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FILED
Superior Court of California
County of Los Angeles

DEC 08 2010

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THE PEOPLE OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

By Fax

THE PEOPLE OF THE STATE OF CALIFORNIA,

Case No. BC 648089

Plaintiff,

COMPLAINT FOR EQUITABLE RELIEF AND CIVIL PENALTIES FOR VIOLATIONS OF:

v.

SEARS, ROEBUCK AND CO., SEARS HOLDINGS MANAGEMENT CORPORATION, and DOES 1-10, inclusive,

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

Defendants.

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

17700071

NO FEE GOVT CODES SEC. 6103
AMOUNT RECOVERABLE PER SUIT
TO 6103.5 GO § 1935
PLUS A ONE TIME ADMINISTRATIVE FEE UPON JUDGEMENT
IF THE PARTY BECOMES A JUDGEMENT CREDITOR

COMPLAINT FOR EQUITABLE RELIEF AND CIVIL PENALTIES

1 The People of the State of California ("People") allege the following against
2 Defendants Sears, Roebuck and Co. and Sears Holdings Management Corporation (collectively,
3 "Sears"):

4 **I. INTRODUCTION**

5 1. The People bring this civil law enforcement action against Sears to address
6 the unlawful, unfair, and fraudulent business practice commonly referred to as "false reference
7 pricing."¹ "False reference pricing" is the act of misrepresenting the original or regular price of
8 some good that is purportedly offered at a "sale price," a business practice that Sears engages in
9 to increase sales. To illustrate, Sears may advertise swim trunks for \$3.99, representing that this
10 constitutes an 80% discount off of its "regular" price of \$20, even though Sears did not previously
11 sell the swim trunks at the purported "regular" price.

12 2. Retailers employ false reference pricing because it misleads consumers into
13 believing they are "getting a good deal," thereby increasing sales. The United States Court of
14 Appeals for the Ninth Circuit succinctly stated: "Most consumers have, at some point, purchased
15 merchandise that was marketed as being 'on sale' because the proffered discount seemed too
16 good to pass up. Retailers, well aware of consumers' susceptibility to a bargain, therefore have
17 an incentive to lie to their customers by falsely claiming that their products have previously sold
18 at a far higher 'original' price in order to induce customers to purchase merchandise at a
19 purportedly marked-down 'sale' price. Because such practices are misleading—and effective—
20 the California legislature has prohibited them." *Hinojos v. Kohl's Corp.*, 718 F.3d 1098, 1101
21 (9th Cir. 2013).

22 3. Sears has engaged in false reference pricing as a frequent business practice,
23 thereby misleading consumers. In fact, the People's investigation has uncovered that Sears' use
24 of false reference prices applies to thousands of products. While the private plaintiffs' bar has
25 actively pursued retailers, including Sears, for false reference pricing, it has been unable to curb
26

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

12/10/2013

1 this industry practice. It is, therefore, incumbent on the People to take action, and the People
2 respectfully request this Court's assistance to protect Californians from such misleading and
3 deceptive business acts and practices.

4 **II. THE PARTIES**

5 4. The People bring this civil law enforcement action by and through Michael
6 N. Feuer, the Los Angeles City Attorney, pursuant to statutory authority provided under
7 California Business and Professions Code sections 17200, *et seq.* ("Unfair Competition Law")
8 and 17500, *et seq.* ("False Advertising Law").²

9 5. Sears, Roebuck and Co. and Sears Holdings Management Corporation are
10 subsidiaries of Sears Holdings Corporation, a publicly-traded Delaware corporation (NASDAQ:
11 SHLD), with its principal executive offices in Hoffman Estates, Illinois. According to Sears
12 Holdings Corporation's 2015 Annual Report (for the fiscal year ending January 30, 2016) filed
13 with the U.S. Securities & Exchange Commission, Sears has 705 stores located across all 50
14 states and Puerto Rico, and offers a wide array of products and service offerings across many
15 merchandise categories, including appliances, consumer electronics/connected solutions, tools,
16 sporting goods, outdoor living, lawn and garden equipment, certain automotive services and
17 products, such as tires and batteries, home fashion products, as well as apparel, footwear, jewelry,
18 and accessories for the whole family.

19 6. The true names and capacities of Defendants sued herein as Does 1 through
20 10, inclusive, are unknown to the People. The People therefore sue these Defendants by such
21 fictitious names. When the true names and capacities of these Defendants have been ascertained,
22 the People will seek leave of this Court to amend this Complaint to insert in lieu of such fictitious
23 names the true names and capacities of the fictitiously-named Defendants. The People are
24 informed and believe, and thereon allege, that these Defendants participated in, and in some part
25 are responsible for, the illegal acts alleged herein. Each reference in this Complaint to Sears is
26 also a reference to all Defendants sued as Does.

27
28 ² All further references are to California codes, unless otherwise noted.

170700175

1 13. Sears' marketing strategies have proven to be successful. In 2015, Sears
2 grossed nearly \$15 billion in total sales. However, Sears' success has, in significant part, been
3 the product of unlawful, unfair, and fraudulent marketing and advertising practices.

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

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

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

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

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

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

12/14/15

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

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

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

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

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

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

12/11/2016

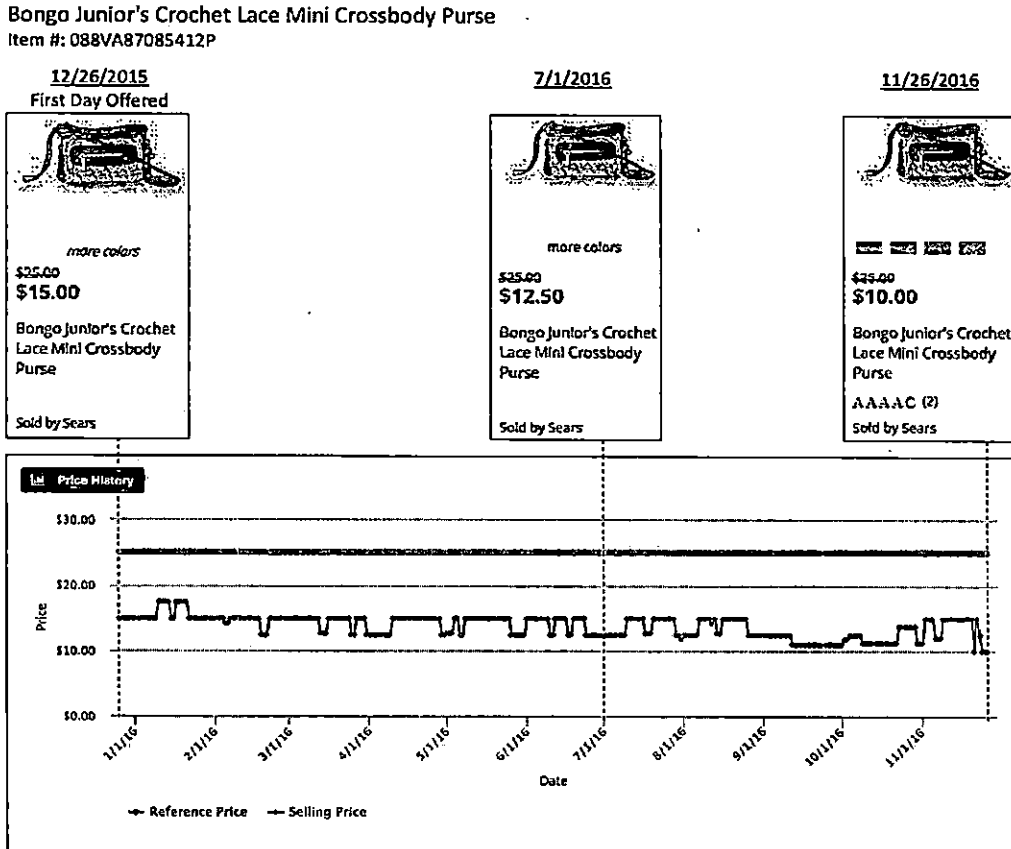
VII. SEARS ENGAGES IN DECEPTIVE ADVERTISING

24. Sears creates an illusion of savings by engaging in false reference pricing.

25. Sears intends that customers will perceive that its reference prices actually stand for former prices regularly charged by Sears.

26. Sears deliberately and artificially sets the false reference prices high so that customers feel that they are getting a bargain when purchasing products. Sears also prominently advertises that its false discounts are being offered for only a limited time in order to create a false sense of urgency and to mislead customers that they will miss out on the purported markdowns if they do not buy the products immediately.

27. One example is the "Bongo Junior's Crochet Lace Mini Crossbody Purse," a Sears in-house product exclusively offered by Sears and/or its affiliates. Sears first offered this product for sale online on December 26, 2015, as shown in the screenshot below:






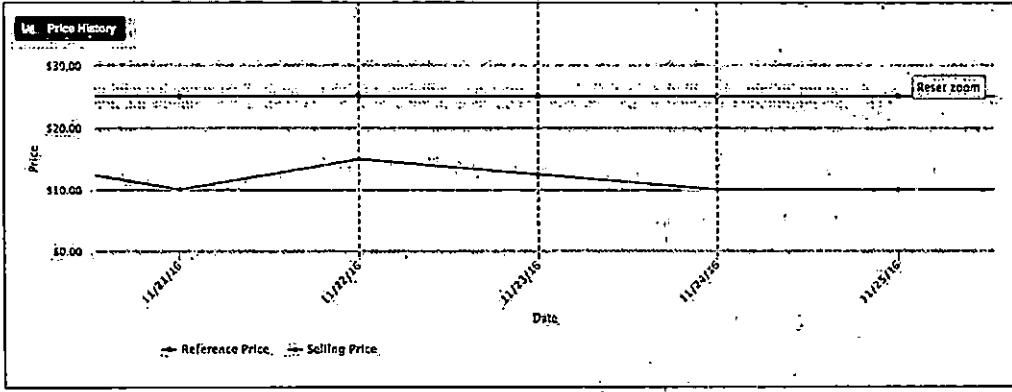
17770007

1 28. On the first day Sears offered this item for sale online, the website showed
2 a "regular" price of \$25 and a "sale" price of \$15.

3 29. However, the purported "regular" price of \$25 was a false reference price.
4 As the screenshot and price history chart above shows, while the website consistently showed a
5 purported "regular" price of \$25 for the item, Sears continued to offer the item for sale at a lower
6 price.

7 30. As the screenshot and price history chart immediately below shows, Sears
8 also advertised the same item with false "limited time" offers. On November 22, 2016, Sears
9 offered the item at a "sale" price of \$15, touting a 40% discount from the false reference price of
10 \$25, and further stating that the \$15 "sale" price would only last through that day. However, on
11 the next day (November 23), Sears' price for the item was further lowered to \$12.50, a supposed
12 50% discount from the same false reference price. While Sears advertised this \$12.50 "sale"
13 price as lasting only through that day, Sears again lowered the price even further the next day
14 (November 24), this time to \$10, a supposed 60% discount from the same false reference price.
15 **Bongo Junior's Crochet Lace Mini Crossbody Purse**
16 **Item #: 088VAB7085412P**

11/22/2016:	11/23/2016	11/24/2016
		
Regular price: \$25.00 Your savings: 40%	Regular price: \$25.00 Your savings: 50%	Regular price: \$25.00 Your savings: 60%
\$15.00	\$12.50	\$10.00
Through 11/22/16 All Items On Sale	Through 11/23/16 All Items On Sale	Through 11/24/16 All Items On Sale



12/18/2017

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31. Another example is the "Kenmore 41393 4.5 cu. ft. Front-Load Washer w/Accela Wash® - Metallic Silver," another Sears in-house product, which Sears first offered for sale online on April 12, 2016, as shown in the screenshot below:

Kenmore 41393 4.5 cu. ft. Front-Load Washer w/Accela Wash® - Metallic Silver
Item #: 02641393000P

4/12/2016
First Day Offered

~~\$1,179.99~~
\$999.99

Kenmore 41393 4.5 cu. ft. Front-Load Washer w/Accela Wash® - Metallic Silver

Sold by Sears

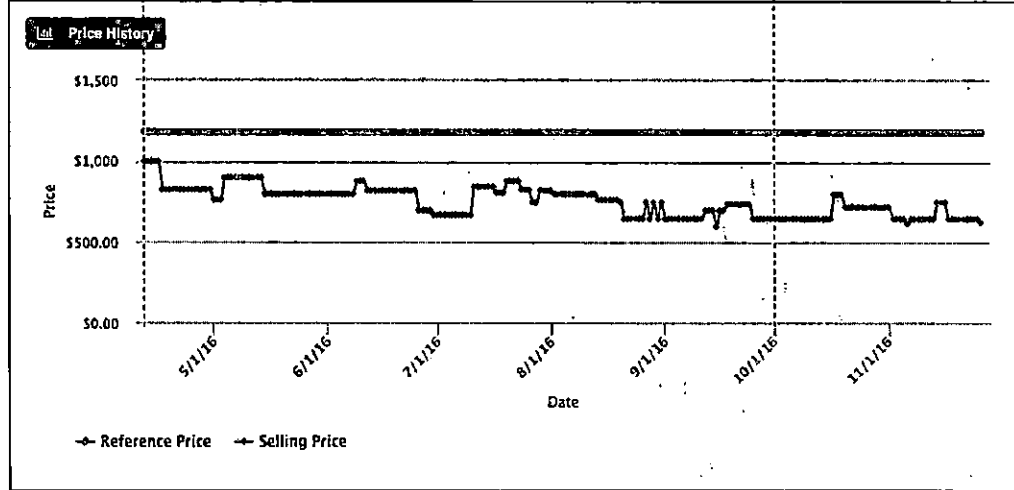
10/1/2016

~~\$1,179.99~~
\$649.99

Kenmore 41393 4.5 cu. ft. Front-Load Washer w/Accela Wash® -

AAAAA (3)

Sold by Sears



32. On the first day Sears offered this item for sale online, the website showed a "regular" price of \$1,179.99 and a "sale" price of \$999.99.




33. However, the purported "regular" price of \$1,179.99 was a false reference price. As the screenshot and price history chart above shows, Sears did not offer the item for sale online for more than \$999.99, even though the website consistently showed a purported "regular"

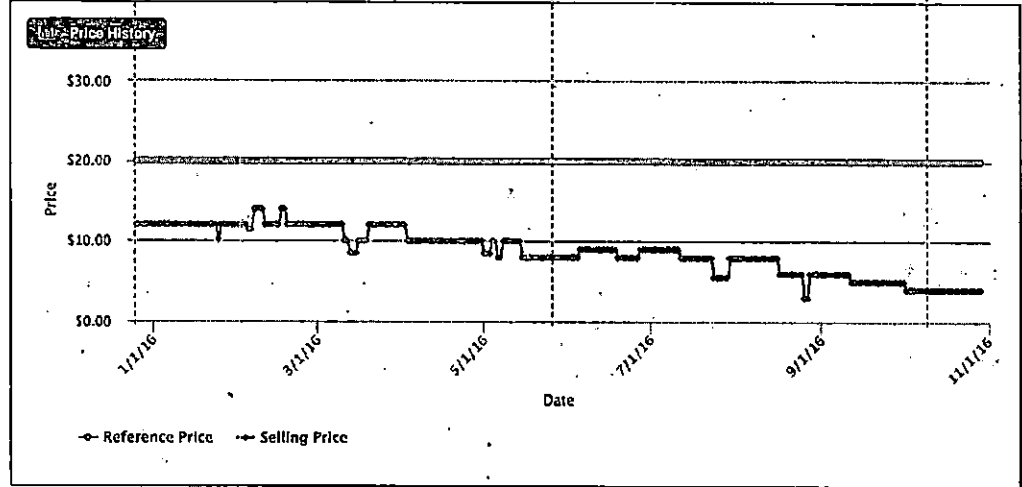
0107190177

1 price of \$1,179.99 for the item. In fact, as time went on, the item had a series of different false
2 discounts. On October 1, 2016, for example, Sears offered the item at a "sale" price of \$649.99,
3 falsely advertising a discount from the \$1,179.99 false reference price.

4 34. A third example is the "Joe Boxer Infant & Toddler Boy's Swim Trunks –
5 Alligator," another Sears in-house product exclusively offered by Sears and/or its affiliates. Sears
6 first offered this product for sale online on December 26, 2015, as shown in the screenshot below:

7
8 Joe Boxer Infant & Toddler Boy's Swim Trunks – Alligator
Item #: 040VA87038312P

12/26/2015	5/26/2016	10/10/2016
First Day Offered		
		
\$20.00 \$12.00	\$20.00 \$8.00	\$20.00 \$3.99
Joe Boxer Infant & Toddler Boy's Swim Trunks - Alligator	Joe Boxer Infant & Toddler Boy's Swim Trunks - Alligator	Joe Boxer Infant & Toddler Boy's Swim Trunks - Alligator
Sold by Sears	Sold by Sears	Sold by Sears



12/26/2015

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35. On the first day Sears offered this item for sale online, the website showed a "regular" price of \$20 and a "sale" price of \$12.

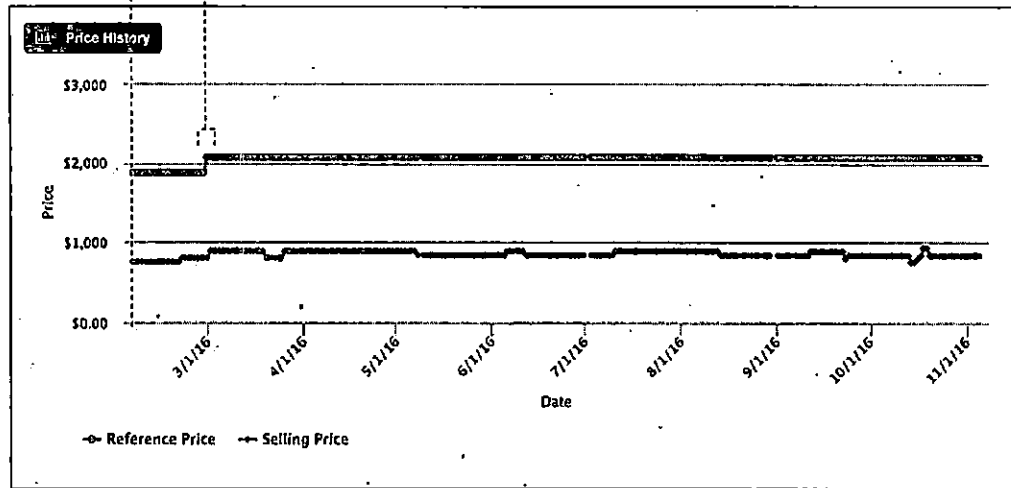
36. However, the purported "regular" price of \$20 was a false reference price. As the screenshot and price history chart above shows, Sears did not offer the item for sale for the purported "regular" price of \$20. In fact, as time went on, the price of the item actually decreased through additional false discounts. On May 26, 2016, for example, Sears offered the item at a "sale" price of \$8, falsely advertising a discount from the \$20 false reference price. Later, on October 10, 2016, Sears offered the item at a "sale" price of \$3.99, falsely advertising an even larger discount from the \$20 false reference price.

37. For the fourth example, on February 6, 2016, Sears first offered for sale online a "Sealy Posturepedic Lynnview Firm King Mattress," a product exclusively offered by Sears and/or its affiliates, as shown in the screenshot below:

EXHIBIT 11

1 Sealy Posturepedic Lynnview Firm King Mattress
2 Item #: 08216254000P

3	2/6/2016 First Day Offered	2/29/2016	3/1/2016 \$200 Ref. Price Increase	3/2/2016 \$90 Selling Price Increase
4				
7	\$1,879.99 \$755.99	\$1,879.99 \$805.49	\$2,079.99 \$805.49	\$2,079.99 \$895.49
8	Sealy Posturepedic Lynnview Firm King Mattress	Sealy Posturepedic Lynnview Firm King Mattress	Sealy Posturepedic Lynnview Firm King Mattress	Sealy Posturepedic Lynnview Firm King Mattress
10	Sold by Sears	Sold by Sears	Sold by Sears	Sold by Sears



21 38. On the first day Sears offered this item for sale online, the website reflected
22 a "regular" price of \$1,879.99 and a "sale" price of \$755.99.

23 39. However, the purported "regular" price of \$1,879.99 was a false reference
24 price. As reflected in the screenshot and price history chart above, Sears did not offer the item for
25 sale online for more than \$1,000. On February 29, 2016, the "sale" price increased to \$805.49,
26 while the purported "regular" price remained at \$1,879.99. Then, on March 1, 2016, the "sale"
27 price remained the same (\$805.49), but the purported "regular" price increased to \$2,079.99. The
28 following day, March 2, 2016, the "sale" price increased again to \$895.49 (from the previous

4/27/2016

1 day's "sale" price of \$805.49), while the purported "regular" price remained at \$2,079.99. As
2 with the \$1,879.99 price, the \$2,079.99 price was a false reference price.

3 **VIII. ENFORCEMENT AUTHORITY**

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

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

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

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

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

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

12/06/2011

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FIRST CAUSE OF ACTION

VIOLATION OF UNFAIR COMPETITION LAW ("UCL")

AGAINST ALL DEFENDANTS

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

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

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

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

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

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

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

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

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

EXHIBIT

1 practices: using misrepresentations, deception, and/or concealment of material information in
2 connection with the reference prices of merchandise that Sears sold (and continues to sell), such
3 that California consumers and other members of the public in California are likely to be deceived.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF FALSE ADVERTISING LAW ("FAL")**

6 **AGAINST ALL DEFENDANTS**

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

8 49. The People incorporate by reference all preceding allegations as though
9 fully set forth herein.

10 50. The FAL prohibits unfair, deceptive, untrue, and misleading advertising in
11 connection with the disposal of personal property (among other things), including, but not limited
12 to, false statements as to worth, value, and former price.

13 51. Defendants Sears and Does 1 through 10, and each of them, have
14 committed acts of untrue and misleading advertising by engaging in false price referencing as to
15 the merchandise that Sears sold (and continues to sell). In addition, said Defendants made such
16 untrue or misleading advertisements with the intent to dispose of said merchandise.

17 52. The false reference pricing that is the subject of this Complaint was (and
18 continues to be) likely to deceive members of the public.

19 **PRAYER FOR RELIEF**

20 Wherefore, the People pray that:

21 1. Pursuant to Business and Professions Code sections 17203, 17204, and
22 17535, in addition to the equitable powers of this Court, Defendant Sears and Does I through 10,
23 inclusive, together with their officers, directors, employees, servants, agents, representatives,
24 contractors, partners, and associates, and all persons acting on behalf or in concert with them, be
25 enjoined from engaging in the unlawful, unfair, and fraudulent business acts and practices, and
26 false advertising, as described in this Complaint in violation of the UCL and the FAL;

27 2. Pursuant to Business and Professions Code sections 17206 and 17536, all
28 Defendants be assessed a civil penalty in the amount of \$2,500 for each violation of the UCL and

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the FAL;

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

4 The People recover the costs of this action; and

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

Respectfully submitted,

Dated: December 7, 2016

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By: 

MICHAEL N. FEUER
Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA

1329549.5

12/07/2016

ORIGINAL

By Fax
CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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TELEPHONE NO.: (213) 978-8097 FAX NO.: (213) 978-8111
ATTORNEY FOR (Name): The People of The State of California

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
DEC 08 2016
Sherri R. Carter, Executive Officer/Clerk
By Judi Lara Deputy

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

CASE NAME:
The People of the State of California v. Sears, Roebuck and Co., 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: **BC 648088**
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 PIP/D/W (Personal Injury/Property Damage/Wrongful Death) Tort: Asbestos (04); Product liability (24); Medical malpractice (45); Other PIP/D/W (23)
Non-PIP/D/W (Other) Tort: Business tort/unfair business practice (07); Civil rights (08); Defamation (13); Fraud (16); Intellectual property (19); Professional negligence (25); Other non-PIP/D/W 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); Prison re-arbitration award (14); 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): 2
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 7, 2016
Michael J. Bostrom
(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 collection case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

By Fax

SHORT TITLE: People v. Sears, Roebuck and Co., et al.	CASE NUMBER: BC 6 43 039
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. 2. Permissive filing in central district. 3. Location where cause of action arose. 4. Mandatory personal injury filing in North District. 5. Location where performance required or defendant resides. 6. Location of property or permanently garaged vehicle. | <ol style="list-style-type: none"> 7. Location where petitioner resides. 8. Location where in defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner's Office. 11. Mandatory filing location (Hub Cases - unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|--|

Auto Tort
 Other Personal Injury/Property Damage/Wrongful Death/Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7130 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury, Property Damage, Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: **People v. Sears, Roebuck and Co., et al.** CASE NUMBER: _____

A Civil Case Cover Sheet Category No.	B Type of Action (check only one) Reasons: See Step 3 Above Applicable
Business Tort (07)	A6029: Other Commercial Business Tort (not fraud/breach of contract)
Civil Rights (08)	A6005: Civil Rights/Discrimination
Defamation (13)	A6010: Defamation (slander/libel)
Fraud (16)	A6013: Fraud (no contract)
Professional Negligence (25)	A6017: Legal Malpractice A6050: Other Professional Malpractice (not medical or legal)
Other (35)	A6025: Other Non-Personal Injury/Property Damage Tort
Wrongful Termination (39)	A6037: Wrongful Termination
Other Employment (45)	A6109: Labor Commissioner Appeals A6024: Other Employment Complaint Case
Breach of Contract/Warranty (09)	A6004: Breach of Penal/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)
Collections (09)	A6002: Collections Case/Seller Plaintiff A6012: Other Promissory Note/Collections Case A6034: Collections Case/Purchased Debt (Charged off consumer debt) Purchased on or after January 1, 2013
Insurance Coverage (19)	A6015: Insurance Coverage (not complex)
Other Contract (37)	A6009: Contractual Fraud A6031: Tortious Interference A6027: Other Contract Dispute (not breach/negligence/fraud/negligence)
Eminent Domain/Inverse Condemnation (14)	A7300: Eminent Domain/Condemnation Number of parcels: _____
Wrongful Eviction (33)	A6023: Wrongful Eviction Case
Other Real Property (26)	A6018: Mortgage Foreclosure A6032: Quiet Title A6060: Other Real Property (not eminent domain, adloc/tenant, foreclosure)
Unlawful Detainer-Commercial (31)	A6021: Unlawful Detainer-Commercial (not drugs or wrongful eviction)
Unlawful Detainer-Residential (32)	A6020: Unlawful Detainer-Residential (not drugs or wrongful eviction)
Unlawful Detainer-Post-Foreclosure (34)	A6020F: Unlawful Detainer-Post-Foreclosure
Unlawful Detainer-Drugs (39)	A6022: Unlawful Detainer-Drugs

Unlawful Detainer
 Real Property
 Contract
 Employment
 Non-Personal Injury/Property Damage/Wrongful Death Tort

CIVIL CASE COVER SHEET APPENDUM AND STATEMENT OF LOCATION

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

Local Rule 2.3
Page 2 of 4

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

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

REASON: <input type="checkbox"/> 1, <input type="checkbox"/> 2, <input type="checkbox"/> 3, <input type="checkbox"/> 4, <input type="checkbox"/> 5, <input type="checkbox"/> 6, <input type="checkbox"/> 7, <input type="checkbox"/> 8, <input type="checkbox"/> 9, <input type="checkbox"/> 10, <input type="checkbox"/> 11.		ADDRESS: 200 North Main Street; 500 City Hall East
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012

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

Dated: December 7, 2016


(SIGNATURE OF ATTORNEY FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV-109, LASC Approved 03/04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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