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FILED
Superior Court of California
County of Los Angeles

AUG 08 2016

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

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Attorneys for Plaintiff DEFENSE NUTRITION, LLC

D34 Michael P. Linfield

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

DEFENSE NUTRITION, LLC, a California
limited liability company,

Plaintiff,

vs.

JULIAN BAKERY, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **BC 629719**

Unlimited Civil Case

**COMPLAINT FOR DAMAGES BASED
ON:**

- 1) **BREACH OF WRITTEN
CONTRACT;**
- 2) **GOODS SOLD AND DELIVERED;**
- 3) **ACCOUNT STATED; AND**
- 4) **OPEN BOOK ACCOUNT**

Plaintiff Defense Nutrition, LLC ("Defense Nutrition"), as its causes of action against
Defendants Julian Bakery, Inc. ("Julian") and Does 1 through 10, alleges as follows:

GENERAL ALLEGATIONS

1. This is an action to collect monies owing pursuant to a contract for goods and services sold to Defense Nutrition by Julian, for which Julian promised to pay and has not paid.
2. Defense Nutrition is, and was at all times mentioned herein, a limited liability company in good standing organized and existing under the laws of the State of California and maintains its principal place of business in the County of Los Angeles, State of California.

RECEIVED: 08/08/16 09:03 PM
DATE PAID: 08/08/16
PAYMENT: \$435.00
CHECK: \$435.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$0.00

ORIGINAL
FILED
CIT/CASE: BC629719
LEA/DEF#:

08/08/2016

3. Defense Nutrition is informed and believes that Julian is, and was at all times mentioned herein, a California corporation that maintains its principal place of business in the County of San Diego, State of California.

4. Defense Nutrition is not aware of the true names and capacities of those defendants sued herein as Does 1 through 10, inclusive, and therefore sues those defendants under fictitious names. Defense Nutrition will amend this complaint to state their true names after they have been ascertained. Defense Nutrition is informed and believes that each such fictitiously-named defendant is responsible for the acts and omissions hereinafter alleged.

5. This action is not subject to Civil Code Sections 1812.10 or 2984.3, or Code of Civil Procedure Section 395(b).

FIRST CAUSE OF ACTION

(For Breach of Written Contract Against All Defendants)

6. Defense Nutrition hereby incorporates by reference as though fully set forth herein each and every allegation of Paragraphs 1 through 5 of this Complaint.

7. Defense Nutrition produces, markets, and sells natural nutritional supplement products. Among the products it sells are protein bars in various flavors made according to its proprietary formulas.

8. Julian is in the business of selling baked goods, many of which are geared toward consumers following “Paleo” and “Primal” diets. Defense Nutrition’s protein bars are an attractive product offering for Julian’s “Paleo” and “Primal” customer base.

9. On or about September 30, 2015, Defense Nutrition and Julian established a business relationship, under which Defense Nutrition was to supply protein bars to Julian. They entered into a written Non-Disclosure Agreement (the "NDA") dated September 30, 2015 and written Purchase Order Terms and Conditions (the "T&Cs") to govern that relationship. A true and correct copy of the NDA is attached hereto as Exhibit A, and is incorporated herein by this reference. A true and correct copy of the T&Cs is attached hereto as Exhibit B, and is incorporated herein by this reference. The NDA provides for exclusive jurisdiction in Los Angeles County. Additionally, the

1 contract was made and/or to be performed in Los Angeles County. Code of Civil Procedure Section
2 395.5.

3 10. The T&Cs provide that Julian shall purchase products from Defense Nutrition by
4 submitting purchase orders, subject to written acceptance by Defense Nutrition. The T&Cs provide
5 that the purchase price for any products ordered by Julian is payable 30% on Defense Nutrition's
6 acceptance, and the balance within ten days after pick-up by Julian.

7 11. On April 1, 2016, Julian submitted its written Purchase Order Nos. 53153 and 53154
8 (the "Purchase Orders") to Defense Nutrition, true and correct copies of which (with confidential
9 unit pricing and quantity information redacted) are attached hereto as Exhibit C. Defense Nutrition
10 accepted the Purchase Orders in writing, and written contracts for Julian's purchase of goods ordered
11 in the Purchase Orders (the "Contracts") were thereby formed.

12 12. Defense Nutrition delivered the products ordered by Julian under the Purchase
13 Orders. It invoiced Julian for the products it so delivered as follows:

Invoice No.	Shipment Date	Payment Due Date	Amount
JB 53153	June 30, 2016	July 29, 2016	\$109,298.00
53154-1	July 6, 2016	August 2, 2016	\$181,298.88
53154-2	June 9, 2016	August 4, 2016	\$167,761.44
53154-3	July 15, 2016	August 10, 2016	\$ 48,323.52

19
20 True and correct copies of the above-referenced invoices (the "Invoices"), with confidential unit
21 pricing and quantity information redacted, are attached hereto as Exhibit D, and are incorporated by
22 this reference.

23 13. Defense Nutrition has fully performed its obligations under the Contracts.

24 14. On or about July 20, 2016, after having had an opportunity to inspect the products
25 that Defense Nutrition had delivered pursuant to the Contracts, Julian confirmed in writing its
26 obligation to pay the Invoices on their respective due dates.
27
28

15. Julian breached the Contracts by failing to pay for the goods it had ordered by the due dates specified in the Invoices. Defense Nutrition has demanded payment, but Julian has not paid any portion of the amounts owing for the goods it had purchased under the Contracts.

16. As a direct and foreseeable result of Julian's breach of the Contracts, Defense Nutrition has suffered damages in an amount not less than \$506,681.84.

17. The T&Cs provide that, in the event of a dispute arising from, relating to, or connected with any purchase order, the prevailing party shall be awarded attorneys' fees, costs, and expenses. Defense Nutrition has retained the law firm of Freedman + Taitelman, LLP to represent it in this action, and will thereby reasonably incur attorneys' fees and costs which it will be entitled to recover in this action.

SECOND CAUSE OF ACTION

(For Goods Sold and Delivered Against All Defendants)

18. Defense Nutrition hereby incorporates by reference as though fully set forth hereat each and every allegation of Paragraphs 1 through 17 of this Complaint.

19. Within the past two years, in Los Angeles, California, Julian became indebted to Defense Nutrition in the amount of \$506,681.84 for goods sold and delivered to Julian.

20. Defense Nutrition has demanded that Julian pay for the goods. Despite Defense Nutrition's demand, Julian has failed and refused, and continues to fail and refuse, to make any payment to Defense Nutrition for the goods.

21. The sum of \$506,681.84, with interest thereon at the legal rate, is now due, owing and unpaid from Julian to Defense Nutrition.

22. The underlying agreement of the parties governing their relationship provides that the prevailing party in any dispute arising from, relating to, or connected with any purchase order shall be awarded its attorneys' fees, costs and expenses. Defense Nutrition has retained the law firm of Freedman + Taitelman, LLP to represent it in this action, and will thereby reasonably incur attorneys' fees and costs which it will be entitled to recover in this action.

1 **THIRD CAUSE OF ACTION**

2 **(For Account Stated Against All Defendants)**

3 23. Defense Nutrition hereby incorporates by reference as though fully set forth hereat
4 each and every allegation of Paragraphs 1 through 22 of this Complaint.

5 24. An account has been stated in writing between Defense Nutrition and Julian, whereby
6 Julian was determined to be indebted to Defense Nutrition in the amount of \$506,681.84. Julian
7 agreed to pay that amount to Defense Nutrition.

8 25. No portion of the indebtedness has been paid, despite Defense Nutrition's demand for
9 such payment.

10 26. The sum of \$506,681.84, with interest thereon at the legal rate, is now due, owing and
11 unpaid from Julian to Defense Nutrition.

12 27. The underlying agreement of the parties governing their relationship provides for
13 recovery of attorneys' fees by the prevailing party in any dispute between the parties arising from,
14 relating to, or connected with the purchase orders on which the account is based. Defense Nutrition
15 has retained the law firm of Freedman + Taitelman, LLP to represent it in this action, and will
16 thereby reasonably incur attorneys' fees and costs which it will entitled to recover in this action.

17 **FOURTH CAUSE OF ACTION**

18 **(For Open Book Account Against All Defendants)**

19 28. Defense Nutrition hereby incorporates by reference as though fully set forth hereat
20 each and every allegation of Paragraphs 1 through 27 of this Complaint.

21 29. Within the past two years, Julian became indebted to Defense Nutrition on an open
22 book account for money due in the sum of \$506,681.84 for goods sold and delivered by Defense
23 Nutrition to Julian at its special instance and request.

24 30. No portion of the indebtedness has been paid, despite Defense Nutrition's demand for
25 such payment.

26 31. The sum of \$506,681.84, with interest thereon at the legal rate, is now due, owing and
27 unpaid from Julian to Defense Nutrition.
28

08/08/2016

EXHIBIT A

08/08/2016

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is entered into as of 9/30/ 2015, by and between Defense Nutrition, LLC (the "Disclosing Party"), and Paleo, Inc. / Julian Bakery, Inc. ("Recipient", and together with the Disclosing Party, each a "Party", and together, the "Parties"), in connection with the discussion of a possible business relationship between the Parties (the "Relationship").

In the course of discussions and any related communications in connection with, or otherwise related to, the Relationship, the Disclosing Party and/or affiliates of the Disclosing Party may make available to Recipient certain information, including, without limitation, ideas, improvements, inventions, developments, concepts, computer programs, software, source or object code, algorithms, databases, business plans and arrangements, financial information, financial statements, pro formas, projections, budgets, business or strategic plans, marketing or advertising plans, contact lists, lists of investors or potential investors, customer or potential customer information and lists, supplier or potential supplier information and lists, ingredient source or sourcing information and lists, vendor or potential vendor information and lists, concepts, promotional strategies, compilations, studies, tests and test results, intellectual property rights, inventions, copyrights, copyright registrations and applications therefor, trade secrets, patents and applications therefor, proprietary information, know how, technology, technical data, research, proprietary processes and formula (including formula for any nutritional drink, food or supplement, or any other formula developed by the Disclosing Party), algorithms, specifications, designs, schematics, analyses, trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, computer software, computer hardware, databases and data collections and all rights therein, moral and economic rights of authors and inventors, equipment, methods, and/or other processes, procedures or documents, which are of a confidential or proprietary nature (collectively, the "Confidential Information"). Recipient acknowledges that the business operations and success of the ventures planned or anticipated by the Disclosing Party materially depend upon the use and protection of the Confidential Information, and that the Confidential Information constitutes a special, valuable and unique asset of the Disclosing Party, the loss of which would cause Disclosing Party substantial loss and damage.

Recipient hereby agrees that the Confidential Information that it receives shall be kept confidential by Recipient and Recipient's directors, officers, managers, members, partners, shareholders, employees, contractors, agents, representatives, affiliates and family members (collectively, "Representatives") and shall not be shared, disclosed or in any manner whatsoever communicated to any other person; provided, however, that any such Confidential Information may be disclosed: (i) except as otherwise provided herein, if required to be disclosed by applicable law or a court of competent jurisdiction; or (ii) if the Disclosing Party consents to such disclosure in writing prior to such disclosure.

In the event that Recipient is required by applicable law to disclose any Confidential Information, Recipient agrees that it shall provide the Disclosing Party with prompt written notice of its intent to disclose so that the Disclosing Party may seek an appropriate protective order and/or waive Recipient's compliance with the provisions hereof. Any formal notice or

08/08/2016

demand made to be made or given under this Agreement shall be in writing and may be given by personal delivery, by facsimile transmission, or by a nationally recognized overnight delivery service addressed to the respective Parties as follows:

In the case of the Disclosing Party:

Defense Nutrition, LLC
Attn: Ori Hofmekler
6111 Corbin Avenue
Tarzana, California 91356
Fax: (818) 342-5207
With a copy via email to: ori@defensenutrition.com

In the case of the Receiving Party:

Paleo, Inc. / Julian Bakery, Inc.
624 Garrison St
Oceanside, CA 92504
Phone: (760) 721-5200

Recipient shall provide reasonable cooperation to the Disclosing Party in its efforts to obtain any appropriate protective order. In addition, without the prior written consent of the Disclosing Party, Recipient shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Relationship, including, without limitation, the status thereof. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, limited liability company, partnership, trust or any other type of entity, either foreign or domestic.

All Confidential Information shall be the sole property of Disclosing Party, and any and all ideas, improvements, inventions, innovations, developments, discoveries, processes, products, methods, concepts, research and other information, and improvements or parts thereof written, conceived, developed, reduced to practice or otherwise made by Recipient, alone or jointly with others, in connection with and due to Recipient's association with Disclosing Party, in whatever form, shall be the sole property of Company, as works made for hire under the copyright laws of the United States or, to the extent not subject to being a work made for hire, Recipient hereby assigns to Disclosing Party all of its right, title and interests throughout the world, with Recipient agreeing to waive any and all moral rights in the same or assertion of such rights against Disclosing Party or its licensees and assignees.

Recipient understands that Disclosing Party may, from time to time, have in its possession information which is claimed by others to be proprietary or confidential and which Disclosing Party has agreed to keep confidential. Recipient agrees that all such information shall be Confidential Information for purposes of this Agreement.

Neither Recipient nor any of Recipient's Representatives shall, directly or indirectly, individually or by action in concert with others, use any Confidential Information in any manner adverse to the Disclosing Party, including, but not limited to, using Confidential Information to

08/08/2016

directly or indirectly circumvent any current or proposed agreement or similar relationship between the Disclosing Party and any other person. Recipient acknowledges and agrees that the use of Confidential Information in the manner described above would circumvent the purpose and intent of this Agreement. After Recipient ceases to be associated with the Disclosing Party, Recipient agrees to not disclose to any person or entity, or make use of, any Confidential Information without the prior written permission of a duly authorized officer of the Disclosing Party.

No agreement providing for any possible Relationship will be deemed to exist between the Parties unless and until a final and written definitive agreement regarding the same has been executed and delivered, as is the case with the Master Supply Agreement, and each Party hereby waives, in advance, any and all claims (including, without limitation, breach of contract) in connection with any possible Relationship unless each of the Parties has entered into a final and written definitive agreement. Unless such a final and written definitive agreement has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever by virtue of this Agreement, except for the matters specifically set forth herein, and each Party reserves the right, in its sole and absolute discretion, to reject any and all proposals made by the other Party, for any reason or no reason, at any time and in any respect, with or without notice to any person, including, without limitation, to the other Party, to reject any and all proposals, to terminate discussion with any or all prospective persons, to negotiate with any person with respect to any relationship involving the applicable Party and to consummate any such relationship. Upon request of the Disclosing Party, Recipient shall promptly return all Confidential Information of the Disclosing Party and shall not retain any copies, extracts or other reproductions, in whole or in part, of such material. Upon such request, all documents, memoranda, notes, any other writing and/or any information retained in computers or any other devices, whatsoever, prepared by Recipient based on the Confidential Information shall be destroyed and Recipient shall certify in writing as to such destruction upon request.

Recipient understands that the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees to assume full responsibility for all conclusions that it may derive from the Confidential Information of the Disclosing Party and that the Disclosing Party shall not have any liability to Recipient resulting from Recipient's use of the Confidential Information in compliance with this Agreement. Recipient acknowledges that money damages may not be a sufficient remedy for any breach of the terms of this Agreement and that the Disclosing Party shall be entitled to injunctive relief, specific performance and/or any other appropriate equitable remedy, in addition to any other available legal remedies for any such breach. Recipient further acknowledges that in the event that the Disclosing Party seeks injunctive relief, specific performance and/or any other appropriate equitable remedy upon a breach of any of the terms of this Agreement, Recipient shall reimburse the Disclosing Party for reasonable attorneys' fees and costs incurred by the Disclosing Party in connection with such action. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

During and after Recipient's association with the Disclosing Party, Recipient agrees to cooperate fully with the Disclosing Party in the defense or prosecution of any claims or actions

08/08/2016

now in existence or which may be brought in the future against or on behalf of Disclosing Party which relate to events or occurrences that transpired during Recipient's association with the Disclosing Party.

This Agreement can be modified only by a writing signed by both of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law principles. The Parties agree that a federal or state court with general jurisdiction in Los Angeles County shall be the exclusive forum for resolution of any dispute arising from or relating to this Agreement. Each Party hereby consents to the jurisdiction and venue of such California federal or state court. In the event that either Party commences any action to construe or enforce this Agreement, the prevailing Party in such action shall be entitled, in addition to any and all other relief granted, to recover the costs, fees and expenses incurred in such action, including reasonable attorneys' fees. Recipient may not assign this Agreement or any of the rights, interests or obligations hereunder. This Agreement may be executed and delivered in any number of counterparts and by facsimile and/or PDF signature.

The obligations of non-disclosure and confidentiality described in this Agreement are retroactive to the date Recipient first become associated with the Disclosing Party and shall to Confidential Information received by me at any time from Disclosing Party.

In the event that any provision of this Agreement shall be determined to be invalid, illegal, or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected, with such provision being severed and all other provisions remaining in full force and effect.

Recipient represents and warrants that it is free to enter into this Agreement, that it is not and will not become subject to any agreement in conflict with this Agreement, and that it will not disclose to the Disclosing Party or use for the benefit of Disclosing Party any trade secrets or confidential information which is the property of another, absent written consent. Recipient warrants that it is not a party to any agreement limiting my activities for the Disclosing Party and that Recipient will hold the Disclosing Party harmless from any and all suits and claims arising out of any alleged or actual breach of such agreements.

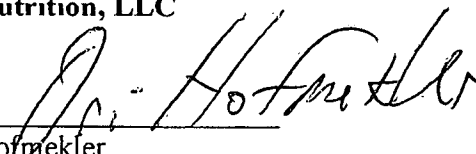
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]**

08/08/2016

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

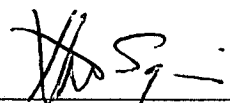
DISCLOSING PARTY:

Defense Nutrition, LLC



By: Ori Hofmekler
Its: CEO

RECIPIENT:



By: Heath Squier
Its: Owner

08/08/2016

08/08/2016

EXHIBIT B

08/08/2016

**DEFENSE NUTRITION
PURCHASE ORDER - TERMS AND CONDITIONS**

By issuing any purchase order to Defense Nutrition, LLC, a California limited liability company (referred to as "Vendor" in the underlying purchase orders and as "Defense Nutrition", "we", or "us" herein), and Julian Bakery or any of their affiliates (collectively referred to as "Customer", "you" or "your") hereby agree to be bound by the terms and conditions (the "T&Cs") listed below. These T&Cs are the exclusive terms governing the sales transactions between Julian Bakery and Defense Nutrition notwithstanding any different or additional terms submitted to Defense Nutrition by Julian Bakery. Defense Nutrition specifically rejects any different or additional terms and neither Defense Nutrition's performance nor receipt of payment from Julian Bakery shall constitute Defense Nutrition's acceptance of any terms that are inconsistent with these T&Cs. Based on these facts and the mutual promises contained herein, the parties hereby agree as follows:

Orders. Julian Bakery shall purchase Defense Nutrition products by submitting purchase orders ("POs") on standard purchase order forms as approved by Defense Nutrition. All POs are subject to written acceptance by us.

Pricing Subject to Change; Additional Costs. All product pricing quotes provided by us are subject to change from time to time without notice. Fees and prices do not include applicable sales, use, value-added, excise, or any other tax, duty or charge which is not in effect or may be hereafter imposed by any federal, state or other authority. All such applicable taxes, duties or other charges shall be paid by you in addition to all fees, prices and expenses, invoiced by us to you. Kosher, Vegan and other certification costs (if such certifications are indicated on the product labels, each as approved by us) shall be borne by you. You agree that such certification costs may include, but may not be limited to, annual fees for such certifications. Lab tests that will be charged for Customer's account include nutritional analysis, pesticide tests, and other tests that may be requested by Customer.

Confidentiality Clause- Defense Nutrition and Customer will not disclose that Defense Nutrition has provided private labeling and/or bulk services to any of the following parties (Julian Bakery)

Payment Terms Subject to Change. Thirty percent (30%) of the purchase order total shall be due and payable immediately upon Defense Nutrition's acceptance of an underlying PO (such payment shall be non-refundable) and the balance shall be due and payable ten (10) days from date product is picked up, which should be no later than 5 days from receipt of Bill of Lading. Note: Bulk purchases may require forty percent (40%) down payment with the balance due and payable ten (10) days from date product is picked up. Credit card payments shall be subject to credit card processing charges. Payment terms may be subject to change only upon written approval by Defense Nutrition.

CofAs and BOLs. For each finished product, DN shall promptly provide Customer with a Certificate of Analysis ("CoFA") on DN's letterhead and two (2) copies of a Bill of Lading ("BOL") for each truck needed to transport finished products. For BOLs, DN will initially provide a copy of the BOL with shipping details to enable Customer to hire trucks. Thereafter, DN will then provide to Customer a second (2nd) corresponding signed copy of the BOL, once the shipment has been picked up and signed by the driver.

Shipping; Storage; Distribution. All products are sold F.O.B. shipping point and at that time, title and risk of loss and damages to products shall pass to you. You shall be responsible for ensuring product integrity during delivery and storage to prevent adulteration and/or misbranding.

Production Timeline. Production timelines shall be set forth in the PO and will typically be six (6) to twelve (12) weeks from receipt of initial payment for such PO (e.g., production does not begin until thirty percent (30%) of the purchase order total has been paid to Defense Nutrition). POs will be expedited only upon the written approval by us and shall be subject to additional charges.

Production Overages or Shortages. You hereby acknowledge and agree that production overages and/or shortages may occur from time to time. Invoices from us will be adjusted accordingly for any production overages and/or shortages.

Cancellations. PO's may not be cancelled unless approved in writing by Defense Nutrition at our sole discretion.

IP Rights. You hereby acknowledge and agree that any and all product formulas and/or specifications (including, without limitation, all product

formulas, trademarks, patents, and/or specifications that have been adjusted, developed or revised by you and/or approved by us) are exclusively owned by Defense Nutrition. Without limiting the foregoing, you further acknowledge and agree that any and all such product formulas and/or specifications are proprietary trade secrets of Defense Nutrition. You further agree to credit such trademarks or patent pending titles on your back labels, submit your label for Defense Nutrition approval.

Remedies. You hereby acknowledge and agree that money damages would not be a sufficient remedy for certain breaches of these T&Cs. Accordingly, in the event of any such breach or threatened breach, we will (in addition to any other remedies at law or in equity that we may have) be entitled, without the requirement of posting a bond or other security, to obtain equitable relief, including injunctive relief and specific performance.

Entire Agreement. These T&Cs, the POs and that certain Confidentiality Agreement dated 10.5.15 between Defense Nutrition and Julian Bakery, contain the entire understanding of the parties regarding its subject matter and supersede any prior or contemporaneous understandings between you and us.

Governing Law/Venue/Consent to Jurisdiction. These T&Cs will be governed and construed in accordance with the law of the State of California, without regard to conflict of law rules.

Attorneys' Fees. In the event of a dispute arising from, relating to or connected with these T&Cs and/or any PO, the prevailing party (i.e., the party whose major positions taken could fairly be said to have prevailed over the other party's major positions on material disputed issues) shall be awarded attorneys' fees, costs, and expenses, including consultant and expert fees, during discovery, at trial, and on appeal.

Miscellaneous. You shall indemnify us from any and all losses, liabilities, claims, damages and expenses relating to or arising out of any breach of these T&Cs by you or your representatives. Each of the terms and conditions contained in these T&Cs shall be severable from the others. In the event of a judicial determination that any such terms or conditions are unlawful or unenforceable, the remaining terms and conditions shall remain in full force and effect, and shall not be impaired or invalidated in any matter. You may not assign or delegate these T&Cs or any portion thereof. We may freely assign these T&Cs or any portion thereof. No failure on the part of either party to enforce at any time any of the provisions of these T&Cs shall be construed as a waiver of any rights hereunder, nor shall any such failure affect the validity of any of the provisions of these T&Cs or otherwise prejudice either party.

The parties agree to be bound by these T&Cs:

Julian Bakery

By: Heath Squier

Name: Heath Squier

Title: Owner

Defense Nutrition, LLC

By: Orli Hofmekler

Name: Orli Hofmekler

Title: CEO

08/08/2016

08/08/2016

EXHIBIT C

Julian Bakery Inc
624 Garrison St
Oceanside CA 92054

Purchase Order

Date	P.O. No.
4/1/2016	53153

Vendor
Defense Nutrition 6111 Corbin Ave Tarzana, CA 91356

Ship To
Julian Bakery Inc 624 Garrison St Oceanside CA 92054

Item	Description	Qty	Rate	Amount
LC-080	Primal Grass-Fed Whey - Vanilla 1.5lbs			33,760.00
LC-081	Primal Grass-Fed Whey : 1.5lbs Chocolate			33,760.00
LC-082	Primal Grass-Fed Whey -Peanut Butter 1.5lbs			25,320.00
LC-083	Primal-Grass-Fed Whey Blueberry 1.5lbs			16,880.00
			Total	\$109,720.00

08/08/2016

Julian Bakery Inc

624 Garrison St
Oceanside CA 92054

Purchase Order

Date	P.O. No.
4/1/2016	53154

Vendor
Defense Nutrition 6111 Corbin Ave Tarzana, CA 91356

Ship To
Julian Bakery Inc 624 Garrison St Oceanside CA 92054

Item	Description	Qty	Rate	Amount
LC-087	Primal Protein Bar -Peanut Butter (12 Bars) 60g			85,680.00
LC-088	Primal Bar -Vanilla Ice Cream (12 Bars) 60g			57,120.00
LC-089	Primal Bar -Chocolate Cake (12 Bars) 60g			99,960.00
LC-090	Primal Bar -Apple Pie (12 Bars) 60g			57,120.00
LC-091	Primal Bar -Pumpkin Pie (12 Bars) 60g			71,400.00
LC-093	Primal Protein Bar - Blueberry Cheesecake (12 Bars) 60g			57,120.00
Contact: Corina Squire / Phone: 408-386-7378 e-mail: corina@julianbakery.com Include Produra In All Bars				
			Total	\$428,400.00

08/08/2016

08/08/2016

EXHIBIT D

08/08/2016

P.O. Box 5028
Woodland Hills, CA 91367-5028

DATE: June 30, 2016
INVOICE # JB 53153

Bill To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Ship To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Comments or Special Instructions:

SHIPPING PERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	ORDER DATE
Natasha		6/30/16	Truck	net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	LC-080 Primal Grass-Fed Whey Vanilla 1.5lbs	\$	\$ 33,827.52
	LC-081 Primal Grass-Fed Whey Chocolate 1.5lbs	\$	\$ 33,928.80
	LC-082 Primal Grass-Fed Whey Peanut Butter 1.5 lbs	\$	\$ 24,661.68
	LC-083 Primal Grass-Fed Whey Blueberry 1.5lbs	\$	\$ 16,880.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Amount Due 7/29			\$ 109,298.00

Please make all payments to:

Defense Nutrition

6111 Corbin Ave

Tarzana, CA 91356

If you have any questions concerning this invoice, contact (818) 342-5200 or E-mail to Natasha@DefenseNutrition.com

THANK YOU FOR YOUR BUSINESS!
www.DefenseNutrition.com

08/08/2016 9103/00/00

P.O. Box 5028
Woodland Hills, CA 91367-5028

DATE: June 7, 2016
INVOICE # 53154-1

Bill To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Ship To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Comments or Special Instructions:

SHIPPING PERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	ORDER DATE
Natasha	53154	7/6/16	Truck	Net 25	4/15/16

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	LC-065 Paleo Protein Bar Glazed Donut Box 12	\$	
	LC-066 Paleo Protein Bar Cinnamon Roll Box 12	\$	\$ -
	LC-067 Paleo Protein Bar CookiesN Crème Box 12	\$	\$ -
	LC-068 Paleo Protein Bar Caramel Box 12	\$	\$ -
	LC-070 Paleo Protein Bar Chocolate Brownie Box 12	\$	\$ -
	LC-092 Paleo Protein Bar Vanilla Cake Box 12	\$	\$ -
	LC-075 Paleo Protein Bar Coconut Shred Box 12	\$	\$ -
			\$ -
			\$ -
			\$ -
	LC-087 Primal Protein Bar Peanut Butter Box 12	\$	\$ -
	LC-088 Primal Protein Bar Vanilla Ice cream Box 12	\$	\$ 57,919.68
	LC-089 Primal Protein Bar Chocolate Cake Box 12	\$	\$ -
	LC-090 Primal Protein Bar Apple Pie Box 12	\$	\$ 29,131.20
	LC-091 Primal Protein Bar Pumpkin Pie Box 12	\$	\$ 57,576.96
	LC-093 Primal Protein Bar Blueberry Cheesecake Box 12	\$	\$ 36,671.04
			\$ -
SUBTOTAL			\$ 181,298.88
Less DP & Credits			\$ -
DUE AUG 2			\$ 181,298.88

Please make all payments to:

Defense Nutrition
6111 Corbin Ave
Tarzana, CA 91356

If you have any questions concerning this invoice, contact (818) 342-5200 or E-mail to Natasha@DefenseNutrition.com

THANK YOU FOR YOUR BUSINESS!
www.DefenseNutrition.com

08/08/2016

P.O. Box 5028
Woodland Hills, CA 91367-5028

DATE: June 11, 2016
INVOICE # 53154-2

Bill To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Ship To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Comments or Special Instructions:

SHIPPING PERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	ORDER DATE
Natasha	53154	7/9/19	Truck	Net 30	4/15/16

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	LC-065 Paleo Protein Bar Glazed Donut Box 12	\$	
	LC-066 Paleo Protein Bar Cinnamon Roll Box 12	\$	\$
	LC-067 Paleo Protein Bar CookiesN Crème Box 12	\$	\$
	LC-068 Paleo Protein Bar Caramel Box 12	\$	\$
	LC-070 Paleo Protein Bar Chocolate Brownie Box 12	\$	\$
	LC-092 Paleo Protein Bar Vanilla Cake Box 12	\$	\$
	LC-075 Paleo Protein Bar Coconut Shred Box 12	\$	\$
			\$
			\$
			\$
	LC-087 Primal Protein Bar Peanut Butter Box 12	\$	\$ 75,569.76
	LC-088 Primal Protein Bar Vanilla Ice cream Box 12	\$	\$
	LC-089 Primal Protein Bar Chocolate Cake Box 12	\$	\$ 80,025.12
	LC-090 Primal Protein Bar Apple Pie Box 12	\$	\$
	LC-091 Primal Protein Bar Pumpkin Pie Box 12	\$	\$ 5,483.52
	LC-093 Primal Protein Bar Blueberry Cheesecake Box 12	\$	\$ 6,683.04
			\$
SUBTOTAL			\$ 167,761.44
Less DP & Credits			\$
DUE Aug 4			\$ 167,761.44

Please make all payments to:

Defense Nutrition
6111 Corbin Ave
Tarzana, CA 91356

If you have any questions concerning this invoice, contact (818) 342-5200 or E-mail to Natasha@DefenseNutrition.com

THANK YOU FOR YOUR BUSINESS!
www.DefenseNutrition.com

08/08/2016

P.O. Box 5028
Woodland Hills, CA 91367-5028

DATE: July 15, 2016
INVOICE # 53154-3

Bill To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Ship To: Julian Bakery Inc
624 Garrison St
Oceanside, CA 92054

Comments or Special Instructions:

SHIPPING PERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS	ORDER DATE
Natasha	53154	7/15/16	Truck	Net 25	4/15/16

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	LC-065 Paleo Protein Bar Glazed Donut Box 12	\$	
	LC-066 Paleo Protein Bar Cinnamon Roll Box 12	\$	\$
	LC-067 Paleo Protein Bar CookiesN Crème Box 12	\$	\$
	LC-068 Paleo Protein Bar Caramel Box 12	\$	\$
	LC-070 Paleo Protein Bar Chocolate Brownie Box 12	\$	\$
	LC-092 Paleo Protein Bar Vanilla Cake Box 12	\$	\$
	LC-075 Paleo Protein Bar Coconut Shred Box 12	\$	\$
			\$
			\$
			\$
	LC-087 Primal Protein Bar Peanut Butter Box 12	\$	\$ 8,910.72
	LC-088 Primal Protein Bar Vanilla Ice cream Box 12	\$	\$
	LC-089 Primal Protein Bar Chocolate Cake Box 12	\$	\$ 12,680.64
	LC-090 Primal Protein Bar Apple Pie Box 12	\$	\$ 22,448.16
	LC-091 Primal Protein Bar Pumpkin Pie Box 12	\$	\$ 4,284.00
	LC-093 Primal Protein Bar Blueberry Cheesecake Box 12	\$	\$
			\$
SUBTOTAL			\$ 48,323.52
Less DP & Credits			\$
DUE AUG 10			\$ 48,323.52

Please make all payments to:

Defense Nutrition
6111 Corbin Ave
Tarzana, CA 91356

If you have any questions concerning this invoice, contact (818) 342-5200 or E-mail to Natasha@DefenseNutrition.com

THANK YOU FOR YOUR BUSINESS!
www.DefenseNutrition.com

08/08/2016

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael A. Taitelman (State Bar No. 156254) Steven E. Formaker (State Bar No. 93906) FREEDMAN + TAITELMAN, LLP 1901 Avenue of the Stars, Suite 500 Los Angeles, California 90067 TELEPHONE NO.: (310) 201-0005 FAX NO.: (310) 201-0045		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles AUG 08 2016 Sherri R. Carter, Executive Officer/Clerk By <u>Cristina Grijalva</u> Deputy Cristina Grijalva	
ATTORNEY FOR (Name): Plaintiff DEFENSE NUTRITION, LLC		CASE NUMBER: BC 629719 JUDGE: DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse, Central Distri			
CASE NAME: Defense Nutrition v. Julian Bakery, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <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) Non-PI/PD/WD (Other) Tort <input 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) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" 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) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <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)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <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) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input 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 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): Four (4)
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: August 8, 2016

Steven E. Formaker

(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.

Page 1 of 2

ORIGINAL

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

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: Defense Nutrition, LLC v. Julian Baking, Inc., et al.

CASE NUMBER

BC 6 2 9 7 1 9

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

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

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

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

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

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 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. Mandatory personal injury filing in North District. | 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, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

ORIGINAL

Auto
Tort

Other Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Defense Nutrition, LLC v. Julian Baking, Inc., et al.

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE:

Defense Nutrition, LLC v. Julian Baking, Inc., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	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 <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	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 <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Defense Nutrition, LLC v. Julian Baking, Inc., 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: 6111 CORBIN AVE
CITY: TARZANA	STATE: CA	ZIP CODE: 91356	

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: August 8, 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.

08/08/2016