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BY: _____

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

10 AUG 19 PM 3:32

FILED

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11 Attorneys for Plaintiff and the Class

12
13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 LAW OFFICES OF J. JOHN OH, APC, a
17 California corporation, and on behalf of all
18 others similarly situated;

19 Plaintiff,

20 vs.

21
22 WAL-MART STORES, INC., a Delaware
23 corporation; and DOES 1-(0, Inclusive,

24 Defendants.

Case No. **SACV10-01271 CJC**
CLASS ACTION COMPLAINT FMOx

JURY TRIAL DEMANDED

Introduction

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1. Defendant Wal-Mart Stores, Inc. (“Defendant” or “Wal-Mart”) is defrauding Californians utilizing a fraudulent, deceptive, and improper business practice with respect to the annual 12-month membership purchased by Plaintiff at Defendant’s “Sam’s Club” stores.

2. The annual membership sold by Defendant to customers including Plaintiff is a pre-condition to access to Defendant’s Sam’s Club warehouse-style stores. Only paid members have a right to purchase merchandise at Sam’s Club.

3. Accordingly, upon expiration of the 12-month membership period, members are neither permitted to shop and are prevented by Defendant from shopping unless they purchase a new annual membership.

4. Unfortunately for customers, such as Plaintiff, upon deciding to purchase and pay for a new membership after expiration of an old membership, the new “annual” membership is anything but an annual 12-month membership. Rather, as a result of Defendant’s deceptive, fraudulent, and misleading practices, Plaintiff and other similarly situated members, pay for a full annual membership yet have receive less than 12 months of membership privileges upon purchase of their new membership.

5. Specifically, without proper or adequate notice to or consent by its customers, Defendant unilaterally backdates the start date of membership to an earlier date - the day immediately following the expiration of the old membership - rather than the real date on which Plaintiff and other members actually chose to renew their membership and began availing themselves of membership benefits. Simply put, as a result of Defendant’s deceptive, fraudulent and improper actions, members, such as Plaintiff have been deprived of the benefit of their bargain, i.e., a

1 full 12-month membership, resulting In Defendant’s improper and unlawful
2 monetary benefit.

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4 **Parties**

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6 6. Plaintiff Law Offices of J. John Oh, APC (“Plaintiff”) is a resident of
7 California who has purchased annual memberships at Defendant’s Sam’s Club.

8 7. Defendant Wal-Mart Stores, Inc. is a corporation organized pursuant
9 to the laws of Delaware, with its corporate headquarters located in Bentonville,
10 Arkansas, that does business in California, in part, as “Sam’s Club”.

11 8. Plaintiffs do not know the true names or capacities of the persons or
12 entities sued herein as DOES 1 to 20, and therefore sue such defendants by such
13 fictitious names. Plaintiffs are informed and believe and thereon allege that each of
14 the DOE defendants is in some manner legally responsible for the damages
15 suffered by Plaintiffs and the members of the class as alleged herein. Plaintiffs will
16 amend this Complaint to set forth the true names and capacities of these defendants
17 when they have been ascertained, along with appropriate charging allegations, as
18 may be necessary.

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20 **Jurisdiction and Venue**

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22 9. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
23 1332(d)(2), because the matter in controversy exceeds the sum or value of
24 \$5,000,000, exclusive of interest and costs, and it is a class action brought by
25 citizens of a State that is different from the State where at least one of the
26 Defendant is incorporated or has its principal place of business. Defendant is

1 incorporated in the State of Delaware and is believed to have its principal place of
2 business in Arkansas.

3 10. This Court's venue over this action is proper under 28 U.S.C. § 1391
4 (a)(2) because a substantial part of the events or omissions giving rise to the claim
5 occurred within this District as Plaintiff resides in this District and has been
6 injured in this District.

7
8 **Facts Common to All Claims for Relief**
9

10 11. Plaintiff Law Offices of J. John Oh, APC ("Plaintiff") is a citizen and
11 resident of the state of California, Orange County. Plaintiff purchased a Sam's
12 Club membership on May 21, 2004. Each year from 2004 to the present, Plaintiff
13 was advised by Sam's Club during one of its visits after the expiration of the
14 previous year's membership that it would be required to purchase another 12
15 month membership.

16 12. Each year from 2004 to the present, Plaintiff purchased a new 12
17 month membership several days to weeks after the expiration of May 21. At the
18 time of the new membership purchase, Plaintiff was not advised or given notice
19 that the term of its annual membership would be shortened to less than 12 months.
20 Moreover, Plaintiff did not give its consent or otherwise agree to such improper
21 backdating by Defendant.

22 13. However, Defendant improperly and fraudulently did just that by
23 entering Plaintiff's membership into Defendant's computerized membership
24 database so as to have the membership expire in less than 12 months from the date
25 on which it paid to renew its membership. Specifically, Defendant backdated
26 Plaintiff's new membership so that it began on May 21, thus depriving Plaintiff of
27 its 12 month of annual membership. During the period of time between expiration
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1 of Plaintiff's original annual membership and the purchase of its new annual
2 membership, Plaintiff did not receive any benefits of membership and could not
3 access or purchase goods and services from Defendant.

4 14. Defendant maintains a common and uniform renewal policy and
5 practice, which it applies to all California residents, of backdating newly purchased
6 annual memberships to the previous annual membership's effective date,
7 effectively depriving Plaintiff and the putative class of a full annual membership.
8 Defendants knowingly and intentionally engage in backdating, despite the fact that
9 it understands that Plaintiff and the putative class receive no membership benefits
10 and are not allowed to access Defendant Sam's Clubs during the period of time
11 between the expiration of their original membership and the purchase of another
12 annual membership.

13 15. Sam's Club is a chain of membership-only retail warehouse clubs.
14 Founded in 1983, it is owned and operated by Defendant Wal-Mart Stores, Inc.,
15 and is named after Wal-Mart founder Sam Walton.

16 16. As of January 31, 2009, the Sam's Club chain operated in 48 of the 50
17 U.S. States, and, as of 2008, served more than 47 million U.S. members. Sam's
18 Club ranks second in sales volume among warehouse clubs.

19 17. As of January 31, 2009, Sam's Club operated 602 membership
20 warehouse clubs in 48 U.S. states. Merchandise for purchase is offered only to
21 customers who purchase annual memberships.

22 18. Annual individual membership prices range from \$40 for the
23 "Advantage" membership to \$100 to the "Advantage Plus" membership. Annual
24 business memberships range from \$35 for the "Business" membership to \$100 for
25 the "Business Plus" membership.

26 19. As stated above, membership is a prerequisite and pre-condition for
27 customers to shop at Sam's Club; non-members are not permitted to purchase
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1 merchandise. Similarly, upon expiration of their 12-month membership, former
2 members are not permitted to purchase store merchandise or avail themselves of
3 Sam's Club member benefits.

4 20. Defendant markets and sells its 12-month memberships at wholesale
5 stores and through its website. Defendant's revenue from the membership fees
6 alone is substantial. In 2006, for example, it is believed that Sam's Club received
7 close to \$1 billion from the sale of membership fees. However, a portion of these
8 membership fees were obtained using a deceptive, fraudulent and improper
9 scheme and practice in depriving its members who purchase new 12-month
10 memberships following the expiration of their prior membership, the full 12
11 months of privileges and services for which they believe they were contracting.

12 21. Upon purchase of a membership, a new member receives 12 months
13 of membership privileges. Some members choose to renew these memberships
14 prior to the expiration of the annual membership period, thus insuring themselves
15 of the right to uninterrupted services and privileges from Sam's Club. However,
16 other members choose not to do so. Rather, they elect not to renew and let their
17 membership lapse and expire. During this lapse period, they are not permitted to
18 shop and purchase merchandise at Sam's Club.

19 22. At some point in the future, these former members, such as Plaintiff,
20 reconsider membership and decide to purchase and pay for a new 12-month
21 membership. On this date (the "renewal date"), these members affirmatively assent
22 to membership by paying for the membership and are led to believe that they will
23 receive 12 months of membership benefits. However, that is not the case; without
24 their consent or approval, Defendant, as a matter of course and policy, back-dates
25 these memberships to the date that immediately follows the old expiration date
26 rather than starting a new 12-month period commencing on the actual renewal date.

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1 23. By way of illustration, a member who purchases a membership on
2 January 1 (which accordingly expires on December 31) and then does not renew
3 until March 1 of the following calendar year, has his or her new “annual
4 membership” lapse on December 31 of that year, thereby depriving the member of
5 2 months of membership privileges.

6 24. Notably, the annual fee charged by Sam’s Club for new “renewal”
7 memberships is the same charged for initial 12-month memberships—existing or
8 former members who purchase these new memberships receive no discount. The
9 only difference is the fact that the new annual memberships are for a shorter term.
10 These members are not given proper notice of the practice (before or after
11 purchase) and it is likely that most—like Plaintiff— never even know that when
12 their abbreviated membership expires prematurely in the future that they have been
13 cheated.

14 25. For example, Plaintiff’s most recent 12-month membership expired on
15 May 21, 2010. Plaintiff did not choose to renew prior to the expiration of the
16 membership, so the membership expired on such date. Plaintiff did not shop at any
17 Sam’s Club, attempt to use any privileges or receive any membership benefits
18 during the period that his membership was expired. Plaintiff subsequently decided
19 that he wanted to re-join by purchasing a new 12-month membership.
20 Accordingly, he paid a new annual fee and was permitted to purchase store
21 merchandise beginning on that date. Accordingly, Plaintiff’s new 12-month
22 membership should have begun on that actual renewal date—the date on which he
23 chose to renew, the date on which he paid for her membership and the date on
24 which he was granted membership privileges (i.e., permission to shop at Sam’s
25 Club).

26 26. However, Defendant back-dated Plaintiff’s membership to May 21,
27 which was the day following the expiration date of the old membership.
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1 Accordingly, Plaintiff was deprived of its full “12-month” annual membership;
2 other similarly situated members have been and continue to be routinely subjected
3 to even greater expropriations by Defendant.

4 27. As referred to above, no adequate notice, consent or bargained-for
5 approval has been granted by Plaintiff or other members who choose to renew
6 subsequent to the expiration of an old membership. Defendant’s membership
7 application is a one page document that does not provide any such notice nor calls
8 for explicit consent from the member to the material terms of Sam’s Club’s unfair,
9 deceptive, and fraudulent scheme of back-dating memberships.

10
11 **Class Action Allegations**
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13 28. Plaintiff bring this class action for damages and other monetary relief
14 on behalf of the following class:

15 All California citizens and residents who purchased Sam’s Club’s annual
16 memberships (Advantage, Advantage Plus, Business, and Business Plus)
17 after the expiration of their previous annual memberships (hereafter referred
18 to as “Renewal 12-Month Membership”) from August 19, 2006 through the
19 present.

20 29. Excluded from the Class are governmental entities, Defendants, any
21 entity in which defendants have a controlling interest, and Defendants’ officers,
22 directors, affiliates, legal representatives, employees, co-conspirators, successors,
23 subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or
24 judicial officer presiding over this matter and the members of their immediate
25 families and judicial staff.

26 30. NUMEROSITY: The proposed Class is so numerous that individual
27 joinder of all its members is impracticable. Due to the nature of the trade and
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1 commerce involved, however, Plaintiffs believe that the total number of Class
2 members is at least in the tens of thousands and members of the Class as numerous
3 and geographically dispersed across California. While the exact number and
4 identities of the Class members are unknown at this time, such information can be
5 ascertained through appropriate investigation and discovery.

6 31. COMMONALITY: There is a well-defined community of interest in
7 the questions of law and fact involved affecting the class and these common
8 questions predominate over any questions that may affect individual Class
9 members. Common questions of fact and law include, but are not limited to, the
10 following:

- 11 a. whether Defendant's policy and practice in regard to the sale and
12 implementation of Renewal 12-Month Memberships purchased by
13 members of the Class is fraudulent, deceptive, misleading and
14 improper;
- 15 b. whether Defendant's actions constitute violations of California's
16 *Business & Professional Code* Section 17200;
- 17 c. whether Defendant is defrauding the general public through its
18 actions;
- 19 d. whether Defendant is being unjustly enriched at the expense of
20 consumers in connection with the sale and implementation of
21 Renewal 12-Month Memberships;
- 22 e. whether Defendant has breached its contracts made with members
23 through the implementation of its policies and practices with
24 respect to Renewal 12-Month Memberships;
- 25 f. whether Defendant has converted money and other benefits
- 26 g. whether members of the Class have sustained damages and, if so,
27 the proper measure thereof; and
28

1 h. whether Defendant should be enjoined from the continued practices
2 and policies with respect to the sale and implementation of
3 Renewal 12- Month Memberships;

4 32. TYPICALITY: Plaintiff's claims are typical of the claims of the
5 members of the Class. Plaintiff and all members of the Class have been similarly
6 affected by Defendant's common course of conduct.

7 33. ADEQUACY: Plaintiff will fairly and adequately represent and
8 protect the interests of the Class. Plaintiff has no interests adverse to that of the
9 class. Plaintiff has retained counsel with substantial experience in handling
10 complex class action litigation. Plaintiff and his counsel are committed to
11 vigorously prosecuting this action on behalf of the Class.

12 34. SUPERIORITY: A class action is superior to other available methods
13 for the fair and efficient adjudication of the present controversy. Individual joinder
14 of all members of the class is impracticable. Even if individual class members had
15 the resources to pursue individual litigation, it would be unduly burdensome to the
16 courts in which the individual litigation would proceed. Individual litigation
17 magnifies the delay and expense to all parties in the court system of resolving the
18 controversies engendered by Defendants' common course of conduct. The class
19 action device allows a single court to provide the benefits of unitary adjudication,
20 judicial economy, and the fair and efficient handling of all class members' claims
21 in a single forum. The conduct of this action as a class action conserves the
22 resources of the parties and of the judicial system and protects the rights of the
23 class members. Furthermore, for many, if not most, a class action is the only
24 feasible mechanism that allows an opportunity for legal redress and justice.
25 Adjudication of individual class members' claims with respect to the Defendants
26 would, as a practical matter, be dispositive of the interests of other members not

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1 parties to the adjudication, and could substantially impair or impede the ability of
2 other class members to protect their interests.

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5 **FIRST CLAIM FOR RELIEF**

6 **Violation of California Business and Professions**

7 **Code Sections 17200 et seq.**

8 **(By Plaintiff and Class Against Defendant)**

9
10 35. Plaintiff incorporates by reference all preceding paragraphs as if fully
11 set forth herein.

12 36. Plaintiff brings this cause of action on behalf of itself, on behalf of the
13 Class Members, and in their capacity as private attorney generals against all
14 Defendants for their unlawful, unfair, fraudulent and/or deceptive business acts
15 and/or practices pursuant to *California Business & Professions Code* section 17200
16 et seq. which prohibits all unlawful, unfair and/or fraudulent business acts and/or
17 practices.

18 37. Plaintiff asserts these claims as they are representatives of an
19 aggrieved group and as private attorneys general on behalf of the general public
20 and other persons who have expended funds that the Defendant should be required
21 to pay or reimburse under the restitutionary remedy provided by *California*
22 *Business & Professions Code* §§ 17200, et seq.

23 38. Plaintiff and Class Members were consumers who purchased Renewal
24 12-Month Memberships but who did not receive the full 12 months of membership
25 because Defendant backdated the membership to the old expiration date of the
26 initial membership.

1 39. Unlawful: The unlawful acts and practices of Defendant alleged
2 above constitutes unlawful business acts and/or practices within the meaning of
3 *California Business & Professions Code* §§ 17200, *et seq.* Defendant's unlawful
4 business acts and/or practice as alleged herein have violated numerous laws and/or
5 regulations - federal and/or state, statutory and/or common law - and said predicate
6 acts are therefore *per se* violations of §17200, *et seq.* These predicate unlawful
7 business acts and/or practices include, but are not limited to, the following:
8 *California Civil Code* §§ 1572 (Actual Fraud - Omissions), 1573 (Constructive
9 Fraud by Omission), and 1710 (Deceit), and other statutory and common laws in
10 effect.

11 40. Unfair: Defendant's misconduct as alleged in this action constitutes
12 negligence and other tortious conduct and this misconduct gave Defendant an
13 unfair competitive advantage over their competitors

14 41. Defendant's misconduct as alleged herein caused Plaintiff and Class
15 Members substantial injury. The harm to Plaintiff, members of the general public
16 and Class Members outweighs the utility, if any, of Defendant's policies, acts
17 and/or practices, and consequently Defendant's conduct herein constitutes an unfair
18 business act or practice within the meaning of *California Business & Professions*
19 *Code* §§ 17200, *et seq.*

20 42. Fraudulent: Through their omissions and/or acts, practices and non-
21 disclosures as alleged herein, Defendant made false representations in order to
22 deceive the public leading to consumer confusion. Said omissions, acts, practices
23 and non-disclosures as alleged herein therefore constitute fraudulent business acts
24 and/or practices within the meaning of *California Business & Professions Code* §§
25 17200, *et seq.*

26 43. Defendant's conduct, as fully described herein, was designed to and
27 was therefore likely to deceive members of the consuming public, and at all times,
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1 Defendant's failures to disclose and their omission of material facts have been and
2 continue to be unfair, fraudulent, untrue and/or deceptive

3 44. As a direct and proximate result of the aforementioned omissions, acts
4 and practices, Defendant received monies and continues to hold the monies
5 expended by Plaintiff and Class Members similarly situated who purchased
6 Renewal 12-Month Memberships as described herein.

7 45. The unfair, deceptive and/or fraudulent business practices of
8 Defendant, as fully described herein, present a continuing threat to members of the
9 public to be misled and/or deceived by Defendant's actions. Plaintiff and other
10 members of the general public have no other remedy of law that will prevent
11 Defendant's misconduct as alleged herein from occurring and/or reoccurring in the
12 future.

13 46. As a direct and proximate result of Defendant's unfair and/or
14 fraudulent conduct alleged herein, Plaintiffs and Class members are direct victims
15 of the Defendant's unlawful conduct, and each has suffered injury in fact, and has
16 lost money or property as a result of Defendant's unfair competition.

17
18 **SECOND CLAIM FOR RELIEF**

19 **Conversion**

20 **(By Plaintiff and Class Against Defendant)**

21
22 47. Plaintiff incorporates by reference all preceding paragraphs as if fully
23 set forth herein.

24 48. By engaging in the conduct described above, Defendant has converted
25 economic and financial benefits that rightly belong and inure to Plaintiff and the
26 other members of the Class and are required to compensate them fully for the
27 damages that they have suffered as a result of Defendant's actions.
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1 49. By reason of the foregoing, Defendant is liable to Plaintiff and the
2 other members of the Class for the damages that they have suffered as a result of
3 Defendant's actions, the amount of such damages to be determined at trial.

4 50. Defendant's conduct was intentional, wanton, willful, malicious, and
5 in blatant disregard of, or grossly negligent and reckless with respect to, the
6 economic interests of Plaintiff and the other members of the Class, and such
7 conduct was designed and had the effect of hiding such harm from Plaintiff and
8 Class members.

9 51. Defendant is therefore additionally liable for punitive damages, in an
10 amount to be at trial.

11
12 **PRAYER FOR RELIEF**

13
14 Wherefore, Plaintiff and members of the Class request that the Court enter
15 an order or judgment against Defendant as follows:

16 1. Certification of the proposed classes and notice thereto to be paid by
17 Defendant;

18 2. Adjudge and decree that Defendants have engaged in the conduct
19 alleged herein;

20 3. For all legal and equitable remedies available under the Unfair
21 Business Practices Act;

22 4. For any and all other legal and equitable remedies that may be
23 available, including damages, injunctive relief, statutory penalties, punitive
24 damages, attorneys' fees, costs, and pre-judgment and post-judgment interest; and

25 5. For any and all such other and further relief that this Court may deem
26 just and proper.

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DEMAND FOR JURY TRIAL

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Plaintiff hereby demands a jury trial.

DATED: August 19, 2010 LEE TRAN & LIANG APLC

By: JAMES LEE / S EHL

LEE TRAN & LIANG APLC
James M. Lee, State Bar No. 192301
Caleb H. Liang, State Bar No. 261920

FOOTE, MEYERS, MIELKE FLOWERS LLC
Robert M. Foote (pro hac vice pending)
Kathleen Chavez (pro hac vice pending)
Matthew Herman (pro hac vice pending)

Attorneys for Plaintiff and Class

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601 S. Figueroa Street, Suite 4025
Los Angeles, CA 90017

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAW OFFICES OF J. JOHN OH, APC, a California corporation, and on behalf of all others similarly situated,

PLAINTIFF(S)

v.

WAL-MART STORES, INC., a Delaware corporation; and DOES 1-10, Inclusive,

DEFENDANT(S).

CASE NUMBER

SACV10-01271 CJC FMOx

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, LEE TRAN & LIANG APLC, whose address is 601 S. FIGUEROA STREET, SUITE 4025, LOS ANGELES, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

AUG 19 2010

Dated: _____

CHRISTOPHER POWERS

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> LAW OFFICES OF J. JOHN OH. APC, a California corporation, and on behalf of all others similarly situated.	DEFENDANTS WAL-MART STORES, INC., a Delaware corporation; and DOES 1-10 Inclusive.
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(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) LEE TRAN & LIANG APLC James M. Lee (CA Bar No. 192301) 601 S. Figueroa Street, Suite 4025, Los Angeles, CA 90017	Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No
 MONEY DEMANDED IN COMPLAINT: \$ According to proof.

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Violation of Cal. Bus. Prof. Code Sec. 17200 et seq.; and conversion

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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SACV10-01271

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District: California County outside of this District: State if other than California: or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District: State, if other than California: or Foreign Country
Law Offices of J. John Oh, APC - Orange County	

(b) List the County in this District: California County outside of this District: State if other than California: or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District: State, if other than California: or Foreign Country
	Wal-Mart Stores, Inc. - Arkansas

(c) List the County in this District: California County outside of this District: State if other than California: or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District: State, if other than California: or Foreign Country
Orange County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
 Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): JAMES LEE / EHL Date 8/19/10

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))