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

**AUG 04 2015**

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5 Jason Skinner

CA

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

6  
7 **CCW-D-322 - William F. HIGHBERGER**

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

11 JASON SKINNER, on behalf of himself, the  
12 General Public, and all others similarly  
situated,

Case No.: **BC590241**  
CLASS ACTION

13 Plaintiff,

**Complaint For Violations  
of California Consumer  
Protections Statutes:**

14 v.

(1) Civil Code § 1749.5

15 DAVE & BUSTER'S, INC.; and DOES 1  
16 through 20,

(2) Civil Code § 1750 et seq.

17 Defendant.

(3) Business and Professions Code §  
17200 et seq.

(4) Business and Professions Code §  
17500

RECEIPT #: CCH524880042  
DATE PAID: 08/04/15 12:15 PM  
PAYMENT: \$1,000.00  
RECEIVED: \$ 310  
CHECK: \$1,000.00  
CASH: \$0.00  
CHANGE: \$0.00  
SHRD: \$0.00

CIT/CASE: BC590241  
LEA/DEF#:

**BY FAX**

22 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

23 All allegations made in this Complaint are based upon information and belief, except  
24 those allegations which pertain to Plaintiff Jason Skinner ("Plaintiff") and Plaintiff's counsel  
25 which are based on personal knowledge. Plaintiff's information and belief are based upon  
26 *alio*, Plaintiff's own investigation and the investigation conducted by Plaintiff's attorneys.

27 Plaintiff hereby alleges:

28 ///

RECEIPT #: CCH524880042  
DATE PAID: 08/04/15 12:14 PM  
PAYMENT: \$435.00  
RECEIVED: \$ 310  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
SHRD: \$0.00

CIT/CASE: BC590241  
LEA/DEF#:

1  
COMPLAINT

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1 INTRODUCTION

2 1. Eight years ago, the California Legislature determined that gift cards have become  
3 increasingly popular as a means of gift-giving, but consumers were not able to redeem the full  
4 value of the gift cards they received. (Senate Judiciary Committee, Bill Analysis, Senate Bill  
5 250, (2007-2008 Reg. Session), March 27, 2007, p. 1.) A retail trade organization estimated that  
6 gift card sales amounted to \$82 billion in 2006, with 10% -- \$8.2 billion -- of that *lost to*  
7 *consumers due to unredeemed value on the cards*, or expiration or loss of the gift card. (*Id.* at pp.  
8 1-2.) It is also reported that in the U.S., *40 percent of recipients do not use the full value of their*  
9 *gift cards*. (Assembly Floor, Bill Analysis, Senate Bill 885, (2009-2010 Reg. Session), May 28,  
10 2010, p. 1.) Often the unredeemed amounts go back to the retailers as revenue. (*Id.*) “This is a  
11 staggering amount of money for consumers to lose.” (*Id.*)

12 2. In reaction to this inequity, in 2007, California State Senator Ellen M. Corbett  
13 authored Senate Bill 250, stating consumers with small values on their gift cards often cannot  
14 buy anything sold by the gift card seller with the remaining value on the card, and they cannot  
15 get change for the value. (Senate Judiciary Committee, Bill Analysis, Senate Bill 250, (2007-  
16 2008 Reg. Session), March 27, 2007, p. 1.)

17 3. Senator Corbin and supporters of SB 250 also noted that often a consumer finds  
18 himself or herself with a gift card with a small amount of money remaining on the card, the  
19 retailer refuses to redeem the remaining value of the card for cash, and the consumer ends up  
20 forfeiting the remaining value of the card, unless he or she makes an unnecessary purchase which  
21 would likely involve additional out-of-pocket costs for the consumer. (*Id.*) Senator Corbett  
22 argued that consumers should be relieved from this Hobson's choice.

23 4. Another scenario posited by Senator Corbett and supporters of SB 250 is when a  
24 consumer receives a gift card that he or she cannot use because they do not have the requisite  
25 equipment or product to go with the card, do not have ready access to a particular retailer, or do  
26 not shop at a particular retailer. (*Id.*) In the above scenarios, the consumer loses the remaining  
27 value of the card, which remains in the hands of the business, and thus amounts to a windfall  
28 profit for the business. (*Id.*)

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1           5.       To alleviate this unfairness, in 2008, SB 250 was enacted, which amended our  
2 State’s longstanding gift certificate and gift card statute to require that “**any gift certificate with**  
3 **a cash value of less than ten dollars (\$10) is redeemable in cash for its cash value.**” (Civil  
4 Code Section 1749.5(b)(2) – hereinafter, “Section 1749.5(b)(2).”) Accordingly, any consumer  
5 requesting cash back from a low-balance gift card is entitled to just that.

6           6.       While consumers gained new rights under Section 1749.5(b)(2), many retailers  
7 are still failing to comply with the law. For example, in 2009, Starbucks was taken to court in  
8 three counties by the District Attorney for failing to give cash back on gift cards with a balance  
9 under \$10.00. Starbucks agreed to pay \$225,000 in civil penalties for not complying with the  
10 amended gift card law. And in 2012, the District Attorneys of Solano County and Shasta County  
11 obtained a judgment against Cinemark USA, Inc. consisting of an injunction and significant civil  
12 penalties for its repeated violation of Section 1749.5(b)(2). (*The People of California v.*  
13 *Cinemark USA, Inc. dba Century Theaters*, Solano County Sup. Ct., case no. FSC039609).

14           7.       This putative class action arises from Defendant’s past, present, and future  
15 noncompliance with Civil Code section 1749.5(b)(2). Plaintiff alleges that as a result of  
16 Defendant’s ongoing policy and/or practice of failing to provide cash to consumers wishing to  
17 redeem a gift card with a cash value less than \$10.00, or alternatively, Defendant’s failure to  
18 maintain a policy and/or practice of complying with Civil Code section 1749.5(b)(2), Defendant  
19 has violated and will continue to violate consumers’ statutory rights pursuant to Civil Code  
20 section 1749.5; Civil Code section 1770; and Business and Professions Code sections 17200 et  
21 seq.

22           8.       In pursuing this action, Plaintiff does not seek any relief greater than or different  
23 from the relief sought for the putative class of which Plaintiff is a member. The action, if  
24 successful, will enforce an important, ongoing right of consumers affecting the public interest  
25 and would confer a significant benefit, whether pecuniary or non-pecuniary, on a large class of  
26 persons (i.e., all California consumers who possess Defendant’s gift cards with a balance of less  
27 than \$10.00). Private enforcement is necessary and places a disproportionate financial burden on  
28 Plaintiff in relation to Plaintiff’s stake in the matter.

1 JURISDICTION

2 9. This Court has jurisdiction over Respondent pursuant to Code of Civil Procedure  
3 section 410.10 and pursuant to the California Constitution, Article VI, Section 10.

4 10. This Court has jurisdiction over Defendant because Defendant intentionally avails  
5 itself of the consumer markets within the County of Los Angeles and the subject transaction  
6 occurred in the County of Los Angeles.

7 11. Further, section 17203 of the Business and Professions Code empowers “any  
8 court of competent jurisdiction” to enter orders or judgments to prevent the use or employment  
9 of any practice which constitutes unfair competition, which are alleged in this Complaint.

10 12. Additionally, Civil Code section 1780(d) allows actions commenced under the  
11 Consumers Legal Remedies Act to be filed in a county in which Defendant is doing business.

12 13. Plaintiff does not seek judgment individually or for any consumer of more than  
13 \$75,000.00 total per person, for all recovery, damages, interest, costs, or any other thing or type.  
14 Similarly, the total benefit or value to Plaintiff or any consumer is not more than \$75,000.00 total  
15 per person, for all recovery, damages, interest, costs, or any other thing or type. The cost to  
16 Defendant of all relief sought herein is less than \$75,000.00 per person.

17 PARTIES

18 14. Plaintiff is now, and was at all times mentioned in this Complaint, a consumer  
19 and an individual who, during the past twelve months, acquired by purchase goods or services  
20 for personal, family, or household purposes, to wit, a Dave & Buster’s , Inc. gift card. Further,  
21 Plaintiff maintains all rights to the subject gift card and/or was assigned all rights to the gift card  
22 and the rights and obligations that flow from the possession and use of the gift card.

23 15. Defendant Dave & Buster’s, Inc. (hereinafter, “Dave & Buster’s” or Defendant)  
24 owns and operates Dave & Buster’s restaurants in California, selling food and drinks to the  
25 general public. Defendant also sells Dave & Buster’s gift cards.

26 16. The true names and capacities, whether individual, corporate, associate, or  
27 otherwise, of Defendants sued herein as DOES 1 through 20, inclusive, is currently unknown to  
28 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil

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1 Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to reflect the  
2 true names and capacities of the Defendants designated hereinafter as DOES when such identities  
3 become known.

4 17. Each of the Defendants sued herein was the principal, agent, or employee of the  
5 other, and was acting within the scope of such agency or employment. Each Defendant sued  
6 herein was the co-conspirator of the other and was acting within the course and scope of a  
7 conspiracy formed amongst each of them. Each Defendant sued herein aided and abetted the  
8 other with the intent that each would be successful in their mutual endeavors. Each Defendant  
9 sued herein received money or property as a result of the conduct described herein without  
10 consideration therefore and/or with knowledge that the money or property was obtained as a  
11 result of the wrongful conduct described herein. Each entity Defendant sued herein is a shell  
12 organization, and is actually the alter ego of the other Defendants sued herein.

13 18. As used in this Complaint, the words "Defendant" or "Defendants" are used  
14 interchangeably. These words mean and include each and every Defendant sued herein, including  
15 DOES.

16 **FACTUAL ALLEGATIONS**

17 19. Plaintiff refers to and incorporates by reference each and every paragraph above  
18 as though set forth fully herein.

19 20. As used herein, "Gift Card" means a card approximately the size of a credit card  
20 made of plastic or similar material, and that contains a magnetic "swipe" strip. The magnetic  
21 strip on the card is encoded by the seller of the card with a certain restaurant monetary value,  
22 which then becomes the card "balance." When the holder of the gift card selects items or services  
23 to purchase from the seller of the gift card, the holder presents the card to the seller and the  
24 available balance on the gift card is applied to the purchase or the service the same as cash. The  
25 terms "Gift Card" and "Gift Certificate" are interchangeable.

26 21. Defendant sells gift cards in California to consumers that contain various  
27 restaurant values, which represent the "balance" on the gift card.

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1           22.     According to statements and advertising set forth on Defendant's gift cards,  
2 Defendant's gift cards are not redeemable for the cash balance on the gift card either before or  
3 after the balance on the card falls below \$10.00.

4           23.     Specifically, Defendant's gift cards disclose and display the following terms and  
5 conditions related to the gift card's use and redemption:

- 6           • This card will not be replaced if lost or stolen and user will not be issued  
7           any cash back. (Emphasis added.)

8           24.     At no point did Defendant inform Plaintiff (or the general public) that Defendant's  
9 gift cards may be redeemed for cash if the balance of the gift card falls below \$10.00, to the  
10 contrary, the language/advertising on the gift card specifically states the user will not be issued  
11 any cash back.

12          25.     Within the last 12 months, Plaintiff visited a Dave & Buster's restaurant located  
13 in California with a Dave & Buster's gift card, and Plaintiff purchased items Plaintiff wanted  
14 using the Dave & Buster's gift card to pay for the items.

15          26.     After paying for the items selected using the Dave & Buster's gift card, Plaintiff's  
16 gift card balance was less than \$10.00.

17          27.     Plaintiff did not want any other items offered by Defendant; instead, Plaintiff  
18 wanted the cash value of the gift card.

19          28.     Plaintiff asked the Dave & Buster's employee (food server) if Plaintiff could  
20 obtain the cash balance of the card. Defendant's employee informed Plaintiff that Plaintiff could  
21 *not* get the balance in cash and the balance had to remain on the card for future use at Dave &  
22 Buster's.

23          29.     Plaintiff also read and relied upon the advertising on the Dave & Buster's gift  
24 card which stated the gift card holder cannot get cash back. Plaintiff therefore, reasonably  
25 believed based upon the statement on the gift card and the statement of the Dave & Buster's  
26 employee that Plaintiff could not redeem the low value gift card for cash, and the gift card was  
27 therefore worthless to Plaintiff.

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1 30. Plaintiff was denied the cash balance of Plaintiff's gift card despite the fact that  
2 the balance on the card was less than \$10.00 and Defendant's employee was aware of the balance  
3 on the card at the time of the request.

4 31. Prior to filing this lawsuit, investigations were performed on Plaintiff's behalf to  
5 determine if this particular Dave & Buster's employee's failure to comply with California's gift  
6 card law was an isolated incident.

7 32. The results of Plaintiff's pre-filing investigations revealed that employees of Dave  
8 & Buster's consistently refused to honor valid requests for cash back on gift cards with a balance  
9 of less than \$10.00.

10 33. By Defendant's actions in (a) not having an existing policy of complying with  
11 Civil Code section 1749.5(b)(2), or in failing to comply with such a policy to provide California  
12 consumers cash for gift cards with a restaurant value of under \$10.00, (e.g., failing to have a  
13 *consistent practice of honoring requests for cash* pursuant to Civil Code section 1749.5(b)(2));  
14 and (b) falsely advertising the terms related to redeeming gift cards for cash, all current and future  
15 holders of gift cards with a balance of less than \$10.00 are denied certain consumer protections  
16 afforded to under the laws of this State.

17 34. Defendant has become unjustly enriched – and will continue to become unjustly  
18 enriched – by Defendant retaining the actual cash paid for such gift cards and by requiring  
19 consumers to redeem gift cards for Defendant's items or services only, even when Plaintiff and  
20 other California consumers do not wish to purchase Defendant's items or services.

21  
22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF CIVIL CODE SECTION 1749.5**

24 **[CALIFORNIA GIFT CARD LAW]**

25 **(As Against All Defendants)**

26 35. Plaintiff refers to and incorporates by reference each and every paragraph above  
27 as though set forth fully herein.

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1           36. Pursuant to Civil Code section 1749.5(b)(2), any gift certificate (or gift card) with  
2 a cash value of less than \$10.00 is redeemable in cash for its cash value.

3           37. Plaintiff owned and possessed a Dave & Buster's gift card with a cash value of  
4 less than \$10.00 and asked Defendant to redeem the gift card in cash for its cash value. Plaintiff  
5 did not want more of Defendant's items and therefore, did not want to redeem the gift card for  
6 any items sold by Defendant; Plaintiff wanted the cash value of the gift card.

7           38. As part of Defendant's policy and practice – or with disregard to any policy  
8 Defendant may have – Defendant's employee refused to redeem Plaintiff's gift card in cash for  
9 its cash value and did not honor Plaintiff's request for the cash value of the gift card, which was  
10 less than \$10.00.

11           39. Defendant was and is required by law – irrespective of any contract or agreement  
12 that may have existed – to redeem Plaintiff's gift card for cash, and any waiver of this  
13 requirement is void and unenforceable pursuant to Civil Code section 1749.51.

14           40. Through its acts and practices, Defendant has violated Civil Code section  
15 1749.5(b)(2), and will continue to violate this consumer protection statute, and Plaintiff and all  
16 others similarly situated have suffered damages and will continue to suffer damages as a result,  
17 to wit, Plaintiff and the members of the class Plaintiff purports to represent, have been denied –  
18 and will continue to be denied – money to which Plaintiff and the putative class have a cognizable  
19 claim. Plaintiff and all others similarly situated lost – and will lose – the cash value of the gift  
20 cards by Defendant's refusal to comply with Civil Code section 1749.5(b)(2) and honor  
21 consumers' past and future requests to obtain the cash value of gift cards with a balance of less  
22 than \$10.00. Defendant's acts and practices caused Plaintiff to keep a gift card that can only be  
23 used for items Plaintiff does not wish to purchase, and will cause consumers in California to keep  
24 (or discard) Defendant's gift cards that can only be used for items or services.

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1 SECOND CAUSE OF ACTION

2 VIOLATION OF CIVIL CODE SECTIONS 1750 ET SEQ.

3 [CONSUMERS LEGAL REMEDIES ACT]

4 (As Against All Defendants)

5 41. Plaintiff refers to and incorporates by reference each and every paragraph above  
6 as though set forth fully herein.

7 42. Civil Code section 1770 generally states:

8 “(a) The following unfair methods of competition and unfair or deceptive acts or  
9 practices undertaken by any person in a transaction intended to result or which  
10 results in the sale or lease of goods or services to any consumer is unlawful:

11 (14) Representing that a transaction confers or involves rights, remedies, or  
12 obligations which it does not have or involve, or which is prohibited by law.” (*Civ.*  
13 *Code*, § 1770(a)(14).)

14 43. Defendant, individually and/or through its agents and employees, engaged in the  
15 following violations of Civil Code section 1770: Defendant represented – and continues to  
16 represent – that the transaction (the sale and ownership of its gift cards) confers or involves rights,  
17 remedies, or **obligations** that it does not have or involve, or which is prohibited by law.  
18 Specifically, Defendant represented – and continues to represent – to purchasers and recipients  
19 of its gift cards that the holder of a gift card was and is obligated to redeem the gift card for items  
20 only and was not – and will not be – permitted to redeem the gift card for cash if the gift card’s  
21 restaurant value is less than \$10.00.

22 44. Further, Defendant represented – and continues to represent – that that Defendant  
23 has the **right** to retain (as a forfeiture) the value of the gift card under \$10.00, whether or not the  
24 gift card holder wants to actually purchase items from Defendant. This unlawful “right” to retain  
25 money paid for a gift card is contrary to the intent and purpose of Civil Code section 1749.5.

26 45. Such claims, rights, and obligations violate the law and therefore the actions,  
27 omissions, and misrepresentations being made by Defendant violate Civil Code sections 1750 *et*  
28 *seq.* including but not limited to Civil Code section 1770(a)(14).

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1 46. Defendant continues to violate Civil Code sections 1750 *et seq.* and Plaintiff, and  
2 all others similarly situated, have a statutory right to redeem Defendant's gift cards for cash if  
3 the gift card's restaurant value is less than \$10.00.

4 47. Plaintiff may amend this Complaint to demand nominal damages upon Plaintiff's  
5 compliance with Civil Code section 1782(a).

6  
7 **THIRD CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ.**

9 **[UNFAIR COMPETITION LAW]**

10 **(As Against All Defendants)**

11 48. Plaintiff refers to and incorporates by reference each and every paragraph above  
12 as though set forth fully herein.

13 49. Beginning on a date unknown to Plaintiff, but within the four years preceding the  
14 filing of this Complaint, Defendant sued herein has engaged in, is engaged in, and proposes to  
15 engage in unfair competition, as that term is defined in Business and Professions Code section  
16 17200. As used in this Complaint and in Section 17200, "unfair" means (1) an unlawful, unfair  
17 or fraudulent business act or practice; (2) unfair, deceptive, untrue or misleading advertising;  
18 and/or (3) an act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division  
19 7 of the Business and Professions Code. This conduct is actionable pursuant to Business and  
20 Professions Code sections 17200, 17203.

21 **UNLAWFUL ACTS AND PRACTICES**

22 50. Violation of Civil Code section 1749.5: Defendant's acts and practices of failing  
23 to provide Plaintiff, individually and/or all others similarly situated, cash back on gift cards with  
24 a restaurant value of under \$10.00 violates Civil Code section 1749.5; therefore the continuing  
25 violation constitutes an unlawful business act or practice within the meaning of Business and  
26 Professions Code section 17200.

27 51. Violation of Civil Code section 1770: Defendant's acts and practices of  
28 representing that the transaction (the sale and purchase of a gift card) confers or involves rights,

1 remedies, or **obligations** that it did not have or involve, or which is prohibited by law, and  
2 Defendant's representations that it has the **right** to retain (as a forfeiture) the value of gift cards  
3 with a balance less than \$10.00, whether or not the gift card holder wants to actually purchase  
4 items or services from Defendant, violates Civil Code section 1770 (Consumers Legal Remedies  
5 Act) as more fully set forth *supra*. Accordingly, the continuing violation of Civil Code section  
6 1770 constitutes an unlawful business act or practice within the meaning of Business and  
7 Professions Code section 17200.

8 52. Violation of Business and Professions Code section 17500 et seq.: Defendant's  
9 acts and practices of false and misleading advertising as set forth herein violates Business and  
10 Professions Code section 17500 as more fully set forth *infra*. Accordingly, the continuing  
11 violation of Business and Professions Code 17200 constitutes an unlawful business act or  
12 practice within the meaning of Business and Professions Code section 17200.

13 UNFAIR ACTS AND PRACTICES

14 53. Defendant's ongoing acts and practices are unfair, even if not unlawful, in that  
15 Defendant failed to provide Plaintiff and all others similarly situated, the cash balance of gift  
16 cards with a balance of less than \$10.00, whereby the holder finds himself or herself with a gift  
17 card with a small amount of money remaining on the card, the retailer refuses to redeem the  
18 remaining value of the card for cash, and the consumer ends up forfeiting the remaining value of  
19 the card, unless he or she makes an unnecessary purchase which would likely involve additional  
20 out-of-pocket costs for the consumer. This is an unfair practice specifically addressed by the  
21 Legislature when it amended Civil Code section 1749.5. (Senate Judiciary Committee, Bill  
22 Analysis, Senate Bill 250, (2007-2008 Reg. Session), March 27, 2007, p. 1.)

23 54. Defendant's continuing acts and practices are unfair, even if not unlawful, in that  
24 in refusing to provide cash back for gift cards with a balance of less than \$10.00, Plaintiff and all  
25 others similarly situated are left with a gift card with a balance below the cost of Defendant's  
26 items or services, thus requiring the consumer to pay more to use the gift card. Therefore, the  
27 consumer either loses the remaining value of the card, which remains in the hands of the business,  
28 and thus amounts to a windfall profit for the business, or spends more at the Defendant's

1 establishment. This is an unfair practice specifically addressed by the Legislature when it  
2 amended Civil Code section 1749.5. (*Id.*)

3 55. Defendant's continuing acts and practices are unfair, even if not unlawful, in that  
4 Defendant denies consumers, like Plaintiff and all others similarly situated, with the right to  
5 ready access to liquid assets, including the cash value of their gift cards. The remainder on their  
6 unused gift cards could make the difference in paying bills and making ends meet. This problem  
7 is so common that approximately \$5 billion in gift cards goes unspent every year. After a few  
8 years the retailer gets to claim the consumer's money as profit without supplying a product or  
9 paying sales tax. This is an unfair practice specifically addressed by the Legislature when it  
10 amended Civil Code section 1749.5. (Assembly Floor, Bill Analysis, SB 885 (2009-2010 Reg.  
11 Session), April 6, 2010.)

12 FRAUDULENT ACTS AND PRACTICES

13 56. Defendant advertised and continues to advertise to the general public that its gift  
14 cards cannot be redeemed for cash, when in fact and by law, any gift card with a cash value less  
15 than ten dollars (\$10.00) is redeemable in cash for its cash value in California.

16 57. Plaintiff has suffered an injury in fact; Plaintiff, along with those similarly  
17 situated, suffered – and continues to suffer – an invasion of a legally protected interest that is (a)  
18 concrete and particularized, and (b) actual or imminent, not conjectural or hypothetical. Plaintiff,  
19 along with those similarly situated, have an ongoing legally protected interest (as evinced by  
20 Civil Code sections 1749.5 and 1770(a)(14)) in obtaining the cash for the value of any gift card  
21 sold by Defendant with a restaurant value of less than \$10.00, and in not being misled as to the  
22 rights and obligations of the parties in obtaining the cash equivalent of the restaurant value of the  
23 gift card sold by Defendant in an amount less than \$10.00. By and through Defendant's ongoing  
24 policies and practices, Plaintiff and all others similarly situated have suffered an actual invasion  
25 of their legally protected interests and continue to suffer an actual invasion of their legally  
26 protected interests.

27 58. Further, Plaintiff, along with those similarly situated, have lost and will continue  
28 to lose money and/or property as a result of such practices and unfair competition, in that these

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1 consumers are denied the cash value of any gift cards sold by Defendant containing a balance  
2 less than \$10.00. Through Defendant's policy and/or practices, Plaintiff and all others similarly  
3 situated have suffered – and will continue to suffer – damages as a result, to wit, Plaintiff and the  
4 members of the class Plaintiff purports to represent, have been denied and will be denied money  
5 to which Plaintiff and the putative class have a cognizable claim.

6 59. Plaintiff does not want items sold by Defendant and Defendant's conduct has  
7 caused Plaintiff to have a gift card that can only be used for items Plaintiff does not wish to  
8 purchase. Plaintiff and all others similarly situated have lost and will continue to lose the cash  
9 value of the gift cards sold by Defendant by Defendant's perpetual refusal to allow gift card  
10 holders to obtain the cash value of gift cards containing a balance of less than \$10.00.

11 60. The unlawful, unfair, and fraudulent business practices of Defendant, as described  
12 above, present a continuing threat to members of the general public in that the public will be and  
13 is deceived into thinking Defendant has the right to refuse to redeem for cash the cash value of  
14 Defendant's gift cards which have a balance of less than \$10.00. Defendant continues to engage  
15 in these practices and will not cease doing so unless and until an injunction is issued.

16 61. As a direct and proximate result of the aforementioned unlawful, unfair, or  
17 fraudulent acts and/or practices, Defendant received and continues to hold monies paid by  
18 Plaintiff and other California consumers, including interest and other revenues generated from  
19 Defendant's practices within California.

20  
21 **CLASS ACTION ALLEGATIONS**

22 62. Plaintiff refers to and incorporates by reference each and every paragraph above  
23 as though set forth fully herein.

24 63. Plaintiff brings this action on Plaintiff's own behalf, on behalf of the general  
25 public, and on behalf of all persons similarly situated, as a class action pursuant to Code of Civil  
26 Procedure section 382 and Civil Code section 1781.

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64. This lawsuit is brought on behalf of an ascertainable class, initially identified as:  
“All Consumers in California who (1) had possessed or currently possesses a Dave & Buster’s gift card with a balance of less than \$10.00, which was purchased [during the Class Period]; and/or (2) possess a Dave & Buster’s gift card which contains the following term: “the user will not be issued any cash back,” which was purchased [during the Class Period].

65. The class period is four years prior to the filing of this complaint to the date of class certification.

66. Excluded from the class are Defendant, its corporate parents, subsidiaries and affiliates, officers and directors, any entity in which Defendant has a controlling interest, and the legal representatives, successors or assigns of any such excluded persons or entities.

67. Plaintiff reserves the right under Rule 3.765 of the California Rules of Court to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

68. The members of the class are so numerous that joinder of all members is impracticable. While the exact number of class members is unknown to Plaintiff at this time, such information can be ascertained through appropriate discovery, and/or from records maintained by Defendant and its agents.

69. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable, the likelihood of individual class members prosecuting separate claims is remote, and individual class members do not have a significant interest in individually controlling the prosecution of separate actions. Relief concerning Plaintiff’s rights under the laws alleged herein and with respect to the class as a whole would be appropriate. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

70. There is a well-defined community of interest among the members of the class because common questions of law and fact exist as to all members of the class and predominate over any questions affecting solely individual members of the class; Plaintiff’s claims are typical of the members of the class; and Plaintiff can fairly and adequately represent the interests of the

1 class.

2 71. Among the questions of law and fact common to the class are:

- 3 A. Whether each class member possesses a gift card sold by Defendant with a  
4 restaurant value of less than \$10.00;
- 5 B. Whether Defendant maintained a policy and/or practice of denying California  
6 consumers' requests to redeem for cash gift cards sold by Defendant with a cash  
7 value of less than \$10.00;
- 8 C. If Defendant maintained a written policy of honoring California consumers'  
9 requests to redeem for cash gift cards sold by Defendant with a cash value of less  
10 than \$10.00, did Defendant's employees follow the policy;
- 11 D. Whether Defendant made statements on its gift cards concerning the right of  
12 Plaintiff and the class to redeem the gift cards for cash when the balance of the  
13 gift card falls below \$10.00;
- 14 E. Whether Defendant marketed or advertised its gift cards in a manner that misled  
15 Plaintiff and the class into believing that they could not redeem the gift card for  
16 cash;
- 17 F. Whether Defendant's misrepresentations were material; and
- 18 G. Whether Defendant's policies and practices in regard to redeeming gift cards  
19 complies with Civil Code sections 1749.5, 1770, Business and Professions Code  
20 section 17500, et seq.

21  
22 **PRAYER**

23 **WHEREFORE**, Plaintiff demands on behalf of Plaintiff, the General Public, and  
24 consumers similarly situated, judgment against Defendant for the following:

- 25 1. That the Court determines that this action may be maintained as a class action;

26 **FIRST CAUSE OF ACTION – VIOLATION OF CIVIL CODE SECTION 1749.5**

27 1. For a public-wide injunction requiring Defendant to comply with Civil Code  
28 section 1749.5 and honor all gift card holders' requests for the cash value of any of Defendant's

1 gift cards that have a balance of less than \$10.00;

2 2. For a public-wide injunction requiring Defendant to promptly post notices in all  
3 of its California locations addressed to consumers that any gift card holder may redeem  
4 Defendant's gift cards with a balance of less than \$10.00 for cash;

5 3. For a public-wide injunction requiring Defendant to promptly post notices in all  
6 of its California locations addressed to its employees that the any gift card holder may redeem  
7 Defendant's gift cards with a balance of less than \$10.00 for cash;

8 4. For a public-wide injunction requiring Defendant to provide training on  
9 California's gift card law to its California customer-facing employees;

10 5. For a public-wide injunction requiring Defendant to provide written instructions  
11 on complying with California's gift card law to its California customer-facing employees;

12 6. For attorneys' fees and costs of suit as authorized by statute including, but not  
13 limited to, the provisions of Code of Civil Procedure section 1021.5, and as authorized under the  
14 "common fund" doctrine and/or as authorized by the substantial benefit doctrine; and

15 7. Any other and further relief the Court may deem proper.  
16

17 **SECOND CAUSE OF ACTION – VIOLATION OF CIVIL CODE SECTION 1770**  
18 **[CONSUMERS LEGAL REMEDIES ACT]**

19 1. For a public-wide injunction permanently enjoining Defendant from engaging in  
20 the violations of Civil Code section 1770, including but not limited to subsection (a)(14) as set  
21 forth in this Complaint;

22 2. For a public-wide injunction requiring Defendant to promptly post notices in all  
23 of its California locations addressed to consumers that any gift card holder may redeem  
24 Defendant's gift cards with a balance of less than \$10.00 for cash;

25 3. For a public-wide injunction requiring Defendant to promptly post notices in all  
26 of its California locations addressed to its employees that the any gift card holder may redeem  
27 Defendant's gift cards with a balance of less than \$10.00 for cash;

28 ///

08/04/2015



1           4.       For a public-wide injunction requiring Defendant to provide training on  
2 California's gift card law to its California customer-facing employees;

3           5.       For a public-wide injunction requiring Defendant to provide written instructions  
4 on complying with California's gift card law to its California customer-facing employees;

5           6.       For attorneys' fees and costs of suit as authorized by statute including, but not  
6 limited to, the provisions of Civil Code section 1780 and Code of Civil Procedure section 1021.5,  
7 and as authorized under the "common fund" doctrine and/or as authorized by the substantial  
8 benefit doctrine; and

9           7.       Any other and further relief the Court may deem proper.

10  
11 **THIRD AND FOURTH CAUSES OF ACTION – VIOLATION OF BUSINESS AND**  
12 **PROFESSIONS CODE § 17200 *et seq.* AND § 17500 *et seq.***

13           1.       For a public-wide injunction permanently enjoining Defendant from engaging in  
14 the violations of Civil Code section 1770, including but not limited to subsection (a)(14) as set  
15 forth in this Complaint;

16           2.       For a public-wide injunction requiring Defendant to comply with Civil Code  
17 section 1749.5 and honor all gift card holders' requests for the cash value of any of Defendant's  
18 gift cards that have a balance of less than \$10.00;

19           3.       For a public-wide injunction requiring Defendant to promptly post notices in all  
20 of its California locations addressed to consumers that any gift card holder may redeem  
21 Defendant's gift cards with a balance of less than \$10.00 for cash;

22           4.       For a public-wide injunction requiring Defendant to promptly post notices in all  
23 of its California locations addressed to its employees that the any gift card holder may redeem  
24 Defendant's gift cards with a balance of less than \$10.00 for cash;

25           5.       For a public-wide injunction requiring Defendant to provide training on  
26 California's gift card law to its California customer-facing employees;

27           6.       For a public-wide injunction requiring Defendant to provide written instructions  
28 on complying with California's gift card law to its California customer-facing employees;

1           7.       For a public-wide injunction requiring Defendant to promptly modify its gift cards  
2 to state that any gift card holder may redeem Defendant's gift cards with a balance of less than  
3 \$10.00 for cash or similar language informing the reader that the gift card may be redeemed for  
4 cash;

5           8.       For permanent injunctive relief preventing Defendant from engaging in any act  
6 or practice constituting unfair competition under Business and Professions Code section 17200  
7 et seq., and requiring Defendant to take any acts needed to prevent future deception based upon  
8 Defendant's prior misconduct set forth herein;

9           9.       For permanent injunctive relief preventing Defendant from engaging in any act  
10 or practice constituting unfair competition under Business and Professions Code section 17500  
11 et seq., and requiring Defendant to take any acts needed to prevent future deception based upon  
12 Defendant's prior misconduct set forth herein;

13          10.       For any additional orders necessary to restore to the general public any money or  
14 property that Defendant may have acquired as a result of any act or practice constituting unfair  
15 competition (i.e., restitution) under Business and Professions Code section 17200 et seq.,  
16 including the appointment of a receiver pursuant to Business and Professions Code section  
17 17203;

18          11.       For distribution of any moneys recovered on behalf of the general public or the  
19 class of similarly situated consumers via fluid recovery or *cy pres* recovery where necessary to  
20 prevent each Defendant from retaining the benefits from its wrongful conduct;

21          12.       For attorneys' fees and costs of suit as authorized by statute including, but not  
22 limited to, the provisions of Code of Civil Procedure section 1021.5, and as authorized under the  
23 "common fund" doctrine and/or as authorized by the substantial benefit doctrine; and

24          13.       For such other relief as the Court may deem proper.

08 / 04 / 2015

Dated: August 3, 2015

FINEMAN ◊ POLINER LLP

*Phillip Poliner*

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Phillip R. Poliner  
Attorney for Plaintiff,  
Jason Skinner

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08/04/2015

**VENUE DECLARATION**

I, Neil B. Fineman, declare the following:

1. I am an attorney with Fineman Poliner LLP, counsel for Plaintiff, and am duly licensed to practice in the State of California. I have personal knowledge of the facts stated in this declaration except as to those stated on information and belief, and if called as a witness I could and would testify competently thereto.

2. Pursuant to Civil Code section 1780(d), the Superior Court of California for the County of Los Angeles, is a proper court for the trial of this action because Defendant is doing business within the County of Los Angeles.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 3, 2015.



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Neil B. Fineman

08/04/2015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Phillip R. Poliner - SBN 156145 FINEMAN POLINER LLP 155 N RIVERVIEW DR ANAHEIM HILLS CA 92808 TELEPHONE NO.: 714-620-1125 FAX NO.:		FOR COURT USE ONLY  <b>FILED</b> Superior Court of California County of Los Angeles  <b>AUG 04 2015</b>  Sherri K. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto
ATTORNEY FOR (Name): Jason Skinner SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N HILL ST MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES 90012-3117 BRANCH NAME: CENTRAL		CASE NUMBER: <b>BC 590241</b>
CASE NAME: Skinner v Dave & Buster's	JUDGE: DEPT:	
<input checked="" type="checkbox"/> <b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> 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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <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) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <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)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <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) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input 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): 4 - Violation of CC §1749.5, CC §1770, B&P §17200, B&P §17500

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 3, 2015  
 Phillip Poliner \_\_\_\_\_

BY FAX

<b>NOTICE</b>	(TYPE OR PRINT NAME)
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.	
	(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

## Auto Tort

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

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

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

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

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

## Employment

Wrongful Termination (36) Other Employment (15)

## Contract

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

## Real Property

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

## Unlawful Detainer

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

## Judicial Review

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

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

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

## Enforcement of Judgment

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

## Miscellaneous Civil Complaint

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

## Miscellaneous Civil Petition

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

SHORT TITLE:  
Skinner v Dave & Buster's

CASE NUMBER

**BC 5 9 0 2 4 1**

**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.

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

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 1  HOURS/ DAYS

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

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

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

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

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

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

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

**BY FAX**

Auto  
Tort

Other Personal Injury/ Property  
Damage/ Wrongful Death Tort

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



SHORT TITLE:  
Skinner v Dave & Buster's

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 checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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	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 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)	2., 5., 6, 11 2., 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.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
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)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



SHORT TITLE:  
Skinner v Dave & Buster's

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons -See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 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.
<b>Provisionally Complex Litigation</b>	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.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
<b>Miscellaneous Civil Petitions</b>	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
<input type="checkbox"/> A6123 Workplace Harassment		2., 3., 9.	
<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case		2., 3., 9.	
<input type="checkbox"/> A6190 Election Contest		2.	
<input type="checkbox"/> A6110 Petition for Change of Name		2., 7.	
<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition		2., 3., 4., 8. 2., 9.	



SHORT TITLE: Skinner v Dave & Buster's	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 6081 Center Dr  [ALL CLASS ACTIONS FILED IN CENTRAL]
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045	

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a)].

Dated: August 3, 2015

Phillip Poliner

(SIGNATURE OF ATTORNEY/FILING PARTY)  
Phillip R. Poliner

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

08/04/2015