

FILED

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2009 FEB 19 PM 4:14

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

BY \_\_\_\_\_

9 Attorneys for Defendant  
 10 KAWASAKI KISEN KAISHA, LTD.

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA

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STARBUCKS CORPORATION,  
 doing business as STARBUCKS  
 COFFEE COMPANY, a corporation,

Plaintiff,

vs.

HANJIN SHIPPING CO LTD.  
*and Does 1 Through 20*  
*inclusive*  
 Defendants.

CV09 01230 FMC(Ex)  
CASE NO.:

**NOTICE OF REMOVAL UNDER  
 28 U.S.C. § 1331 (FEDERAL  
 QUESTION) AND 28 U.S.C. §1332  
 (DIVERSITY OF CITIZENSHIP)**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1331 (federal question), 28 U.S.C. §1332 (diversity of citizenship), 28 U.S.C. § 1441(b) (removability of actions), and 28 U.S.C. § 1446 (removal procedure), Defendant KAWASAKI KISEN KAISHA, LTD. (hereinafter referred to as the "K" Line) removes the state case identified below to this Court.

1. On January 23, 2009, a Complaint was filed in the Superior Court for the State of California, in and for the County of Los Angeles - South District, entitled "Starbucks Corporation v. Hanjin Shipping co., Ltd. et al., case

///

1 number NC052412. A true and correct copy of the Complaint is attached hereto as  
2 Exhibit "A" and incorporated herein by this reference.

3           2. This removal is timely. A defendant has 30 days to remove the  
4 case to federal court, commencing upon service of the Complaint. 28 U.S.C. §  
5 1446(b); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 143 L.  
6 Ed. 2d 448, 119 S. Ct. 1322 (1999). A copy of the Complaint was received by  
7 "K" Line at the offices of its agent in Richmond, Virginia, on or about January 30,  
8 2009. Hanjin Shipping Co., Ltd. ("Hanjin") is the only other defendant named  
9 and served in this action and Hanjin was served with the Summons and Complaint  
10 less than 30 days before the filing of this Notice of Removal.

11           3. This Court has federal question jurisdiction over the claims  
12 against KAWASAKI KISEN KAISHA, LTD. 28 U.S.C. § 1331 confers original  
13 jurisdiction to this Court of "all civil actions arising under the laws ... of the  
14 United States." As such, a federal court has original jurisdiction over all claims  
15 arising under any act of Congress that regulates commerce, where the remedy  
16 sought is inferable from the act or hinges upon an interpretation of it. 28 U.S.C.  
17 §1337; *Lomanco, Inc. V. Missouri Pacific Railroad Co.*, 566 F. Supp. 846, 847-  
18 848 (E.D. Ark. 1983).

19           4. The Carriage of Goods by Sea Act ("COGSA") "has been held  
20 to undoubtedly be such an 'act of Congress regulating commerce' within the  
21 meaning of 28 U.S.C. §1337." *Lomanco, Inc. supra*, 556 F. Supp. at 848.  
22 COGSA "affords the same kind and character of regulation and control of the  
23 carriage of goods by sea in foreign commerce as is afforded to interstate carriage  
24 by rail and motor carriage under the Interstate Commerce Act, §1 et seq., Title 49,  
25 U.S.C.A.; and to carriage by air under the terms of the Civil Aeronautics Act, §401  
26 et seq., Title 49, U.S.C.A." *Crispin Co., v. Lykes Bros. S.S. Co.*, 134 F. Supp. 704,  
27 705 (S.D. Tex. 1955).

28 ///

1           5. COGSA is a statutory scheme enacted by Congress in 1936  
2 which regulates the carriage of goods by sea in foreign trade under bills of lading.  
3 COGSA is the United States version of the “Hague Rules”, an international  
4 maritime convention signed in Brussels on August 25, 1924. The Hague Rules  
5 have been adopted by most of the major maritime nations of the world. COGSA,  
6 like the Hague Rules, establishes a comprehensive framework of the rights and  
7 liabilities by which shippers and ocean carriers are governed. See *Vimar Seguros*  
8 *Y Reasegueros, S.A. v. M/V SKY REEFER*, 515 U.S. 528, 536 (1995); *Institute of*  
9 *London Underwriters v. Sea-Land Service, Inc.*, 881 F. 2d 761, 763 (9<sup>th</sup> Cir. 1989).

10           6. COGSA applies *ex proprio vigore* to every bill of lading that  
11 evidences a contract of carriage by sea to and from the United States in foreign  
12 trade. 46 U.S.C. §30701 (formerly 46 U.S.C. §1312). *Crispin Co.*, supra, 134 F.  
13 Supp. 706, *The Continental Insurance Company v. Kawasaki Kisen Kaisha, Ltd.*,  
14 542 F. Supp. 2d 1031, 1034 (N.D. Cal. 2008).

15           7. The Complaint alleges that the defendants received shipments  
16 of bags of green coffee at Belawan, Indonesia for carriage to Baltimore, Maryland,  
17 pursuant to certain Hanjin ocean bills of lading. (See Complaint, Exhibit “A” at ¶  
18 5). Although the Complaint makes no mention of COGSA, the cargo claims  
19 arising from the transportation of these goods are governed by COGSA, by the  
20 force of its own terms and by the terms and conditions of bills of lading. See  
21 *Institute of London Underwriters v. Sea-Land Service, Inc.*, 881 F. 2d 761, 763 (9<sup>th</sup>  
22 Cir. 1989); *Hoegh Lines v. Green Truck Sales, Inc.*, 298 F. 2d 240, 242 (9<sup>th</sup> Cir.  
23 1962); *cert. denied*, 371 U.S. 817 (1962).

24           8. Plaintiff’s claims against “K” Line consequently arise under  
25 the laws of the United States, which bring them within the scope of this Court’s  
26 federal question jurisdiction. This case is therefore removable pursuant to 28  
27 U.S.C. § 1441(b). See *The Continental Insurance Company v. Kawasaki Kisen*  
28 *Kaisha, Ltd.*, 542 F. Supp. 2d 1031 (N.D. Cal. 2008); *B.F. McKernin & Co., Inc. v.*

1 *United States Lines, Inc.*, 416 F. Supp. 1068, 1071 (S.D.N.Y. 1976); *Jones v.*  
2 *Compagnie Generale Maritime*, 882 F. Supp. 1079, 1083 (S.D. Ga. 1995); *Joe*  
3 *Boxer, Inc. v. Fritz Transp. Int'l*, 33 F. Supp.2d 851, 854 (C.D. Cal. 1998); .

4 9. The great weight of authority supports a finding that any state  
5 law claims alleged by Plaintiff are preempted by COGSA.

6 10. In *B.F. McKernin & Co., Inc. v. United States Lines, Inc.*, 416 F.  
7 Supp. 1068 (S.D.N.Y. 1976), the cargo owner sued the ocean carrier in New York  
8 State Court to recover damages allegedly resulting from the carrier's delay in  
9 delivering a shipment from New York to the Netherlands. The case was removed  
10 to federal court. The Plaintiff cargo owner alleged common law claims for  
11 conversion and breach of contract. The ocean carrier contended, *inter alia*, that  
12 any claim arises solely under COGSA. *Id.* At 1070. The Court agreed, finding hat  
13 under Sections 1300 and 1312 of COGSA, the remedies of COGSA are exclusive.  
14 The Court dismissed the common law claims for conversion and breach of  
15 contract. The Court, quoting from *Crispin Co.*, supra, 134 F. Supp. at 706  
16 stated:

17 "The petition contains no mention of or reference to, the  
18 Carriage of Goods by Sea Act. In separate paragraphs,  
19 allegations are made of breach of contract... and of  
20 negligent handling of the cargo. . . But the only duty  
21 which the defendant owes plaintiff springs from the  
22 shipper-carrier relationship; and despite careful omission  
23 of any reference to the statute, and whether the complaint  
24 sounds in tort or contract, the obligations, responsibilities,  
25 and liabilities wich result from the shipper-carrier relation,  
26 are circumscribed by terms of the statute."

27 11. Similarly, in *Polo Ralph Lauren, L.P. v. Tropical Shipping &*  
28 *Construction Co., Ltd.*, 215 F. 3d 1217, 1220 (11<sup>th</sup> Cir. 2000), the Eleventh Circuit

1 addressed COGSA's purpose of "achiev[ing] international uniformity. . . by  
2 setting out certain duties and responsibilities of carriers. . ." The Court found that  
3 "[b]ecause COGSA governs during the time after cargo is loaded and before it is  
4 removed from the ship, the implication from this provision is that COGSA, when  
5 it applies, supersedes other laws." *Id.*, citing §1311. The Court held that because  
6 COGSA applied to Plaintiff's action against the ocean carrier, it provided the  
7 *exclusive* remedy to the cargo lost overboard in rough seas .

8           12. The recent United States Supreme Court decision in *Norfolk*  
9 *Southern Railway Company v. Kirby*, 543 U.S. 14 (2004) also provides guidance  
10 for this Court and supports COGSA's preemption of state law claims.

11           In *Kirby*, cargo was carried from Australia to Savannah, Georgia, and  
12 then by rail to Huntsville, Alabama under through ocean bills of lading. The  
13 ocean carrier hired a railroad to carry the cargo from Savannah to Huntsville.  
14 During the rail transportation, the train derailed and the cargo was damaged. The  
15 cargo owner sued the railroad. The railroad asserted the limitation of liability  
16 under the terms of the ocean bills of lading and COGSA. The cargo owner  
17 asserted that its tort and contract claims were governed by state law, rather than  
18 federal law.

19           *Kirby* held that "so long as a bill of lading requires substantial  
20 carriage of goods by sea, its purpose is to effectuate maritime commerce - and thus  
21 it is a maritime contract." *Id.* at 27. *Kirby* also concluded that the through bill of  
22 lading should be governed and interpreted under federal law to promote the  
23 uniformity of general maritime law. *Id.* at 28. In *Kirby*, as in this case, that federal  
24 law was COGSA. *Id.* at 29.

25           *Kirby* sought to "protect the uniformity of federal maritime law," and  
26 "reinforce the liability regime Congress established in COGSA." *Kirby*, 543 U.S.  
27 at 29. The application of state law in a COGSA case undermines the fundamental  
28 policies the *Kirby* sought to advance. As *Kirby* stated: [a]pplying state law to

1 cases like this one would undermine the uniformity of general maritime law.” *Id.*  
2 at 28. Application of state law to an ocean bill of lading would create the  
3 [c]onfusion and inefficiency” that “inevitably result[s] when “more than one body  
4 of law governs a given contract’s meaning.” *Id.*

5 13. This Court also has diversity jurisdiction over the claims against  
6 “K” Line. This is a civil action by which this Court has original jurisdiction under  
7 28 U.S.C. §1332, and is one which may be removed to this Court by defendants  
8 pursuant to the provisions of 28 U.S.C. §1441(b) in that it is a civil action between  
9 citizens of a State and citizens of foreign states and the matter in controversy  
10 exceeds the sum of \$75,000, exclusive of interest and costs, based on the  
11 allegations in the Complaint.

12 14. At the time of the filing of the Complaint and at the time this  
13 Notice of Removal was filed, defendant “K” Line was and is a corporation  
14 organized and existing under the laws of Japan with its principal place of business  
15 in Tokyo, Japan, defendant Hanjin was and is a corporation organized and existing  
16 under the laws of the Republic of Korea with its principal place of business in  
17 Seoul, Korea, and Plaintiff is incorporated in the State of Washington with its  
18 principal place of business in Seattle. Thus, complete diversity existed at the time  
19 of the filing of the Complaint and at the time of the filing of this Notice of  
20 Removal.

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1                   15. All other defendants who have been served with the Summons  
2 and Complaint have joined in this Notice of Removal, as evidenced by the Joinder  
3 of Hanjin.  
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5  
6 Dated: February 19, 2009

COGSWELL NAKAZAWA & CHANG, LLP

7  
8  (By

Alan Nakazawa  
Dena S. Aghabeg  
Ken D. Sato  
Attorneys for Defendant KAWASAKI  
KISEN KAISHA, LTD.

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DENNIS A. CAMMARANO/BAR NO. 123662  
CAMMARANO & SIRNA, LLP  
555 East Ocean Boulevard, Suite 501  
Long Beach, California 90802  
Telephone: (562) 495-9501  
Facsimile: (562) 495-3674

JAN 23 2009

John A. Clark, Executive Officer/Clerk

By \_\_\_\_\_, Deput:

CASE MANAGEMENT CONFERENCE

Attorneys for Plaintiff,  
STARBUCKS CORPORATION doing business  
as STARBUCKS COFFEE COMPANY

SET FOR 8:30 a.m.

JUN 22 2009

IN DEPARTMENT H

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES - SOUTH DISTRICT

STARBUCKS CORPORATION doing  
business as STARBUCKS COFFEE  
COMPANY,

Plaintiff,

vs.

HANJIN SHIPPING CO., LTD.; and DOES 1  
through 20, inclusive,

Defendants.

Case No.: 09-243

COMPLAINT FOR DAMAGE TO  
CARGO; NEGLIGENCE/WILLFUL  
MISCONDUCT; BREACH OF  
CONTRACT; BREACH OF  
WARRANTY; BREACH OF  
BAILMENT

Plaintiff alleges:

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

(Damage to Cargo)

1. Plaintiff, STARBUCKS CORPORATION doing business as STARBUCKS COFFEE COMPANY (hereinafter "STARBUCKS" or "Plaintiff") is a corporation authorized to do business in the State of California with an office and place of business at 2401 Utah Avenue South, Suite 800, S-LA1, Seattle, Washington 98124. Plaintiff brings this action on its own behalf and on behalf of all others having any interest in the Cargo referred to below.

2. At all times material herein, Defendant, HANJIN SHIPPING CO., LTD., (hereinafter "HANJIN" or with Does "Defendants"), was a corporation doing business in this judicial district as an ocean common carrier and freight forwarder with an office and place of



1 business at 301 Hanjin Road, Long Beach, California 90802.

2 3. Plaintiff has no knowledge of the true names and capacities of Defendants sued  
3 herein as Does 1 through 20 inclusive, except that Plaintiff is informed and believes, and on that  
4 basis alleges, the damage to the cargo was proximately caused by Defendants' wrongful acts.  
5 Plaintiff therefore sues these Defendants by such fictitious names and Plaintiff will amend this  
6 complaint to allege their true names and capacities when ascertained.

7 4. Plaintiff is informed and believes, and on that basis alleges, that each of the Doe  
8 Defendants were at all times herein mentioned the agent, servant, employee or contractor of the  
9 other Defendants.

10 5. On or about September 5, 2007, Defendants accepted a shipment consisting of  
11 2400 bags of green coffee ("Cargo") to be carried from Belawan, Indonesia to Baltimore,  
12 Maryland in the same good order and condition as when received in Container Nos.  
13 HJCU2914395, HJCU8315624, HJCU8236274, HJCU8470750, HJCU8934193 and  
14 HJCU8490381 under HANJIN bills of lading numbers HJSCBANA01099506,  
15 HJSCBANA01099607 and HJSCBANA01100005 each dated September 5, 2007 and the Hanjin-  
16 Starbucks Master Service Agreement effective starting on May 20, 2004 and remaining in effect  
17 on the date of the shipment.

18 6. Defendants, and each of them, failed and neglected to carry, handle and monitor  
19 the Cargo and maintain its good order and condition as when received. To the contrary, the  
20 cargo was damaged while in the care and custody of Defendants.

21 7. By reason of the foregoing, Plaintiff has been damaged in the sum of  
22 \$525,000.00, plus miscellaneous expenses, interest and costs, no part of which has been paid by  
23 Defendants despite demand therefor.

24 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

25 **(Negligence/Willful Misconduct)**

26 8. Plaintiff refers to paragraphs 1 through 7, inclusive, of this complaint and  
27 incorporates them herein as though fully set forth.

28 9. The loss to the Cargo was directly and proximately caused by the negligence,

1 carelessness, and willful misconduct of Defendants, and each of them.

2 10. As a direct and proximate result of such conduct, Plaintiff has been damaged in  
3 the sum of \$525,000.00, plus miscellaneous expenses, interest and costs, no part of which has  
4 been paid by Defendants despite demand therefor.

5 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **(Breach of Contract)**

7 11. Plaintiff refers to paragraphs 1 through 10, inclusive, of this complaint and  
8 incorporates them herein as though fully set forth.

9 12. On or about September 5, 2007, Defendants, and each of them, agreed to safely  
10 handle, store, count, transport and deliver the Cargo in the same good order and condition as  
11 when received.

12 13. Defendants, and each of them, materially and substantially breached and deviated  
13 from their agreement by failing to deliver the Cargo in the same good order and condition as  
14 when received.

15 14. All, of any, conditions and/or covenants required to be performed in accordance  
16 with the terms and conditions of the agreement, were complied with or otherwise excused.

17 15. As a direct and proximate result of the material breach of, and deviation from, the  
18 agreements by Defendants, Plaintiff has been damaged in the sum of \$525,000.00, plus  
19 miscellaneous expenses, interest and costs, no part of which has been paid by Defendants.

20 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **(Breach of Bailment)**

22 16. Plaintiff refers to paragraphs 1 through 15, inclusive, of this complaint and  
23 incorporates them herein as though fully set forth.

24 17. The damage of the Cargo was directly and proximately caused by the acts and  
25 omissions of Defendants, and each of them, in violation of their statutory and common law duties  
26 and obligations as bailees to safely care for the Cargo and take adequate exception to its  
27 condition upon receipt.

28 18. By reason of the foregoing, Plaintiff has been damaged in a sum of \$525,000.00,

1 plus miscellaneous expenses, interest and costs, no part of which has been paid by Defendants  
2 despite demand therefor.

3 FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

4 (Breach of Warranty)

5 19. Plaintiff refers to paragraphs 1 through 18, inclusive, of the Complaint and  
6 incorporates them herein as though fully set forth.

7 20. In loading, stowing and unloading the Cargo, Defendants warranted that they  
8 would perform the services in a workmanlike manner using the proper equipment and personnel.

9 21. Defendants improperly stowed, loaded and offloaded the Cargo and thus,  
10 breached their warranty.

11 22. As a direct and proximate result of defendant's breach of warranty, Plaintiff has  
12 been damaged in the sum of \$525,000.00, plus miscellaneous expenses, interest and costs, no  
13 part of which has been paid by Defendants despite demand therefor.

14 PRAYER

15 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and  
16 severally, as follows:

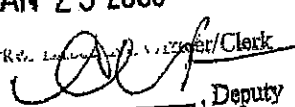
- 17 1. For general damages in the sum of \$525,000.00, plus miscellaneous expenses,  
18 interest and costs;
- 19 2. For pre-judgment interest at the rate of 10% per annum from October 25, 2007;
- 20 3. For post-judgment interest at the rate of 10% per annum;
- 21 4. For costs of suit herein; and
- 22 5. For such other and further relief as this court deems just and proper.

23 Dated: January 22, 2009

CAMMARANO & SIRNA, LLP

24 By:   
25 \_\_\_\_\_

Dennis A. Cammarano  
Attorneys for Plaintiff,  
STARBUCKS CORPORATION  
doing business as STARBUCKS  
COFFEE COMPANY  
294712

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY. Dennis A. Cammarano, Esq. CAMMARANO & SIRNA, LLP 555 East Ocean Blvd., Suite 501 Long Beach, California 90802 (562) 495-9501		STATE BAR NUMBER 123662	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name): Plaintiff		O/R: 2947	<b>CONFIDENTIAL COPY OF ORIGINAL FILED</b> Los Angeles Superior Court  <b>JAN 23 2009</b> John A. Clarke, Clerk  Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: 415 W. Ocean Blvd., Long Beach, California 90802			
PLAINTIFF: STARBUCKS CORPORATION doing business as STARBUCKS COFFEE COMPANY		By	
DEFENDANT: HANJIN SHIPPING CO., LTD., ET AL.		CASE NUMBER: NC052412	
<b>AMENDMENT TO COMPLAINT (Fictitious /Incorrect Name)</b>			

FICTITIOUS NAME (No order required)

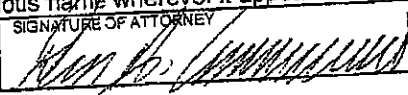
Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint by the fictitious name of:

FICTITIOUS NAME  
DOE ONE

and having discovered the true name of the defendant to be:

TRUE NAME  
KAWASAKI KISEN KAISHA, LTD.

amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.

DATE 01/23/09	TYPE OR PRINT NAME DENNIS A. CAMMARANO, ESQ.	SIGNATURE OF ATTORNEY 
------------------	---	--

INCORRECT NAME (Order required)

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME

and having discovered the true name of the defendant to be:

TRUE NAME

amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.

DATE	TYPE OR PRINT NAME	SIGNATURE OF ATTORNEY
------	--------------------	-----------------------

**ORDER**

THE COURT ORDERS the amendment approved and filed.

\_\_\_\_\_  
Judicial Officer

\_\_\_\_\_  
Dated

LACIV 105 (Rev. 01/07)  
LASC Approved 03-04

**AMENDMENT TO COMPLAINT  
(Fictitious / Incorrect Name)**

Code Civ. Proc., §§ 471.5,  
472, 473, 474

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is: 444 West Ocean Boulevard, Suite  
1250, Long Beach, California 90802-8131.

5 On February 19, 2009, I served the foregoing document described as: **NOTICE OF**  
6 **REMOVAL UNDER 28 U.S.C. § 1331 (FEDERAL QUESTION) AND 28 U.S.C. § 1332**  
7 **(DIVERSITY OF CITIZENSHIP)** on the interested parties in this action, by placing the ( )  
original (x ) true copy thereof enclosed in sealed envelope to the addressee as follows:

8 Dennis A. Cammarano  
9 CAMMARANO & SIRNA, LLP  
555 East Ocean Blvd., Suite 501  
Long Beach, CA 90802

Tel: (562) 495-9501  
Fax: (562) 495-3674  
Attorneys for Plaintiff, Starbucks Corporation

10  
11 (X) **by mail** as follows: I am "readily familiar" with the firm's practice of collection and  
12 processing correspondence for mailing, which is deposited with U.S. Postal Service on  
13 that same day with postage thereon fully prepared at Long Beach, CA in the ordinary  
14 course of business. I am aware that on motion of the party served, service is presumed  
invalid if postal cancellation date or postage meter date is more than one day after date of  
deposit for mailing in affidavit.

15 ( ) **by personal service** as follows: I caused to be delivered by messenger service to the  
offices of the addressee(s).

16 ( ) **by facsimile** as follows: I caused service by facsimile. The transmission was reported as  
17 complete and without error with transmission report.

18 ( ) **by overnight mail** as follows: I caused the foregoing document to be served by overnight  
service.

19 (X) **(State)** I declare under penalty of perjury under the laws of the State of California that the  
20 above is true and correct.

21 ( ) **(Federal)** I declare that I am employed in the office of a member of the bar of this court  
at whose direction the service was made.

22 Executed on February 19, 2009, at Long Beach, California.

23  
24   
25 \_\_\_\_\_  
Grace Kang

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27  
28

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself) Starbucks Corporation, doing business as Starbucks Coffee Company DEFENDANTS Hanjin Shipping Co., Ltd. Kawasaki Kisen Kaisha, Ltd. (b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Dennis A. Cammarano, Cammarano & Sirna, LLP, 555 East Ocean Blvd., Suite 501, Long Beach, CA 90802 (562) 495-9501 Attorneys (If Known) Alan Nakazawa, Cogswell Nakazawa & Chang, LLP, 444 W. Ocean Blvd., Suite 1250, Long Beach, CA 90802 (562) 951-8668

II. BASIS OF JURISDICTION (Place an X in one box only.) III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) Citizen of This State Citizen of Another State Citizen or Subject of a Foreign Country PTF DEF PTF DEF PTF DEF

IV. ORIGIN (Place an X in one box only.) I Original Proceeding II Removed from State Court III Remanded from Appellate Court IV Reinstated or Reopened V Transferred from another district (specify): VI Multi-District Litigation VII Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT; JURY DEMAND: I Yes II No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: I Yes II No MONEY DEMANDED IN COMPLAINT: \$ 525,000

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.) Admiralty cargo damage cause of action under United States COGSA, 46 U.S.C. section 1300, et seq.

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

FOR OFFICE USE ONLY: Case Number: CV09 01230 AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT, CALIFORNIA  
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
	Seattle, Washington

(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).

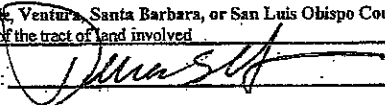
County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Seoul, Korea Tokyo, Japan

(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
	Baltimore, Maryland

\* 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):

 Date 2/19/09

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))

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## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 444 West Ocean Boulevard, Suite 1250, Long Beach, California 90802-8131.

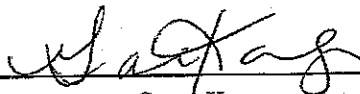
On February 19, 2009, I served the foregoing document described as: **CIVIL COVER SHEET** on the interested parties in this action, by placing the ( ) original (x ) true copy thereof enclosed in sealed envelope to the addressee as follows:

Dennis A. Cammarano  
CAMMARANO & SIRNA, LLP  
555 East Ocean Blvd., Suite 501  
Long Beach, CA 90802

Tel: (562) 495-9501  
Fax: (562) 495-3674  
Attorneys for Plaintiff, Starbucks Corporation

- (X) **by mail** as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing, which is deposited with U.S. Postal Service on that same day with postage thereon fully prepared at Long Beach, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ( ) **by personal service** as follows: I caused to be delivered by messenger service to the offices of the addressee(s).
- ( ) **by facsimile** as follows: I caused service by facsimile. The transmission was reported as complete and without error with transmission report.
- ( ) **by overnight mail** as follows: I caused the foregoing document to be served by overnight service.
- (X) **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
- ( ) **(Federal)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 19, 2009, at Long Beach, California.

  
\_\_\_\_\_  
Grace Kang