

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**  
SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA

**MAR 20 2012**

GARY M. BLAIR, Executive Officer

BY Jackie Vazquez  
JACKIE VAZQUEZ, Deputy Clerk

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**

CITY OF CARPINTERIA, a municipal corporation; and DOES 1-10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

SAVE THE PLASTIC BAG COALITION, an unincorporated association

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Santa Barbara County Superior Court  
1100 Anacapa Street, Santa Barbara 93121-1107

CASE NUMBER:  
(Número del Caso):

**1385674**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Stephen L. Joseph, 350 Bay Street, Suite 100-328, San Francisco, CA 94133 Phone: (415) 577-6660

**GARY M. BLAIR, EXECUTIVE OFFICER**

DATE: **MAR 20 2012**  
(Fecha)

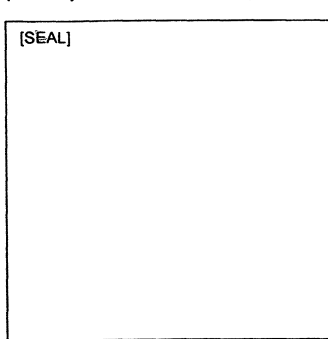
Clerk, by  
(Secretario)

**JACKIE VAZQUEZ**

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify): City of Carpinteria, a municipal corporation  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify): CCP 416.50 public entity
4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Stephen L. Joseph (SBN 189234)  
 350 Bay Street  
 Suite 100-328  
 San Francisco, CA 94133  
 TELEPHONE NO.: (415) 577-6660 FAX NO.: (415) 869-5380  
 ATTORNEY FOR (Name): Save The Plastic Bag Coalition

FOR COURT USE ONLY

**FILED**  
 SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF SANTA BARBARA

MAR 20 2012

GARY M. BLAIR, Executive Officer  
 BY *Jackie Vazquez*  
 JACKIE VAZQUEZ, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Barbara  
 STREET ADDRESS: 1100 Anacapa Street  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Santa Barbara, CA 93121-1107  
 BRANCH NAME: Civil Division

CASE NAME:  
 Save The Plastic Bag Coalition v. City and County of San Francisco, et al.

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **1385674**

JUDGE:  
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |   |   |  |
|---|---|--|
| <p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)<br/> <input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)<br/> <input type="checkbox"/> Product liability (24)<br/> <input type="checkbox"/> Medical malpractice (45)<br/> <input type="checkbox"/> Other P/PI/D/W/D (23)</p> <p><b>Non-P/PI/D/W/D (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)<br/> <input type="checkbox"/> Civil rights (08)<br/> <input type="checkbox"/> Defamation (13)<br/> <input type="checkbox"/> Fraud (16)<br/> <input type="checkbox"/> Intellectual property (19)<br/> <input type="checkbox"/> Professional negligence (25)<br/> <input type="checkbox"/> Other non-P/PI/D/W/D tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)<br/> <input type="checkbox"/> Other employment (15)</p> | <p><b>Contract</b></p> <p><input type="checkbox"/> Breach of contract/warranty (06)<br/> <input type="checkbox"/> Rule 3.740 collections (09)<br/> <input type="checkbox"/> Other collections (09)<br/> <input type="checkbox"/> Insurance coverage (18)<br/> <input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br/> <input type="checkbox"/> Wrongful eviction (33)<br/> <input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)<br/> <input type="checkbox"/> Residential (32)<br/> <input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)<br/> <input type="checkbox"/> Petition re: arbitration award (11)<br/> <input type="checkbox"/> Writ of mandate (02)<br/> <input type="checkbox"/> Other judicial review (39)</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)<br/> <input type="checkbox"/> Construction defect (10)<br/> <input type="checkbox"/> Mass tort (40)<br/> <input type="checkbox"/> Securities litigation (28)<br/> <input type="checkbox"/> Environmental/Toxic tort (30)<br/> <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)<br/> <input checked="" type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)<br/> <input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|---|--|

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): One
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: March 16, 2012  
 Stephen L. Joseph  
 (TYPE OR PRINT NAME)

*[Signature]*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## 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 (01)  
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

1 **STEPHEN L. JOSEPH (SBN 189234)**  
2 350 Bay Street, Suite 100-328  
3 San Francisco, CA 94133  
4 Telephone: (415) 577-6660  
5 Facsimile: (415) 869-5380  
6 E-mail: savetheplasticbag@earthlink.net

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA BARBARA

**MAR 20 2012**

GARY M. BLAIR, Executive Officer

BY Jackie Vazquez  
JACKIE VAZQUEZ, Deputy Clerk

7 Attorney for Plaintiff  
8 SAVE THE PLASTIC BAG COALITION

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SANTA BARBARA

12 SAVE THE PLASTIC BAG COALITION,  
13 an unincorporated association,

14 Plaintiff,

15 v.

16 CITY OF CARPINTERIA, a municipal  
17 corporation; and DOES 1-10, inclusive,

18 Defendants.

) Case No. **1385674**  
)  
) **COMPLAINT FOR INVALIDATION OF**  
) **PLASTIC BAG BAN ORDINANCE BASED**  
) **ON STATE RETAIL FOOD CODE**  
) **PREEMPTION; REQUEST FOR**  
) **DECLARATORY AND INJUNCTIVE**  
) **RELIEF**  
) VENUE: SOUTH COUNTY ANACAPA DIV.  
)  
)

19 Plaintiff, SAVE THE PLASTIC BAG COALITION, alleges as follows:

20 **PARTIES AND JURISDICTION**

- 21 1. Plaintiff SAVE THE PLASTIC BAG COALITION is an unincorporated  
22 association.  
23 2. Defendant CITY OF CARPINTERIA (the "City") is a municipal corporation.  
24 3. In this action, Plaintiff seeks a judgment to set aside, void, annul, and repeal City  
25 Ordinance No. 655 (the "Ordinance"). The Ordinance bans plastic carryout bags ("plastic  
26 bags") at retail businesses in the City, including all restaurants and other food facilities. A true  
27 and correct copy of the Ordinance is Exhibit A attached hereto.  
28 4. The Ordinance is invalid as it is preempted and prohibited by the California  
Retail Food Code. (Health and Safety Code, Div. 104, Part 7.)



1 **STATEMENT OF FACTS**

2 13. The Ordinance was finally adopted by the City Council on March 12, 2012.

3 14. Commencing on April 11, 2013, the Ordinance prohibits "Food Providers" from  
4 dispensing a plastic carryout bag.

5 15. All other jurisdictions, except two, that have banned plastic bags have exempted  
6 restaurants, including Alameda County, Los Angeles County, Marin County, Santa Clara  
7 County, Santa Cruz County, the City of Dana Point, the City of Laguna Beach, the City of Long  
8 Beach, the City of San Jose, and the City of Santa Monica. On March 13, 2012, the City  
9 Council of the City of Santa Barbara voted to exempt restaurants.

10 16. The City of Santa Monica explained its restaurant exemption as follows:

11 Restaurants and other food vendors may provide single-use plastic  
12 carryout bags to customers only for the transportation of take-out food  
13 and liquids intended for consumption off of the food provider's  
14 premises. This exemption is included as a public health safeguard based  
15 on input from restaurant owners who expressed concern that some hot  
and liquid foods could leak from take-out containers and potentially  
cause paper bags to weaken and fail.

16 ([http://www.smgov.net/uploadedFiles/Departments/OSE/Business/Bag\\_Ban\\_Summary.pdf](http://www.smgov.net/uploadedFiles/Departments/OSE/Business/Bag_Ban_Summary.pdf))

17 17. The City of San Jose explained its restaurant exemption as follows:

18 Restaurants and food establishments would not be subject to the ban for  
19 public health reasons. Reusable bags are considered impractical for these  
purposes.

20 ([http://www.sjrecycles.org/bags/PDFs/BagFAQs\\_02-10.pdf](http://www.sjrecycles.org/bags/PDFs/BagFAQs_02-10.pdf).)

21 18. Santa Cruz County did ban plastic bags at restaurants, but it has repealed that  
22 ban.

23 19. The City of Manhattan Beach has banned plastic bags at restaurants. Plaintiff  
24 plans to sue that city to invalidate that restaurant bag ban.

25 20. On February 14, 2012, the City and County of San Francisco banned plastic bags  
26 at restaurants and other food facilities. Plaintiff has filed a petition for writ of mandate and  
27 complaint to invalidate that ban. (San Francisco Superior Court Case No. CPF-12-511978.)  
28

1           21.     Restaurants prepare and sell freshly cooked foods that may contain extremely  
2 hot liquid, grease, oil, sauce, or soup. Oil is heated in fryers to 375 degrees or more. Hot soup  
3 and other foods may be served at 180 degrees or more.

4           22.     Plastic is obviously safer than paper for transporting such foods.

5           23.     Plastic bags are waterproof and greaseproof. Paper bags are not.

6           24.     When liquids spill inside a paper bag, the bag can break. That does not happen to  
7 a plastic bag.

8           25.     Carryout bags from food establishments are often transported or opened in  
9 moving vehicles, so safe and secure packaging is essential. The impact on a young child of hot  
10 liquid or oil spilling from a paper bag onto his or her lap or legs could be disastrous.

11          26.     The Burn Center at the University of Florida states on its website:

12                   Examples of hot liquids which can cause burns include hot water, coffee,  
13                   grease and hot soup.

14                   (<http://www.shands.org/hospitals/UF/service/burn/types.asp>)

15          27.     The Burn Center at Saint Francis Memorial Hospital in San Francisco states on  
16 its website:

17                   Hot liquids can cause life threatening burn injuries and are the leading  
18                   cause of burn injuries in children under the age of 4 years. The experts in  
19                   burn treatment at Saint Francis Memorial Hospital's Both Burn Center  
20                   want you to know:

21                   Coffee, tea, soup and hot tap water can be hot enough to cause serious  
22                   burn injury....

23                   60-70% of all pediatric patients seen in the Bothin Burn Center have a  
24                   scald injury.

25                   ([http://www.saintfrancismemorial.org/Medical\\_Services/195314](http://www.saintfrancismemorial.org/Medical_Services/195314))

26          28.     The lady who sued in the McDonald's hot coffee case was burned so severely  
27 that her doctors thought that she would die. The movie about the hot coffee case shows horrific  
28 photographs of her injuries. (<http://hotcoffeethemovie.com/>.) The photographs are Exhibit B  
attached hereto. Her cotton sweatpants absorbed the coffee and held it against her skin, burning  
her thighs, buttocks, and groin. She suffered third-degree burns on 6% of her skin and lesser

1 burns over 16%. She remained in the hospital for eight days while she underwent skin grafting.  
2 During this period, she lost 20 pounds (nearly 20% of her body weight), reducing her down to  
3 83 pounds. Two years of medical treatment followed.

4 29. From 1982 to 1992, McDonald's received more than 700 reports of people  
5 burned by its coffee.

6 30. Another incident is related in the following news story:

7 A Miami-Dade woman says that the soup she bought from Subway  
8 scalded her thigh, hip, and buttocks so extensively that she had to rush to  
9 the hospital -- and undergo emergency treatment for second-degree  
burns, according to a recently filed lawsuit.

10 On July 30, Claudia Vargas purchased soup and a sub from the  
11 Hollywood sandwich store, located at 6582 Taft St.

12 **When she returned to her car, she tried to take the soup out of the bag.**  
13 **But the container was too full and the lid was not attached correctly, so**  
14 **the soup spilled on her lap, Vargas says.**

15 Because the soup was extremely hot, 23-year old Vargas says that she  
16 suffered from second-degree burns that will leave her with permanent  
scarring.

17 Richard Lydecker, the lawyer representing Subway, says that his client  
18 did nothing wrong. "The investigation is still ongoing, but this soup was  
19 not any hotter than soup served normally," Lydecker tells the Pulp.  
"There was nothing special about this soup." Lydecker insists that the  
20 soup was cooked and served at a reasonable temperature.

21 "I mean, soup is hot. And people want their soup hot. You're not  
22 supposed to spill it on yourself. My client just wanted to serve a good  
tasting, hot soup. He looks forward to exonerating himself in court."

23 Still, Vargas stands by her claim, and insists that Subway was negligent  
24 in how it prepped, marketed, and served her the soup.

25 Medical records furnished to the Pulp by Vargas' representative confirm  
26 that Vargas had to go to the emergency room after the accident, where  
27 she was given antibiotics, a tetanus shot, and topical ointment for the  
wounds.



1 Vargas thinks that this could have been avoided if Subway hadn't served  
2 overly hot soup -- or if she'd had some kind of warning that the soup  
3 would be scalding and hazardous.

4 Vargas is suing Subway, in hopes of getting money for her medical bills.

5 A plastic surgeon who examined Vargas shortly after the accident has  
6 said that chances for full recovery are grim: The burns will take at least 6  
7 months to heal. And, "despite laser intervention, the patient will always  
8 have some residual scarring," medical documents note.

9 ([http://blogs.browardpalmbeach.com/pulp/2011/09/subway\\_soup\\_burn\\_lawsuit.php](http://blogs.browardpalmbeach.com/pulp/2011/09/subway_soup_burn_lawsuit.php))

10 31. A restaurant owner has the legal right and duty and the moral responsibility to  
11 take all reasonable steps to prevent such injuries. It is for the restaurant owner, not a  
12 government entity, to decide whether a plastic bag is the safest for its food. Denying restaurant  
13 owners what they believe to be the safest option for transporting a particular type of food could  
14 have disastrous consequences.

15 32. The California Restaurant Association has expressed concerns and objected to  
16 the banning of plastic bags and the use of reusable bags at restaurants and other food facilities.

17 **FIRST CAUSE OF ACTION**  
18 **AGAINST ALL DEFENDANTS**  
19 **(INVALIDATION OF ORDINANCE BASED ON**  
20 **STATE RETAIL FOOD CODE PREEMPTION)**

21 33. Plaintiff realleges and incorporates herein every allegation made above.

22 34. The State of California regulates food packaging in the California Retail Food  
23 Code, which is part of the California Health and Safety Code. (California Health and Safety  
24 Code Div. 104, Part 7.) Health and Safety Code § 113705 states as follows:

25 **Legislative Intent To Preempt Local Standards**

26 The Legislature finds and declares that the public health interest requires  
27 that there be uniform statewide health and sanitation standards for retail  
28 food facilities to assure the people of this state that the food will be pure,  
safe, and unadulterated. Except as provided in Section 113709, it is the  
intent of the Legislature to *occupy the whole field* of health and  
sanitation standards for retail food facilities, and the standards set forth  
in this part and regulations adopted pursuant to this part shall be  
*exclusive* of all local health and sanitation standards relating to retail  
food facilities.

1 35. Health and Safety Code § 113709 states as follows:

2 **Authority To Establish Local Requirements**

3 This part does not prohibit a local governing body from adopting an  
4 evaluation or grading system for food facilities, from prohibiting any  
5 type of food facility, from adopting an employee health certification  
6 program, from regulating the provision of consumer toilet and  
7 handwashing facilities, or from adopting requirements for the public  
8 safety regulating the type of vending and the time, place, and manner of  
9 vending from vehicles upon a street pursuant to its authority under  
10 subdivision (b) of section 22455 of the Vehicle Code.

11 36. California Health and Safety Code § 113789 defines “food facility” as follows:

12 (a) “Food facility” means an operation that stores, prepares, packages,  
13 serves, vends, or otherwise provides food for human consumption at the  
14 retail level, including, but not limited to, the following:

15 (1) An operation where food is consumed on or off the premises,  
16 regardless of whether there is a charge for the food.

17 (2) Any place used in conjunction with the operations described in this  
18 subdivision, including, but not limited to, storage facilities for food-  
19 related utensils, equipment, and materials.

20 (b) “Food facility” includes permanent and nonpermanent food facilities,  
21 including, but not limited to, the following:

22 (1) Public and private school cafeterias.

23 (2) Restricted food service facilities.

24 (3) Licensed health care facilities.

25 (4) Commissaries.

26 (5) Mobile food facilities.

27 (6) Mobile support units.

28 (7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers’ markets, for purposes of permitting and  
enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant  
to Section 114375.

1                   [§ 113789(c) contains exclusions from the above definition.]

2           37.    Health and Safety Code § 113914 defines “single-use” articles as including  
3 single-use “carry-out utensils” and “bags” and “wrappers.” The words “carry-out” and “bags”  
4 leave no room for doubt that local bans and fees on carryout bags are preempted.

5           38.    “Carryout-out utensils” (the term used in § 113914) includes any “container”  
6 used in the storage, preparation, transportation, dispensing, sale, or service of food.” (Health  
7 and Safety Code § 113934.)

8           39.    Health and Safety Code § 114081 states: “Single-use articles [including carryout  
9 bags] shall not be reused.” This bans the use of reusable bags at restaurants.

10          40.    Health and Safety Code § 114130.2 states: “Materials that are used to make  
11 single-use articles [including bags] shall not allow the migration of deleterious substances or  
12 impart colors, odors, or tastes to food, and shall be safe and clean.”

13          41.    Based on the foregoing, the Retail Food Code regulates the “material” from  
14 which carryout bags are made (plastic or paper) and bans reusable bags.

15          42.    The California Supreme Court has confirmed that “the state alone” may regulate  
16 “food transportation, storage, and preparation,” “how food should be handled or transported,”  
17 and “food display and service.” These are among the subject matters and fields preempted by  
18 the California Retail Food Code. (*California Grocers Assn. v. City of Los Angeles* (2011) 52  
19 Cal.4th 177, 189.)

20          43.    The fact that the Ordinance has an environmental purpose is irrelevant. The only  
21 relevant consideration is “whether the *effect* of the local ordinance is in fact to regulate in the  
22 very field the state has reserved to itself.” (*California Grocers, supra*, 52 Cal.4th at 190, italics  
23 added.)

24          44.    Based on the foregoing, the Ordinance is invalid as it bans plastic bags at  
25 restaurants and other “food facilities” as defined by § 113789. The Ordinance intrudes into an  
26 area that the State of California has reserved to itself.

27          45.    Consumers could suffer severe physical injuries, including burns, and property  
28 damage if enforcement of the Ordinance is not enjoined by a preliminary injunction during the

1 pendency of this action.

2 46. Plaintiff's members that manufacture or supply plastic bags for restaurants and  
3 food establishments in Carpinteria, including but not limited to Command Packaging, will  
4 suffer irreparable damage if their products are banned. They have no adequate remedy at law to  
5 obtain compensation for such losses as the City is immune from liability for compensatory  
6 damages for adopting an invalid ordinance.

7 47. This action seeks enforcement of an important right affecting the public interest.  
8 If successful, this action will confer a significant benefit, both pecuniary and nonpecuniary, on  
9 the general public or a large class of persons. The necessity and financial burden of private  
10 enforcement is such as to make an award of attorney's fees to Plaintiff appropriate.

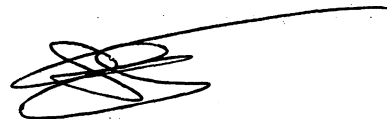
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for all of the following:

- 13 A. A judgment declaring that the Ordinance is invalid as it is preempted and prohibited  
14 by the California Retail Food Code.
- 15 B. An injunction directing the City to repeal the Ordinance.
- 16 C. A preliminary injunction prohibiting the City from implementing and enforcing the  
17 Ordinance during the pendency of this action. Plaintiff will file a motion for  
18 preliminary injunction.
- 19 D. Attorney's fees pursuant to Code of Civil Procedure § 1021.5.
- 20 E. Costs of this action.
- 21 F. Such other or further relief as the Court may deem just and proper.

22  
23 DATED: March 16, 2012

STEPHEN L. JOSEPH

24  
25  
26 

27 Attorney for Plaintiff

28 SAVE THE PLASTIC BAG COALITION

# **EXHIBIT A**

**Ordinance No. 655**

**ORDINANCE NO. 655**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA,  
CALIFORNIA, ESTABLISHING CHAPTER 8.51 OF THE CARPINTERIA  
MUNICIPAL CODE PERTAINING TO THE REGULATION OF SINGLE-USE BAGS**

**WHEREAS**, the City of Carpinteria ("City") pursuant to its police powers has the authority to enact laws which promote the public health, safety and general welfare of its residents; and

**WHEREAS**, the City is required under state and federal law to implement policies and programs to protect unique coastal resources and environmentally sensitive habitat areas (California Coastal Act), reduce the amount of waste produced by the community (i.e., AB 939, AB 341, AB 32), and prevent storm water runoff, trash, and debris from polluting creek and ocean waters (National Pollutant Discharge Elimination System Permit Program and the State Municipal Storm Water Permitting Program); and

**WHEREAS**, the State Legislature passed the Environmental Protection – Recycling – Plastic Carryout Bags Act (AB 2449) in 2007, with the stated intent of encouraging the use of reusable bags by consumers and retailers, and reducing the consumption of single-use bags state-wide; and

**WHEREAS**, the Carpinteria community is attractive to residents, businesses, and visitors due to a local economy and quality of life that is centered on a clean and healthy environment, including but not limited to, parks, public open spaces, creeks, estuary, tidelands and the ocean; and

**WHEREAS**, commercial establishments in Carpinteria distributed an estimated millions of single-use plastic bags and hundreds of thousands single-use paper bags in 2010; and

**WHEREAS**, most single-use paper and plastic bags are not recycled and so they end up in the waste stream or as litter in the environment. For example, the State of California estimates that 5 percent of single-use plastic bags distributed by commercial establishments subject to the At-Store Recycling Program (Pub. Res. Code § 42250-42257) are recycled through the Program and the EPA estimated that (nationally) approximately 50 percent of single-use paper shopping bags were recycled in 2009; and

**WHEREAS**, the City Council of the City of Carpinteria has held publicly noticed meetings on June 25, 2007, July 9, 2007, February 25, 2008, September 22, 2008, May 11, 2009, June 28, 2010, March 28, 2011, August 8, 2011, October 10, 2011, December 12, 2011, and February 27, 2012 and hosted community workshops on November 8, 2011 and February 1, 2012 in order to discuss issues and alternative responses to the use of single-use bags in the City; and

**WHEREAS**, the City Council received testimony and other information documenting the negative local and global impacts of single-use plastic bags on the environment and the waste stream; and

**WHEREAS**, the City larger stores and grocery stores cause the majority of single-use bag distribution in Carpinteria; and

**WHEREAS**, data gathered by City staff has documented the prevalence of single-use bags in the local environment, including in creeks and on beaches, and that many single-use bags are disposed of in the trash and sent to the landfill used by the City's trash hauler. These single-use bags negatively impact the local environment and create clean-up costs for the City, and are costly to dispose of and take up limited landfill space; and

**WHEREAS**, reusable bags are an available alternative to single-use bags; and

**WHEREAS**, in order to protect public health and safety and maintain and improve quality of life and the environment of Carpinteria, it is in the City's interest to establish programs and services that minimize the amount of single-use plastic and paper material that is manufactured and transported for use in Carpinteria, and which must then be handled, processed and disposed of; that minimize trash pollution in riparian, estuarine, ocean and other sensitive habitat areas; that minimize litter on public and private property: including but not limited to streets, beaches, parks, sidewalks, and storm drains; and, that reduce the amount of material in the Carpinteria waste stream.

**NOW, THEREFORE**, the City Council of the City of Carpinteria does hereby ordain as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The City Council finds and determines that the above recitals are incorporated herein and are each relied upon independently by the City Council for its adoption of this Ordinance.

**SECTION 2. CREATION OF CHAPTER 8.51**

Chapter 8.51 of the Carpinteria Municipal Code shall hereby be created and shall read as follows:

**8.51.010 Title.**

The title of this chapter shall be "Single-Use Bag Regulations"

**8.51.020 Purpose**

The purpose of these provisions is to promote:

A. The protection of unique coastal resources found in Carpinteria and identified for protection in policies of the City's General Plan/Local Coastal Plan, including the Carpinteria "El Estero" Salt Marsh, Beaches, Tidelands, and Offshore Reefs, Harbor Seal Hauling Grounds, and Creekways and Riparian Habitat;

B. Compliance with federal and state mandates for Clean Water (including National Pollutant Discharge Elimination System Permit Program and waste stream reduction (AB 939 and AB 341));

C. A reduction in the amount of plastic and paper material that is manufactured, transported, handled/processed, and discarded, and the impacts associated with such activities.

D. A reduction in the amount of waste/debris in City parks, public open spaces, creeks, estuary, tidelands and the ocean, and the amount of material going to landfills;

#### **8.51.030 Definitions.**

The following definitions shall govern the construction of this chapter:

A. "Commercial Establishment" means any person, including any corporation, partnership, business, facility, vendor, organization or individual located in or doing business within the City of Carpinteria that sells or provides perishable or non-perishable goods.

B. "Large Commercial Establishment" is a commercial establishment with over \$5,000,000 in annual gross retail sales volume, as reported to the State Board of Equalization or is a grocery store as defined in this section.

C. "Small Commercial Establishment" is a food provider or a commercial establishment that does not qualify as a large commercial establishment. If a portion of a large commercial establishment qualifies as a food provider, that portion of the large commercial establishment shall qualify and be treated as a small commercial establishment under this chapter.

D. "Food Provider" means any person or establishment doing business within the City of Carpinteria, that provides prepared food for public consumption on or off its premises and includes, without limitation, any store, shop, sales outlet, restaurant, grocery store, delicatessen, or catering truck vehicle.

E. "Gift Bag" means a decorated bag capable of containing a volume no greater than 6 liters made largely of paper, with handles that is designed to be used as gift packaging .

F. "Grocery Store" means a commercial establishment greater than 500 square feet in area that sells a line of dry goods, canned goods, or non-food items and some perishable items.

G. "Point of Sale" means the location in the commercial establishment where purchase is made.

H. "Product Bag" means any bag provided to a customer within a commercial establishment for the purposes of transporting items to the point of sale. An illustrative list of product bags includes bags used to contain produce, vegetables, meat, prescription drugs, any bulk goods, as well as dry cleaning bags, newspaper bags, and prepackaged goods.

I. "Paper Bag" means any paper bag that has a post-consumer recycled content of at least 40 percent and is 100 percent recyclable.

J. "Reusable Bag" means any bag with handles that is specifically designed and manufactured for multiple reuse, has a minimum lifetime capability of 125 or more uses carrying 22 or more pounds over a distance of at least 175 feet, and is either (1) made of cloth or other machine washable fabric or (2) made of other durable material, including plastic that is at least 2.25 mils thick.



K. "Single-Use Bag" means any bag that is provided to customers for carryout purchases by a commercial establishment, excluding gift bags, product bags, and reusable bags, as defined in this section.

**8.51.040 Prohibition and Reporting Requirement.**

A. Commencing on July 11, 2012 large commercial establishments are prohibited from dispensing to any customer at the point of sale a single-use bag.

B. Commencing on April 11, 2013 small commercial establishments are prohibited from dispensing to any customer at the point of sale a single-use bag, except gift bags or paper bags, as defined in this chapter.

**8.51.050 Exemptions.**

A. During a locally declared emergency, the City, emergency response agencies operating within the City, users of City facilities, and commercial establishments shall be exempt from the provisions of this chapter.

B. The City Manager, or his/her designee, may exempt an affected commercial establishment, from the requirements herein for a period of up to six months, upon showing by the commercial establishment that the application of the provisions herein would cause undue hardship. In determining whether undue hardship exists, the city manager or his/her designee shall consider:

1. Situations unique to the commercial establishment where there are no reasonable alternatives to using any bags that are not in compliance with this chapter and compliance with this chapter would cause significant economic hardship to that commercial establishment;

2. The existence of franchise or other contractual obligations which require a commercial establishment to use bags that are not in compliance with this chapter.

C. The decision of the City Manager or his/her designee to grant or deny an exemption shall be final. Exemptions granted under the provisions of this section are valid for up to six months, as determined by the City Manager. A commercial establishment granted an exemption by the City must re-apply prior to the end of the exemption period and demonstrate continued undue hardship, if it wishes to have the exemption extended. Extensions may only be granted for intervals not to exceed six months.

D. An exemption application shall include all information necessary for the City to make its decision, including but not limited to documentation showing the factual support for the claimed exemption.

E. Commercial Establishments must exercise best efforts during exemption period to meet ordinance requirements.

**8.51.060 Penalties and Enforcement.**

- A. The presence at the point of sale of a non-exempt commercial establishment of prohibited bags not in compliance with this chapter shall constitute a rebuttable presumption of violation of this chapter.
  
- B. Violations of this ordinance shall be enforced as follows:
  - 1. For the first violation, upon a determination that a violation of this chapter has occurred, the City shall issue a written warning notice to the commercial establishment which will specify the violation and the appropriate penalties in the event of future violations.
  
  - 2. Thereafter, any person violating or failing to comply with any of the requirements of this chapter shall be subject to remedies specified pursuant to Chapters 1.06 and 1.08 of this Code.
  
  - 3. Each and every sale or other transfer of a single-use bag shall constitute a separate violation of this ordinance.
  
  - 4. The city attorney may seek legal, injunctive, or other equitable relief to enforce this chapter.
  
- C. The remedies and penalties provided in this chapter are cumulative and not exclusive of other remedies and penalties available under other provisions of applicable law.

**8.51.070 Construction; Preemption**

This chapter and any provisions thereof shall be null and void upon the adoption of any state or federal law or regulation imposing the same or essentially the same limits on the use of prohibited products as set forth in this chapter. This chapter is intended to be a proper exercise of the City's police power, to operate only upon its own facilities and commercial establishments acting within its boundaries, and not to regulate inter-city or interstate commerce. It shall be construed in accordance with that intent.

**SECTION 3. CEQA FINDINGS.**

The adoption of this Ordinance is not subject to the California Environmental Quality Act, as this ordinance does not constitute a project, as defined by Public Resources Code Section 21065 and even if it is determined that the proposed action constitutes a project, the project would be exempt pursuant to CEQA Guidelines §§ 15307 [exemptions for actions to protect natural resources] , 15308 [exemptions for actions to protect the environment], or 15061(b)(3) [common sense exemption].

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall be in full force and effect thirty (30) days following a second reading of the ordinance; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the City Council voting for and against the same in the Coastal View, a newspaper of general circulation, published in the City of Carpinteria.

**SECTION 5. SEVERABILITY.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter, or application thereof to any person or circumstances, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it would have passed such section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared unconstitutional or invalid or ineffective.

**PASSED, APPROVED, AND ADOPTED** this  
12th day of March, 2012, by the following called  
vote:

**AYES: COUNCILMEMBERS:** Carty, Reddington, Stein, Clark

**NOES: COUNCILMEMBERS:** Armendariz

**ABSENT: COUNCILMEMBERS:** None

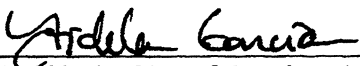


\_\_\_\_\_  
Mayor of the City of Carpinteria

**ATTEST:**

  
\_\_\_\_\_  
City Clerk, City of Carpinteria

*I hereby certify that the foregoing Ordinance was  
duly and regularly introduced and adopted at a  
regular meeting of the City Council of the City of  
Carpinteria held this 12<sup>th</sup> day of March, 2012.*

  
\_\_\_\_\_  
City Clerk, City of Carpinteria

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

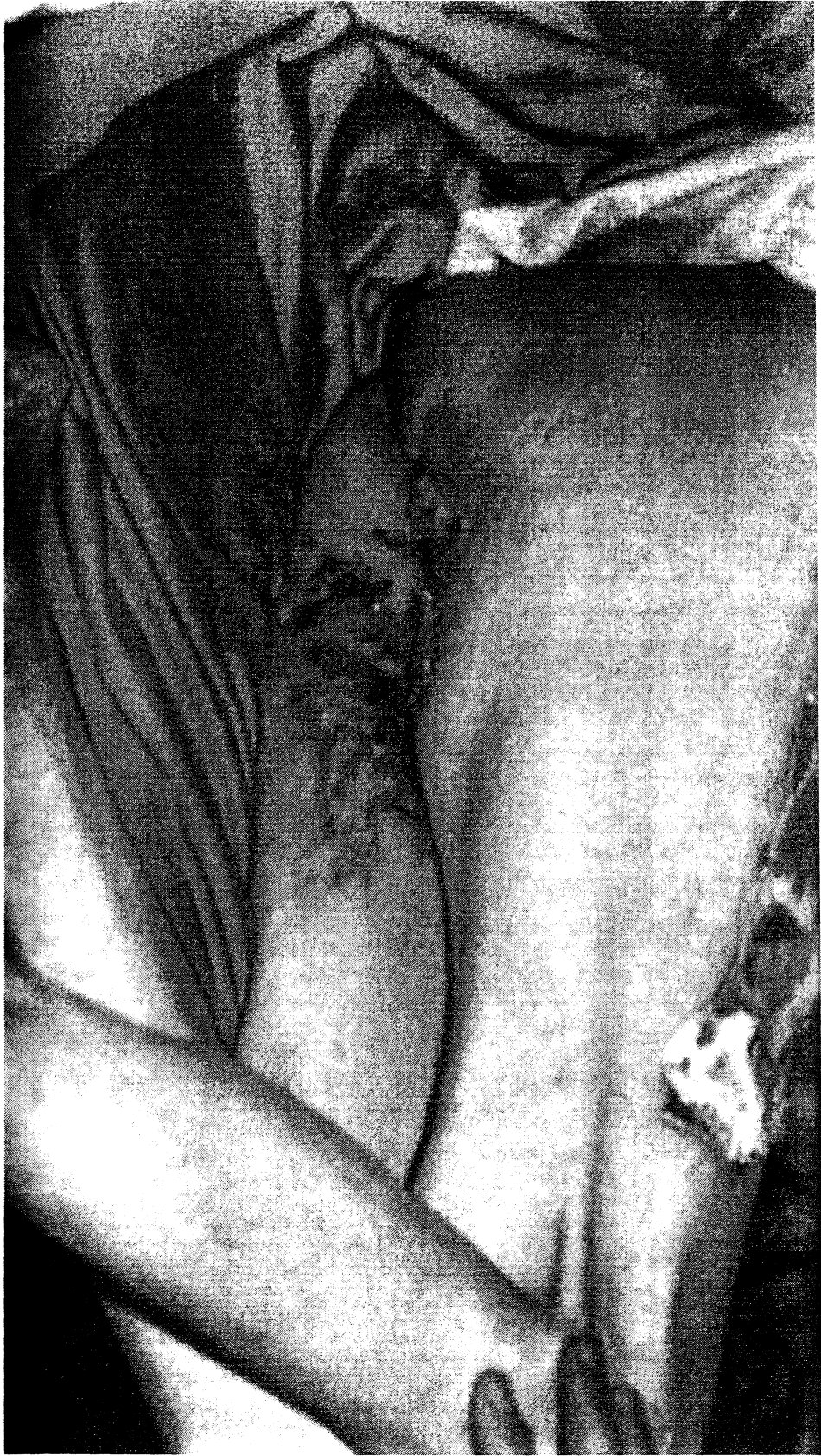
# **EXHIBIT B**

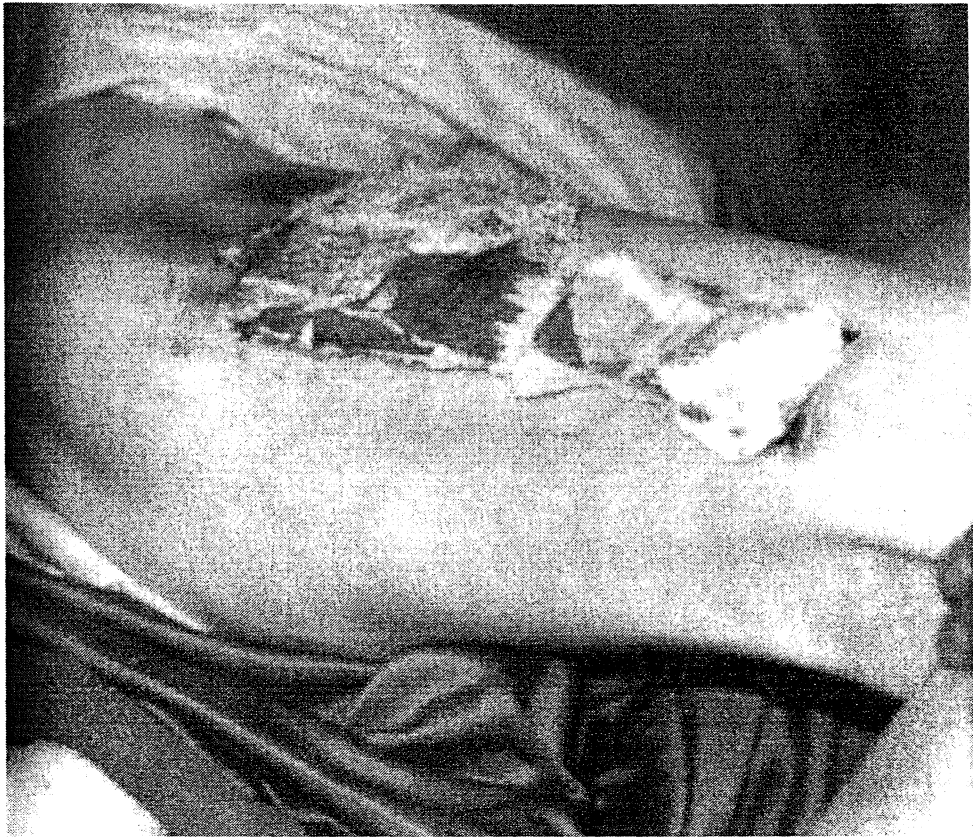
Hot coffee case injuries

## **WARNING**

**THE FOLLOWING PAGES  
CONTAIN PHOTOGRAPHS  
OF THE PLAINTIFF'S  
INJURIES IN THE HOT  
COFFEE CASE. THEY ARE  
DISTURBING AND MAY  
CAUSE DISTRESS TO PEOPLE  
SENSITIVE TO SUCH  
IMAGES.**









# **EXHIBIT C**

Hot soup injuries case



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## Law Subway Soup Severely Burns Woman, Lawsuit Claims

By Victoria Bekiempis Sat., Sep. 10 2011 at 10:15 AM

Categories: Law

Comments (15)

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Claudia Vargas, 23, says she was burned by soup.

A Miami-Dade woman says that the soup she bought from Subway scalded her thigh, hip, and buttocks so extensively that she had to rush to the hospital -- and undergo emergency treatment for second-degree burns, according to a recently filed lawsuit.

On July 30, Claudia Vargas purchased soup and a sub from the Hollywood sandwich store, located at 6582 Taft St.

When she returned to her car, she tried to take the soup out of the bag. But the container was too full and the lid was not attached correctly, so the soup spilled on her lap, Vargas says.

Because the soup was extremely hot, 23-year old Vargas says that she suffered from second-degree burns that will leave her with permanent scarring.

The Pulp has acquired a photo of Vargas' injuries, but has posted it after the jump because of the disturbing nature of the image.

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### TODAY'S DEAL IN BROWARD



\$30 for Registration to Warrior Dash (reg. \$60)

GET IT NOW



Vargas' burns.

Richard Lydecker, the lawyer representing Subway, says that his client did nothing wrong.

"The investigation is still ongoing, but this soup was not any hotter than soup served normally," Lydecker tells the Pulp. "There was nothing special about this soup."

Lydecker insists that the soup was cooked and served at a reasonable temperature.

"I mean, soup is hot. And people want their soup hot. You're not supposed to spill it on yourself. My client just wanted to serve a good tasting, hot soup. He looks forward to exonerating himself in court."

Still, Vargas stands by her claim, and insists that Subway was negligent in how it prepped, marketed, and served her the soup.

Medical records furnished to the Pulp by Vargas' representative confirm that Vargas had to go to the emergency room after the accident, where she was given antibiotics, a tetanus shot, and topical ointment for the wounds.

A plastic surgeon who examined Vargas shortly after the accident has said that chances for full recovery are grim: The burns will take at least 6 months to heal. And, "despite laser intervention, the patient will always have some residual scarring," medical documents note.

Vargas thinks that this could have been avoided if Subway hadn't served overly hot soup -- or if she'd had some kind of warning that the soup would be scalding and hazardous.

Vargas is suing Subway, in hopes of getting money for her medical bills.

Follow The Pulp on Facebook and on Twitter: @ThePulpBPB.

**Tags:** lawsuit, sandwiches, soup, stew, Subway

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- Hermain Cain Makes a Stop in Broward

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