

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MARTCHELA POPOVA MLADENOV,
MLADEN MLADENOV, CHAN M. MAO,
on behalf of themselves and those similarly
situated,

Plaintiffs,

v.

WEGMANS FOOD MARKETS, INC.,

Defendant.

(Electronically Filed)

CIVIL ACTION

Civil Action No. _____

NOTICE OF REMOVAL

Defendant Wegmans Food Markets, Inc. (“Wegmans”) by and through its undersigned counsel, Pepper Hamilton LLP, hereby files a Notice of Removal of the above-captioned action from the Superior Court of New Jersey, Law Division, Camden County, to this Court, and in support of this Notice of Removal avers as follows:

BACKGROUND

1. On or about December 15, 2014, Plaintiffs Martchela Popova Mladenov, Mladen Mladenov, and Chan M. Mao (collectively the “Plaintiffs”) filed a putative class action on behalf of themselves and all other persons similarly situated against Wegmans in the Superior Court of New Jersey, Law Division, Camden County. *See* Compl. ¶ 1 (a true and correct copy of the Complaint is attached as Exhibit “A”).

2. Plaintiffs allege that Wegmans engaged in “deceptive, false, misleading, fraudulent, and unconscionable commercial practices in the sale, marketing and advertising of

bread and bakery products” in violation of the New Jersey Consumer Fraud Act at *N.J.S.A.* 56:8-1 (“CFA”). *See* Ex. A, Compl. ¶ 1. Plaintiffs also allege that Wegmans’ signs and descriptions of breads and bakery products are inaccurate (*Id.* at ¶¶ 44-49) and that Wegmans breached an “express warranty” related to the sale of bread and bakery products. *See id.* (¶¶ 50-55).

3. Wegmans was served with the Complaint on December 23, 2014.

4. As of the date of this Notice of Removal, the Complaint constitutes all pleadings, process, and other documents that were served upon Wegmans in this action.

5. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) because it is being filed within thirty (30) days of December 23, 2014, which is the date when Wegmans was served.

6. The filing of the Notice of Removal in this Court is appropriate because the United States District Court for the District of New Jersey is the District where the state court action is pending. *See* 28 U.S.C. §§ 1446(a) and 1441(a).

7. There are two bases upon which this Court has original jurisdiction. First, under 28 U.S.C. § 1332 complete diversity exists between Plaintiffs and Wegmans. Second, jurisdiction is appropriate under 28 U.S.C. § 1332(d), as amended by the Class Action Fairness Act of 2005 (“CAFA”) because (i) any member of a class of plaintiffs is a citizen of a state different from any defendant; (ii) the number of proposed class members is 100 or more; and (iii) the amount in controversy exceeds \$5 million in the aggregate, exclusive of interests and costs. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), and 1332(d)(2)(6).

**REMOVAL IS PROPER BECAUSE COMPLETE DIVERSITY
EXISTS UNDER 28 U.S.C. § 1332(A)**

8. Pursuant to 28 U.S.C. § 1332(a), diversity jurisdiction exists over this case because the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000, and there is complete diversity of citizenship between Plaintiffs and Wegmans.

A. The Amount in Controversy Requirement is Met

9. A removing defendant need only demonstrate “to a reasonable probability” that the amount in controversy exceeds \$75,000. *Raspa v. Home Depot*, 533 F. Supp. 2d 514, 521 (D.N.J. 2007).

10. It is apparent from the Complaint that Plaintiffs seeks recovery of an amount in excess of \$75,000, exclusive of interest and costs. Plaintiffs assert claims for violations of the New Jersey Consumer Fraud Act and Breach of Warranty. *See* Ex. A, Compl., First Class Count, Third Class Count.

11. In the Complaint Plaintiff seeks damages for over 10,000 persons in their purported class, together with treble damages and statutory penalties of \$100 for each class member. *See id.*, Whereas Clause.

12. Given the serious nature of Plaintiffs’ claims, and the fact that Plaintiffs seek treble damages and statutory penalties for themselves and for a class of New Jersey consumers, it is reasonably probable that the amount in controversy exceeds the jurisdictional minimum.

the State of New Jersey whereas defendant Wegmans is a New York corporation with its principal place of business located in Rochester, New York. *See* Ex. A, Compl. ¶ 8.

18. **Second**, it is alleged that there are more than 100 class members in the proposed class. As alleged in paragraph 12 of the Complaint, Plaintiffs contend that “the proposed class is composed of over 10,000 persons and each proposed sub-class is composed of at least 5000 persons.” Ex. A, Compl. ¶ 12.

19. **Third**, it is alleged that the amount in controversy exceeds \$5 million in the aggregate. Although the Complaint does not demand a precise amount of damages, a reasonable reading of the Complaint (and the claims being pursued) and this Notice of Removal reveals that the amount in controversy in this action exceeds \$5 million in the aggregate. *See Ellis v. Bradbeck*, No. 06-0750(NLH), 2006 U.S. Dist. LEXIS 88626, at *3 (D.N.J. Dec. 4, 2006) (“When a complaint does not demand a precise damage amount, the amount in controversy is measured by ‘a reasonable reading of the value of the rights being litigated,’ and the Court must make an independent appraisal of the value of the claim.”) (citing *Angus v. Shiley Inc.*, 989 F.2d 142, 146 (3d Cir. 1993)); *Russ v. Unum Life Ins. Co.*, 442 F. Supp. 2d 193, 197 (D.N.J. 2006) (“In determining the amount in controversy, the District Court must first look to the complaint to assess the damages demanded by the plaintiff. If the complaint is open-ended and does not allege a specific amount, the court must perform an independent appraisal of the value of the claim by looking at the petition for removal or any other relevant evidence.”) (citations omitted); *see also Johnson v. Costco Wholesale*, No. 99-CV-3576, 1999 U.S. Dist. LEXIS 14496, at *7 (E.D. Pa. Sept. 22, 1999) (when a complaint does not demand a precise amount of money damages, “the court must make an independent appraisal of the claim and after a generous

B. There is Complete Diversity of Citizenship Between Plaintiffs and Wegmans

13. According to the Complaint, Plaintiffs all reside in the State of New Jersey. *See id.* at ¶¶ 5,6,7. Moreover, Plaintiffs purported class consists of “[a]ll individuals and entities within New Jersey . . .” *See id.* at ¶¶ 8-9. Thus, all of the Plaintiffs and all members of their purported class reside in New Jersey.

14. Wegmans is a New York Corporation with its principal place of business in New York. Thus, Wegmans is a citizen of New York for purposes of determining diversity. *See* 28 U.S.C. § 1332(c)(1).

15. Because the facts in this case satisfy the diversity jurisdiction requirements, this action is removable to the United States District Court for the District of New Jersey under 28 U.S.C. § 1332(a).

REMOVAL IS PROPER UNDER THE CLASS ACTION FAIRNESS ACT OF 2005

16. In the alternative, removal also is appropriate under 28 U.S.C. § 1332(d), as amended by the Class Action Fairness Act of 2005 (“CAFA”) because (i) any member of a class of plaintiffs is a citizen of a state different from any defendant; (ii) the number of proposed class members is 100 or more; and (iii) the amount in controversy exceeds \$5 million in the aggregate, exclusive of interests and costs. *See* 28 U.S.C. §§ 1332(d)(2), 1332(d)(5)(B), and 1332(d)(2)(6).

17. ***First***, the members of the plaintiff class are citizens of a state different from Wegmans. As alleged in paragraphs 5, 6, and 7 of the Complaint, Plaintiffs are citizens of

reading of the complaint, arrive at the reasonable value of the rights being litigated”) (citation omitted).

20. For example, according to the Complaint, Plaintiffs contend that they represent a class of consumers that “repeatedly purchased” bread and bakery products from seven Wegmans stores located in the State of New Jersey from December 14, 2008 forward. *See* Ex. A, Compl. ¶¶ 10, 27, 29.

21. Plaintiffs contend that their proposed class comprised of over 10,000 persons. *See* Ex. A, Compl. ¶ 12.

22. This proposed class seeks a refund of all money they spent on bread or bakery products, (Ex.A, ¶ 43), together with treble damages and attorneys’ fees and costs under the CFA, *N.J.S.A.* 56:8-19; *see* Ex. A, Compl. at Prayer for Relief ¶ (d), (e).

23. Plaintiffs also seek to recover for a statutory penalty for each class member in the amount of \$100. *See* Ex. A, Prayer for Relief ¶ (f).

24. For purposes of this Notice of Removal, the Court may consider claims for treble damages, statutory damages, and attorneys’ fees and costs under the CFA when determining the amount in controversy for jurisdictional purposes. *See Red Line Marine Liquidators, Inc. v. Jarrett Bay Boat Works Inc.*, No. 08-1863 (AET), 2008 U.S. Dist. LEXIS 71202, at *8 (D.N.J. Sept. 17, 2008) (court considered plaintiff’s demand for treble damages and attorneys’ fees under the New Jersey Consumer Fraud Act in determining the “amount in controversy”); *Wolfe v. Nobel Learning Communities, Inc.*, No. 06-3921, 2006 U.S. Dist. LEXIS 93055, at *2 n.2 (D.N.J. Dec. 26, 2006) (considered claims for treble damages and attorneys’

fees under the New Jersey Consumer Fraud Act in determining that the “amount in controversy” was satisfied); *Penn v. Wal-Mart Stores, Inc.*, 116 F. Supp. 2d 557, 569 (D.N.J. 2000) (attorneys’ fees and costs are included in the amount in controversy calculation when they are available under a statute); *see also Talalai v. Cooper Tire & Rubber Co.*, No. 00CV5694AJL, 2001 U.S. Dist. LEXIS 3577, at *11, n.8 (D.N.J. Jan. 5, 2001) (“Although Section 1332 excludes “interest and costs” from the amount in controversy, attorneys’ fees are necessarily part of the amount in controversy if such fees are available to a successful plaintiff pursuant to a statutory cause of action.”) (citing *Suber v. Chrysler Corp.*, 104 F.3d 578, 585 (3d Cir. 1997)); *Lewis v. Verizon Communications, Inc.*, 627 F.3d 395, 401 (9th Cir. 2010); *Chabner v. United of Ohama Life Ins. Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000) (noting that courts may consider statutory damages, including treble damages, for purposes of calculating amount in controversy); *Nat’l Org. for Marriage, Inc. v. United States, IRS*, 2014 U.S. Dist. LEXIS 147490, *8 (E.D. Va. 2014)(amount in controversy “includes actual damages, statutory damages, and punitive damages that are sought both in the complaint”).

25. Plaintiffs’ allegation that “Plaintiffs’ ascertainable loss is equal to the amount of money they spent on the breads or bakery products...” they repeatedly purchased since December 14, 2008, Ex. A, Compl. ¶ 41, combined with Plaintiffs’ demand for treble damages, statutory damages, and substantial attorneys’ fees and costs, demonstrate that the alleged amount in controversy exceeds \$5 million.

26. Because the facts in this case satisfy the diversity jurisdiction requirements, this action is removable to the United States District Court for the District of New Jersey under 28 U.S.C. § 1332(d)(2).

**VENUE IS PROPER AND NOTICE OF REMOVAL WAS GIVEN TO PLAINTIFFS
AND THE CLERK OF THE SUPERIOR COURT OF NEW JERSEY, LAW DIVISION,
CAMDEN COUNTY**

27. Venue is proper in the United States District Court for District of New Jersey pursuant to 28 U.S.C. §§ 112(a) and 1441(a), because the United States District Court for the District of New Jersey is the federal judicial district embracing the Superior Court of New Jersey, Law Division, Camden County, where the state court action was originally filed.

28. In accordance with 28 U.S.C. § 1446(d), upon filing of this Notice of Removal, Wegmans will give written notice of this Notice of Removal to Plaintiffs. Wegmans also will file a true and correct copy of this Notice of Removal with the Clerk of the Superior Court of New Jersey, Camden County, Law Division.

WHEREFORE, Defendant Wegmans removes this action to the United States District Court for District of New Jersey.

Respectfully submitted,

s/ Jaclyn K. Ruocco
Matthew V. DelDuca
Angelo A. Stio III
Jaclyn K. Ruocco
PEPPER HAMILTON LLP
(A Pennsylvania Limited Liability Partnership)
Suite 400
301 Carnegie Center
Princeton, NJ 08540-6227
(609) 452-0808

Attorneys for Defendant,
Wegmans Food Markets, Inc.

Dated: January 20, 2015

Exhibit A

ANGELOVA LAW FIRM, LLC
10 000 LINCOLN DR. EAST
SUITE 201
MARLTON, NEW JERSEY 08053
Tel: (609)-271-3573
Fax: (609)-257-4115
Attorney # 903602012

SERVED IN PERSON

DATE: 12-23-14

TIME: 3:00 PM

SIGNATURE:

[Handwritten Signature]

LASSEN LAW FIRM
10 000 LINCOLN DR. EAST
SUITE 201
MARLTON, NEW JERSEY 08053
(856)-685-3820
Attorney # 006662000

Attorneys for Plaintiffs and the putative class

<p>MARTCHELA POPOVA MLADENOV, MLADEN MLADENOV, CHAN M. MAO, on behalf of themselves and those similarly situated, Plaintiffs vs. WEGMANS FOOD MARKETS, INC. Defendant</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION-CIVIL PART CAMDEN COUNTY DOCKET NO.: L- 4789-14 CIVIL ACTION SUMMONS</p>
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From The State of New Jersey

To the Defendant Named Above: **WEGMANS FOOD MARKETS, INC**

The plaintiffs, named above, have filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service

with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices

and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Dated:

Clerk of the Superior Court

Name of defendant to be served:

WEGMANS FOOD MARKETS, INC

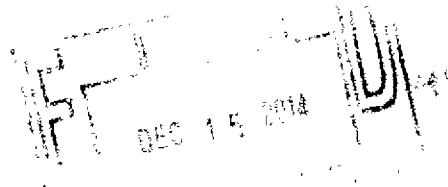
Address for service:

1500 Brooks Avenue

Rochester, New York 14603.

ANGELOVA LAW FIRM, LLC
10 000 LINCOLN DR. EAST
SUITE 201
MARLTON, NEW JERSEY 08053
Tel: (609)-271-3573
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Attorneys for Plaintiffs and the putative class

<p>MARTCHELA POPOVA MLADENOV, MLADEN MLADENOV, CHAN M. MAO, on behalf of themselves and those similarly situated,</p> <p>Plaintiffs</p> <p>vs.</p> <p>WEGMANS FOOD MARKETS, INC.</p> <p>Defendant</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION-CIVIL PART CAMDEN COUNTY</p> <p>DOCKET NO.: L- 4789-14</p> <p>CIVIL ACTION</p> <p>CLASS ACTION COMPLAINT AND JURY DEMAND</p>
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NATURE OF THE ACTION

1. This class action stems from Defendant's violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (hereinafter "the CFA") as well as Defendant's breach of its express warranty. Specifically, Plaintiffs allege that Defendant engaged into deceptive, false, misleading, fraudulent and unconscionable commercial practices in the sale, marketing, and advertising of bread and bakery products..

JURISDICTION AND VENUE

2. All claims in this matter arise exclusively under New Jersey law.
3. Defendant Wegmans Food Markets, Inc. (hereinafter "Defendant" or "WFM") conducts business in the State of New Jersey. Defendant conducts business in Camden County, New Jersey.
4. Venue in this action properly lies in Camden County as Defendant does business there, and many putative class members undoubtedly reside there.

PARTIES

5. Plaintiff Chan M. Mao (hereinafter "Ms. Mao") resides in Camden County, New Jersey.
6. Plaintiff Martchela Popova Mladenov (hereinafter "Ms. Popova-Mladenov") resides in Burlington County, New Jersey.
7. Plaintiff Mladen Mladenov (hereinafter "Mr. Mladenov") resides in Burlington County, New Jersey.
8. Defendant Wegmans Food Market, Inc. (hereinafter "Defendant") is a New York for profit corporation with a principal place of business located at 1500 Brooks Avenue, Rochester, New York 14603.

CLASS ACTION ALLEGATIONS

9. Plaintiffs bring this class action pursuant to R. 4:32, on behalf of themselves and the class defined as:

All individuals and entities within New Jersey who purchased loaves of bread and/or bakery products from a Wegmans Food Market located in New Jersey on or after December 14, 2008.

10. Plaintiffs also brings this action as a class action pursuant to R. 4:32, on behalf of a sub-class defined as:

All individuals and entities within New Jersey who purchased loaves of bread and/or bakery products from a Wegmans Food Market located in New Jersey, using a credit card, debit card on or after December 14, 2008.

11. The class and sub-class for whose benefit this action is brought are so numerous that joinder of all members is impracticable.
12. Upon information and belief, the proposed class is composed of over 10,000 persons and each proposed sub-class is composed of at least 5000 persons.
13. All claims in this matter arise from the identical, deceptive, false, misleading, fraudulent written affirmative statements on in store sign, which states in uniform language, "STORE BAKED ROLLS".
14. There are common questions of law and fact affecting the rights of the class and subclass members, including, inter alia, the following:
- a. Whether Defendant sold certain bread and bakery products falsely advertising them as if they were baked in its stores when they were pre-baked elsewhere and delivered to the stores; Whether Defendant mixed store baked bread and bakery products with frozen bread and bakery products, which were not made in store and whether De
 - b. Whether Defendant sold certain bread and bakery products that were not baked in store by Defendant while Defendant falsely advertised these products as "baked in store."
 - c. Whether Defendant was aware that some bread and bakery products were frozen or stored at a certain temperature and reheated prior to its sale;
 - d. Whether Defendant's act in placing signs in its store such as "STORE BAKED ROLLS" is a false, misleading or deceptive affirmative representation of fact in violation of N.J.S.A. 56:8-2, the New Jersey Consumer Fraud Act;
 - e. Whether Defendant's act in placing signs in its stores such as "STORE BAKED ROLLS" violated New Jersey common law regarding express warranty;

f. Whether Plaintiffs and the class are entitled to an order for declaratory and injunctive relief directing Defendant to participate in a court-supervised program of refund and/or removing in store signs such as "STORE BAKED ROLLS" and/or changing the words on its packaging.

g. Whether the members of the Class have sustained damages and, if so, the proper measure of such damages.

15. Plaintiffs are members of the class and sub-classes they seek to represent.
16. The claims of Plaintiffs are not only typical of all class and sub-class members, they are identical.
17. All claims of Plaintiffs and the class and sub-classes arise from the same identical, false, written statement of affirmative fact on the in-store signs.
18. All claims of Plaintiffs and the class are based on the exact same legal theories.
19. Plaintiffs have no interest antagonistic to, or in conflict with, the class or sub-class.
20. Plaintiffs will thoroughly and adequately protect the interests of the class and sub-class, having retained qualified and competent legal counsel to represent themselves and the class and sub-class.
21. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.
22. A class action is the only practical, available method for the fair and efficient adjudication of the controversy since, inter alia, the damages suffered by each member were less than \$5 per each bread or bakery product and, as such, individual actions are not economically feasible.
23. Common question of law and fact will predominate, and there will be no unusual manageability issues.

FACTUAL ALLEGATIONS

24. Defendant is in the business of manufacturing, distributing, marketing, and selling of various bread and bakery goods including but not limited to bread, bagels, croissants, cookies, cakes, pies, muffins, and rolls.
25. Defendant maintains seven (7) Wegmans stores in New Jersey.
26. Wegmans Food Markets' stores display in-store signs such as "STORE BAKED ROLLS," which advertise and suggest that its baked goods are freshly baked in stores.
27. Therefore, it was Defendant's intent to induce consumers to purchase its bread and bakery products by falsely stating that they are baked in stores; when they are pre-baked elsewhere and delivered to each store, and/or stored frozen or at certain temperature for a period of time and/or reheated or half-baked prior to sale.
28. It was Defendant's intent to mislead consumers they are buying bread and bakery products that were "made in house" from scratch when Defendant sold bread and bakery products that were frozen, delivered to its stores, and then re-baked or partially baked in store.
29. Plaintiffs have repeatedly purchased the bread and bakery products from Defendant.
30. Plaintiffs purchased the bread and bakery products from Defendant because Plaintiffs believed they were buying products that were freshly made in store from scratch.
31. Plaintiffs are health conscious individuals who are willing to pay a premium for bread and bakery products made in store. Plaintiffs would not have purchased bread and bakery

products if they had known that Defendant's products were in fact baked at another facility, delivered to and/or stored at its stores under a certain temperature for a period of time, and/or reheated prior to its sale.

32. Defendant continues to advertise that its bread and bakery products are freshly baked in stores.

FIRST CLASS COUNT

**THE NEW JERSEY CONSUMER FRAUD ACT
N.J.S.A. 56:8-1 et seq.**

33. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully pled herein.
34. The New Jersey Consumer Fraud Act (CFA) clearly applies to all sales of Defendant's breads and/or bakery products sold in a Wegmans Food Markets stores located in the State of New Jersey.
35. CFA provides that:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared an unlawful practice. N.J.S.A. 56:8-1 et seq (emphasis added).

36. Specifically, the CFA provides:

It shall be an unlawful practice for any person to misrepresent on any menu or other posted information, including advertisements, the identity of any food or food products to any of the patrons or customers of eating establishments

including but not limited to restaurants, hotels, cafes, lunch counters or other places where food is regularly prepared and sold for consumption on or off the premises. N.J.S.A. 56:8-2.9 (emphasis added).

37. Acts constituting misrepresentation of identity of food are:

- a. Its description is false or misleading in any particular;
 - b. Its description omits information which by its omission renders the description false or misleading in any particular;
 - c. It is served, sold, or distributed under the name of another food or food product;
 - d. It purports to be or is represented as a food or food product for which a definition of identity and standard of quality has been established by custom and usage unless it conforms to such definition and standard.
- N.J.S.A. 56:8-2.10 (emphasis added).

38. Defendant violated the CFA by, among other things:

- A. Its misrepresentation of the material fact that its bread and/or bakery products were made in store on a daily basis. Many of Defendant's bread and bakery products are in fact delivered frozen and re-baked before sale.
- B. Its omission of material fact or disclosing that certain bread loaves and bakery products were in fact frozen and not made in store.
- C. Its misrepresentation or omission of information of the identity of the bread or the bakery products sold in its stores. Specifically, the posted signs or descriptions of its bread or bakery products proffer statement that the goods were made in store. The posted signs or description omit information that the goods were baked elsewhere and delivered to the store. The posted signs and/or product description misrepresent the origin of the bread. The posted signs and/or product description mislead consumers and lead them to believe that all Defendant's bread and bakery products were made in store when in fact many types of bread and bakery products advertised as "made in house" are delivered frozen and reheated or re-baked immediately before sale.

39. Plaintiffs and other similarly situated consumers have purchased and consumed Defendant's bread and bakery products without knowing that some of these products were in fact pre-baked by another vendor or facility, frozen, delivered to the store, and then re-baked, boiled, or reheated in store.

40. Plaintiffs and other similarly situated consumers reasonably believed that the bread and bakery products they purchased were all made in store by Defendant. Plaintiffs and all other similarly situated consumers relied on Defendant's misrepresentations and omissions when they purchased bread and bakery products. In fact, Plaintiffs would not have purchased the bread and bakery products from Defendant had they known that the bread and bakery products were not "made in store" as Defendant falsely advertised.
41. Plaintiffs have suffered an ascertainable loss arising from Defendant's violation of the CFA. Plaintiffs' ascertainable loss is equal to the amount of money they spent on the breads or bakery products that they would not have purchased had the accurate information been properly disclosed to them.
42. All members of the Class also suffered the same ascertainable loss as Plaintiffs.
43. Plaintiffs and all those similarly situated are entitled to a refund of all money spent on the purchase of Defendant's breads or bakery products pursuant to N.J.S.A. 56:8-2.11.

SECOND CLASS COUNT

**INJUNCTIVE AND DECLARATORY RELIEF UNDER THE NEW JERSEY
DECLARATORY JUDGMENTS ACT
N.J.S.A. 2A:16-51 et seq.**

44. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.
45. Plaintiffs and the class need, and are entitled to, a declaration that certain signs or descriptions that the breads or bakery products are baked in store are inaccurate.
46. Each Plaintiff and class member has a significant interest in this matter.
47. A justifiable controversy was presented in this case, rendering declaratory judgment appropriate.

48. In addition, because the unlawful uniform conduct of Defendant continues, and its ongoing, the class also needs, and is entitled to, an order enjoining Defendant from selling any pre-baked, frozen bread and/or baked product or bread and bakery products made in other facility, with any labeling, signs, descriptions, or packaging suggesting that the goods are either baked in store and/or daily.
49. Defendant shall be enjoined from its unlawful practices which include but are not limited to: a) inducing consumers to purchase bread and bakery products based on false and/or misleading advertisement; b) inducing consumers to purchase bread and bakery goods by concealing material facts; c) misleading consumers to pay a premium price for certain bread and bakery products by posting or proffering misleading and/or false advertising signs or descriptions ; d) profiting from its unlawful actions.

THIRD CLASS COUNT

BREACH OF EXPRESS WARRANTY

50. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.
51. By operation of New Jersey law, Defendant entered into a contract with each Plaintiff and class member when the member purchased its bread or bakery product in New Jersey.
52. By operation of New Jersey law, the terms of this contract included an express warranty incorporating the identical affirmation, promise and description by Defendant regarding its bread or bakery products, which stated that the goods are baked daily and/or baked in store.
53. The relevant terms and language of the express warranty between Defendant and each member of the class are identical.

54. Defendant has breached the terms of this express warranty in an identical manner for each class member because the bread or bakery products did not and could not conform to the affirmation, promise and description on the in-store signs.
55. As a direct and proximate result of this breach of express warranty by Defendant, each member of the class has suffered economic loss.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs ask this court to:

- a. Certify the proposed class as a class action pursuant to R. 4:32;
- b. Enter an order for injunctive and declaratory relief as described herein;
- c. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. Award Plaintiffs' reasonable attorneys' fees and costs;
- e. Award Plaintiff and the class treble damages;
- f. Award each class member a \$100 statutory penalty under N.J.S.A. 56:12-17;
- g. Grant such other and further legal and equitable relief as the court deems just and equitable.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, I hereby certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending

arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in the action at this time.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CERTIFICATION PURSUANT TO N.J.S.A. 56:8-1 et seq.

The undersigned hereby certify that a copy of this complaint has been forwarded to the Attorney General of the State of New Jersey and the Camden County Officers of Consumer Affairs.

DESIGNATION OF TRIAL COUNSEL


Pursuant to R. 4:25-4, Aneliya M. Angelova, Esq. is hereby designated as trial counsel for the Plaintiffs and the class in the above matter.

DATED: 12/14/2014


ANELIYA M. ANGELOVA

ANGELOVA LAW FIRM, LLC
10 000 LINCOLN DR. EAST
SUITE 201
MARLTON, NEW JERSEY 08053
Tel: (609)-271-3573
Fax: (609)-257-4115
Attorney # 903602012

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CC <input type="checkbox"/> CA
	Use for Initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		CHECK NO.:
			AMOUNT:
			OVERPAYMENT:
			BATCH NUMBER:
ATTORNEY / PRO SE NAME Anelya M. Angelova, Esq.		TELEPHONE NUMBER (800) 271-3573	COUNTY OF VENUE Camden
FIRM NAME (if applicable) Angelova Law Firm, LLC		DOCKET NUMBER (upon evaluation) L-4789-14	
OFFICE ADDRESS 10000 Lincoln Dr. East Suite 201 Marlton, New Jersey 08053		DOCUMENT TYPE CIVIL ACTION COMPLAINT	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Martchela Popova Mladenov, Plaintiff Mladen Mladenov, Plaintiff Chan M. Mao, Plaintiff		CAPTION Martchela Popova Mladenov, Mladen Mladenov, Chan M. Mao, on behalf of themselves and those similarly situated v. Wegmans Food Markets, Inc..	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS Consumers	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: <i>Anelya M. Angelova</i>			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 180 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 602 BOOK ACCOUNT (debt collection matters only)
- 605 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 606 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 601 SUMMARY ACTION
- 602 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 306 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603H AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 006 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 608 COMPLEX COMMERCIAL
- 613 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|---|---|
| <ul style="list-style-type: none"> 266 HORMONE REPLACEMENT THERAPY (HRT) 271 ACCUTANE/ISOTRETINOLIN 274 RISPERDAL/SEROQUEL/ZYPREXA 278 ZOMETAVAREDA 279 GADOLINIUM 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL 282 FOSAMAX 284 NUVARING 285 STRYKER TRIDENT HIP IMPLANTS 286 LEVAQUIN 287 YAZ/YASMIN/OCELLA | <ul style="list-style-type: none"> 288 PRUDENTIAL TORT LITIGATION 289 REGLAN 290 POMPTON LAKES ENVIRONMENTAL LITIGATION 291 PELVIC MESH/GYNECARE 292 PELVIC MESH/BARD 293 DEPUY ASR HIP IMPLANT LITIGATION 295 ALLODERM REGENERATIVE TISSUE MATRIX 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS 297 MIRENA CONTRACEPTIVE DEVICE 601 ASBESTOS 623 PROPECIA |
|---|---|

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category ☒ Putative Class Action ☐ Title 59

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Martchela Popova Mladenov, Mladen Mladenov, Chan M. Mao, on behalf of those similarly situated,

(b) County of Residence of First Listed Plaintiff Burlington
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

Angelova Law Firm, LLC
10000 Lincoln Dr. East, Ste. 201
Marlton, NJ 08053 609-271-3573

DEFENDANTS

Wegmans Food Markets, Inc.

County of Residence of First Listed Defendant Monroe County, New York
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

Pepper Hamilton LLP
301 Carnegie Ctr., Ste. 400
Princeton, NJ 08543 609-951-4124

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor-Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity)
28 U.S.C. 1332 (Class Action Fairness Act)

Brief description of cause

Alleged violations of the New Jersey Consumer Fraud Act, NJSA 56:8-1 et seq.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
75,000.00

CHECK YES only if demanded in complaint
 JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE Meloni

DOCKET NUMBER L-4789-14

DATE
 01/20/2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MARTCHELA POPOVA MLADENOV,
MLADEN MLADENOV, CHAN M. MAO,
on behalf of themselves and those similarly
situated,

Plaintiffs,

v.

WEGMANS FOOD MARKETS, INC.,

Defendant.

(Electronically Filed)

CIVIL ACTION

Civil Action No. _____

CERTIFICATE OF SERVICE

I, Jaclyn K. Ruocco, hereby certify pursuant to 28 U.S.C. § 1746 that on January 20, 2015, I caused a copy of Wegmans Food Markets, Inc.'s Notice of Removal to be served upon the following via facsimile and Federal Express:

Aneliya M. Angelova
Angelova Law Firm, LLC
10000 Lincoln Drive East, Ste. 201
Marlton, New Jersey 08053

/s/ Jaclyn K. Ruocco
Jaclyn K. Ruocco
PEPPER HAMILTON LLP
(A Pennsylvania Limited Liability Partnership)
Suite 400
301 Carnegie Center
Princeton, New Jersey 08543-5276
(609) 452-0808

*Attorneys for Defendant
Wegmans Food Markets, Inc.*