

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

GLORIA HACKMAN, individually and on  
behalf of others similarly situated and the  
general public,

*Plaintiff,*

v.

ALDI Inc. d/b/a Reggano,

*Defendant.*

Civil Action No. 2016-cv-1264

DEFENDANT'S NOTICE OF REMOVAL

From the Superior Court of the District of  
Columbia, Civil Division

Case No. 2016 CA 002169 B

Filed Electronically

To: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR  
THE DISTRICT OF COLUMBIA

**PLEASE TAKE NOTICE** that on this date, defendant ALDI Inc. ("ALDI"), by and  
through its undersigned counsel, files this Notice of Removal pursuant to 28 U.S.C. §1446(a) in  
the office of the Clerk of the United States District Court for the District of Columbia, based  
upon the following grounds:

**PLEADINGS AND PROCEEDINGS TO DATE**

1. On March 23, 2016, plaintiff Gloria Hackman ("Plaintiff") filed a Complaint in  
the Superior Court of the District of Columbia captioned *GLORIA HACKMAN, individually and  
on behalf of others similarly situated and the general public, v. ALDI, Inc. d/b/a Reggano*,  
Superior Court of the District of Columbia, Case No. 2016 CA 002169 B. A true and correct  
copy of Plaintiff's Complaint, dated March 23, 2016, is annexed hereto as Exhibit A.

2. Service of the Complaint and the accompanying summons was waived by ALDI's  
counsel on May 24, 2016.

3. On June 14, 2016, the parties filed a Stipulation extending ALDI's time to move, answer or otherwise respond by fourteen days. A true and correct copy of the Stipulation, dated June 14, 2016 is annexed hereto as Exhibit B.

4. To date, no other documents have been filed with the Superior Court of the District of Columbia, Civil Division, other than the Complaint and the Stipulation extending the time within which ALDI may move, answer or otherwise respond to the Complaint.

**TIMELY REMOVAL OF STATE COURT COMPLAINT**

5. Removal of Plaintiff's Complaint is authorized by 28 U.S.C §§ 1441, 1446 and 1453(b).

6. Given the service date of May 24, 2016, this Notice of Removal is timely, in that it has been filed and served within 30 days of the initial receipt of Plaintiff's Summons and Complaint by ALDI. *See Murphy Bros., Inc. v. Mitchetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (defendant's period for removal will be no less than 30 days from service).

7. This lawsuit is a civil action and has not been tried.

**SUBJECT MATTER JURISDICTION**

8. This case is brought by Plaintiff as a class action. Specifically, Plaintiff seeks to represent: "All individuals and entities in the District of Columbia who purchased 'Reggano 100% Grated Parmesan Cheese.'" (*See* Exhibit A, Plaintiff's Complaint, at ¶31).

9. Because Plaintiff's Complaint alleges a class action as defined by 28 U.S.C. §1332(d)(1)(B), this Court has original jurisdiction under the Class Action Fairness Act of 2005 ("CAFA"), Pub. L. No. 109-2, 119 Stat. 4 (2005) (codified in various sections of Title 28 of the United States Code).

10. CAFA provides, in relevant part, that the United States District Courts have original jurisdiction over any class action, brought under state or federal law, in which (a) the number of members of all proposed plaintiff classes in the aggregate is at least 100; (b) any member of a class of plaintiffs is a citizen of a State different from any defendant; and (c) the aggregated claims of class members exceed the sum or value of \$5,000,000, exclusive of interest and costs. 28 U.S.C. §1332(d).

#### **NUMEROSITY OF CLASS MEMBERS**

11. Plaintiff alleges that:

[T]he Class is comprised of at least hundreds of purchasers of the Parmesan Cheese throughout the District of Columbia, making joinder impractical. Moreover, the Class is composed of an easily ascertainable, self-identifying set of individuals and entities who purchased Parmesan Cheese. The members of the Class are so numerous that joinder of all members is impracticable.

(See Exhibit A, Plaintiff's Complaint, at ¶32).

#### **CITIZENSHIP OF THE PARTIES**

12. Plaintiff asserts that she resides in the District of Columbia. (See Exhibit A, Plaintiff's Complaint, at ¶4). Therefore, ALDI alleges upon information and belief that, at all times relevant to this action and at the time of removal, Plaintiff was and continues to be a citizen of the District of Columbia.

13. Additionally, all class members are presumably citizens of the District of Columbia. (See Exhibit A, Plaintiff's Complaint, at ¶31).

14. As alleged in Plaintiff's Complaint, ALDI is an Illinois Corporation with its principal place of business in Batavia, Illinois. (See Exhibit A, Plaintiff's Complaint, at ¶5). Pursuant to Plaintiff's Complaint, at the time the Complaint was filed in the Superior Court of

the District of Columbia, Civil Division, ALDI was and continues to be a citizen of the State of Illinois.

15. Diversity is sufficiently established under CAFA where, as here, any single member of a class of plaintiffs is a citizen of a State different from any defendant. 28 U.S.C. §1332(d)(2)(A). Because, pursuant to Plaintiff's Complaint, Plaintiff is a citizen of the District of Columbia and ALDI is a citizen of the State of Illinois, the parties are diverse as required by CAFA.

#### **JURISDICTIONAL MINIMUM**

16. Upon information and belief, the aggregated claims of class members, as alleged in the Complaint, exceed the sum or value of \$5,000,000, exclusive of interest and costs.

17. Accordingly, ALDI has established that the amount in controversy requirement is satisfied.

#### **VENUE**

18. This action is currently pending in the Superior Court of the District of Columbia, Civil Division. Therefore, venue in this Court is proper pursuant to 28 U.S.C. §110 and 28 U.S.C. §1391(b)(2).

#### **NOTIFICATIONS**

19. As required by 28 U.S.C. §1446(d), ALDI will provide prompt written notice to Plaintiff, by counsel, of removal of this action to federal court.

20. As required by 28 U.S.C. 1446(d), ALDI will file a copy of this Notice of Removal with the Clerk of the Court of the Superior Court of the District of Columbia.

**WHEREFORE**, defendant ALDI Inc. hereby removes this action from the Superior Court of the District of Columbia to the United States District Court for the District of Columbia.

Dated: June 22, 2016

Respectfully submitted,

**FOX ROTHSCHILD LLP**

/s/ K. Edward Raleigh

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K. Edward Raleigh, Esquire  
D. D.C. Bar No. 1013444  
Nicholas Solosky, Esquire  
Admitted in Superior Court for D.C.  
1030 15th Street, NW  
Suite 380 East  
Washington, DC 20005  
Telephone: (202) 461-3100  
Facsimile: (202) 461-3102  
*keraleigh@foxrothschild.com*  
*nsolosky@foxrothschild.com*

*Attorneys for Defendant ALDI Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on this date I served a copy the foregoing Notice of Removal via

U.S. Mail as well as electronic mail on the following:

Nicholas Migliaccio  
Jason S. Rathod  
**Migliaccio & Rathod LLP**  
412 H St. NE, Suite 302  
Washington, DC 20002  
Phone: (202) 470-3520  
Fax: (202) 800-2730  
Email: jrathod@classlawdc.com

Dated: June 22, 2016

**FOX ROTHSCHILD LLP**

/s/ K. Edward Raleigh

K. Edward Raleigh, Esquire  
D. D.C. Bar No. 1013444  
Nicholas Solosky, Esquire  
Admitted in Superior Court for D.C.  
1030 15th Street, NW  
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Telephone: (202) 461-3100  
Facsimile: (202) 461-3102  
*keraleigh@foxrothschild.com*  
*nsolosky@foxrothschild.com*

*Attorneys for Defendant ALDI Inc.*

# Exhibit A



Superior Court of the District of Columbia  
CIVIL DIVISION  
500 Indiana Avenue, N.W., Suite 5000  
Washington, D.C. 20001 Telephone: (202) 879-1133

GLORIA HACKMAN, Individually and on Behalf of All  
Others Similarly Situated and the General Public

Plaintiff

vs.

Case Number 2016 CA 002169 B

ALDI, Inc. d/b/a Reggano

Defendant

**SUMMONS**

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Jason S. Rathod

Name of Plaintiff's Attorney

412 H St. NE, Suite 302

Address Washington DC 20002

202-470-3520

Telephone

如需翻译,请打电话 (202) 879-4828

Veillez appeler au (202) 879-4828 pour une traduction

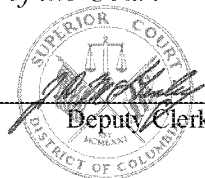
Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오

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Clerk of the Court

By



Date

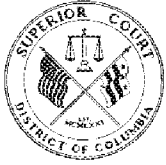
03/24/2016

**IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.**

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation  
Vea al dorso la traducción al español





TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA  
DIVISIÓN CIVIL

500 Indiana Avenue, N.W., Suite 5000  
Washington, D.C. 20001 Teléfono: (202) 879-1133

\_\_\_\_\_ Demandante  
contra

Número de Caso: \_\_\_\_\_

\_\_\_\_\_ Demandado

**CITATORIO**

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

*SECRETARIO DEL TRIBUNAL*

Nombre del abogado del Demandante \_\_\_\_\_

Por: \_\_\_\_\_  
Subsecretario

Dirección \_\_\_\_\_

Fecha \_\_\_\_\_

Teléfono \_\_\_\_\_

如需翻译,请打电话 (202) 879-4828      Veuillez appeler au (202) 879-4828 pour une traduction      Để có một bản dịch, hãy gọi (202) 879-4828  
번역을 원하시면, (202) 879-4828 로 전화하십시오      የአግርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

**IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS PARA PAGAR EL FALLO. SI USTED PRETENDE Oponerse a esta acción, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.**

Si desea conversar con un abogado y le parece que no puede afrontar el costo de uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse de otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés  
See reverse side for English original

# Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

GLORIA HACKMAN,  
 Individually and on Behalf of All Others  
~~Similarly Situated and the~~  
 General Public  
 vs

INFORMATION SHEET

Case Number: 2016 CA 002169 B

Date: 03/23/2016

ALDI, Inc. d/b/a Reggano

One of the defendants is being sued  
 in their official capacity.

Name: <i>(Please Print)</i> Jason S. Rathod	Relationship to Lawsuit
Firm Name: Migliaccio & Rathod LLP	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: 202-470-3520	<input type="checkbox"/> Self (Pro Se)
Six digit Unified Bar No.: 1000882	<input type="checkbox"/> Other: _____

TYPE OF CASE:  Non-Jury  6 Person Jury  12 Person Jury

Demand: \$ \_\_\_\_\_

Other: injunctive relief and monetary damages specified a  
believed to be in excess of the jurisdictional amount

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar#: \_\_\_\_\_

NATURE OF SUIT: <i>(Check One Box Only)</i>		
<b>A. CONTRACTS</b>	<b>COLLECTION CASES</b>	
<input type="checkbox"/> 01 Breach of Contract	<input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 16 Under \$25,000 Consent Denied
<input type="checkbox"/> 02 Breach of Warranty	<input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent	<input type="checkbox"/> 18 OVER \$25,000 Consent Denied
<input type="checkbox"/> 06 Negotiable Instrument	<input type="checkbox"/> 27 Insurance/Subrogation	<input type="checkbox"/> 26 Insurance/Subrogation
<input type="checkbox"/> 07 Personal Property	Over \$25,000 Pltf. Grants Consent	Over \$25,000 Consent Denied
<input type="checkbox"/> 13 Employment Discrimination	<input type="checkbox"/> 07 Insurance/Subrogation	<input type="checkbox"/> 34 Insurance/Subrogation
<input type="checkbox"/> 15 Special Education Fees	Under \$25,000 Pltf. Grants Consent	Under \$25,000 Consent Denied
	<input type="checkbox"/> 28 Motion to Confirm Arbitration	
	Award (Collection Cases Only)	
<b>B. PROPERTY TORTS</b>		
<input type="checkbox"/> 01 Automobile	<input type="checkbox"/> 03 Destruction of Private Property	<input type="checkbox"/> 05 Trespass
<input type="checkbox"/> 02 Conversion	<input type="checkbox"/> 04 Property Damage	
<input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a)		
<b>C. PERSONAL TORTS</b>		
<input type="checkbox"/> 01 Abuse of Process	<input type="checkbox"/> 10 Invasion of Privacy	<input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice)
<input type="checkbox"/> 02 Alienation of Affection	<input type="checkbox"/> 11 Libel and Slander	<input type="checkbox"/> 18 Wrongful Death (Not Malpractice)
<input type="checkbox"/> 03 Assault and Battery	<input type="checkbox"/> 12 Malicious Interference	<input type="checkbox"/> 19 Wrongful Eviction
<input type="checkbox"/> 04 Automobile- Personal Injury	<input type="checkbox"/> 13 Malicious Prosecution	<input type="checkbox"/> 20 Friendly Suit
<input type="checkbox"/> 05 Deceit (Misrepresentation)	<input type="checkbox"/> 14 Malpractice Legal	<input type="checkbox"/> 21 Asbestos
<input type="checkbox"/> 06 False Accusation	<input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death)	<input type="checkbox"/> 22 Toxic/Mass Torts
<input type="checkbox"/> 07 False Arrest	<input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice)	<input type="checkbox"/> 23 Tobacco
<input type="checkbox"/> 08 Fraud		<input type="checkbox"/> 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE IF USED

# Information Sheet, Continued

## C. OTHERS

- 01 Accounting
- 02 Att. Before Judgment
- 05 Ejectment
- 09 Special Writ/Warrants (DC Code § 11-941)
- 10 Traffic Adjudication
- 11 Writ of Replevin
- 12 Enforce Mechanics Lien
- 16 Declaratory Judgment
- 17 Merit Personnel Act (OEA) (D.C. Code Title 1, Chapter 6)
- 18 Product Liability
- 24 Application to Confirm, Modify, Vacate Arbitration Award (DC Code § 16-4401)
- 29 Merit Personnel Act (OHR)
- 31 Housing Code Regulations
- 32 Qui Tam
- 33 Whistleblower

## II.

- 03 Change of Name
- 06 Foreign Judgment/Domestic
- 08 Foreign Judgment/International
- 13 Correction of Birth Certificate
- 14 Correction of Marriage Certificate
- 15 Libel of Information
- 19 Enter Administrative Order as Judgment [ D.C. Code § 2-1802.03 (h) or 32-151 9 (a)]
- 20 Master Meter (D.C. Code § 42-3301, et seq.)
- 21 Petition for Subpoena [Rule 28-I (b)]
- 22 Release Mechanics Lien
- 23 Rule 27(a)(1) (Perpetuate Testimony)
- 24 Petition for Structured Settlement
- 25 Petition for Liquidation
- 26 Petition for Civil Asset Forfeiture (Vehicle)
- 27 Petition for Civil Asset Forfeiture (Currency)
- 28 Petition for Civil Asset Forfeiture (Other)

## D. REAL PROPERTY

- 09 Real Property-Real Estate
- 12 Specific Performance
- 04 Condemnation (Eminent Domain)
- 10 Mortgage Foreclosure/Judicial Sale
- 11 Petition for Civil Asset Forfeiture (RP)
- 08 Quiet Title
- 25 Liens: Tax / Water Consent Granted
- 30 Liens: Tax / Water Consent Denied
- 31 Tax Lien Bid Off Certificate Consent Granted

*Jason Rathod*

Attorney's Signature

03/23/2016

Date



arose in the District of Columbia.

### **PARTIES**

4. Plaintiff Gloria Hackman is an adult resident of the District of Columbia and a consumer and member of the general public.

5. Aldi is a corporation with its principal place of business in Batavia, Illinois. It operates more than 1,300 stores across the United States.

### **BACKGROUND**

6. Each of the preceding paragraphs is incorporated by reference herein.

7. Defendant develops, distributes, advertises and sells numerous products across the globe under its private label brands, including “Reggano.” According to its website, more than 90 percent of the products in ALDI’s stores are ALDI exclusive brands, which purportedly saves its customers up to 50 percent on commonly purchased grocery items. The emphasis on “extremely low pricing” of private label brands such as Reggano has turned ALDI into a “major force that is on the verge of changing the grocery retailing landscape.” *See* “ALDI Is a Growing Menace to America’s Grocery Retailers,” *Forbes*, April 14, 2015, available at <http://www.forbes.com/sites/thehartmangroup/2015/04/14/aldi-is-a-growing-menace-to-americas-grocery-retailers/#444272e93e6a>

8. Defendant has developed, distributed, advertised and sold the product at issue here – “Reggano 100% Grated Parmesan Cheese” (“Parmesan Cheese”) – at its retail locations nationwide, including at its retail locations in the District of Columbia.

9. These products are sold and purchased for personal use and consumption in the District of Columbia.

**THE SALE OF CELLULOSE-LADEN PARMESAN CHEESE  
AS A DECEPTIVE PRACTICE**

10. Each of the preceding paragraphs is incorporated by reference herein.

11. Packages and their labels should enable consumers to obtain accurate information as to the nature and quality of the contents and should facilitate value comparisons. When this information is misrepresented, it is deceptive and allows a person, manufacturer, or retailer to mislead consumers such as Gloria Hackman.

12. The container for ALDI's Parmesan Cheese contains a single, conspicuous marketing representation: "100% Grated Parmesan Cheese":



13. This representation leads reasonable consumers to believe that the product is, in fact, one hundred percent comprised of parmesan cheese and therefore does not contain substitutes or fillers.

14. Independent laboratory testing completed at the direction of Ms. Hackman revealed that ALDI's Parmesan Cheese contained 16.71 percent cellulose.

15. Cellulose is made from wood pulp and can be used as a filler in food products.

16. ALDI's use of 16.71 percent cellulose filler in its "100% Grated Parmesan" is a deceptive practice.

17. ALDI's sale of the Parmesan Cheese with cellulose is a deceptive practice as ALDI is using the cellulose as filler.

18. ALDI's sale of the Parmesan Cheese with filler is deceptive to consumers, including Ms. Hackman, because the front of the package conspicuously touts that it contains "100% Grated Parmesan Cheese."

19. ALDI's sale of the Parmesan Cheese with filler is deceptive to consumers, including Ms. Hackman, because there is no practical way for them to know, particularly prior to purchase, that the Parmesan Cheese contains such filler.

#### **PURCHASE**

20. Each of the preceding paragraphs is incorporated by reference herein.

21. On or about February 22, 2016 Plaintiff Gloria Hackman purchased ALDI's Parmesan Cheese at the ALDI store located at 901 17<sup>th</sup> St. NE, Washington DC 20002.

22. This product was sold in a container that contained a single, conspicuous marketing representation: "100% Grated Parmesan Cheese."

23. The package was sealed and unable to be opened, inspected and tested prior to

purchase.

24. Gloria Hackman purchased the product for testing and evaluation purposes on her behalf and for the general public.

25. Sale of the Parmesan Cheese is a deceptive and unlawful trade practice due to the presence of cellulose, which contradicts the labeling representation that the Parmesan Cheese is “100% Grated Parmesan Cheese.”

26. Upon information and belief, ALDI has sold a significant volume of the Parmesan Cheese in the District of Columbia.

27. ALDI has marketed, advertised, and sold the Parmesan Cheese directly and/or indirectly (through websites and ALDI stores) to the general public of the District of Columbia.

28. The packaging of the Parmesan Cheese is inherently deceptive as detailed herein and therefore contrary to the expectations imparted by Defendant through its representations and omissions to consumers, including Gloria Hackman.

29. Plaintiff acts for the benefit of the General Public as a Private Attorney General for claims in this action arising under the DCCPPA, which expressly authorizes an individual to act “on behalf of both the individual and the general public ... seeking relief from the use of a trade practice in violation of a law of the District when that trade practice involves consumer goods or services that the individual purchased....” D.C. Code § 28-3905(k)(1)(B).

### **CLASS ACTION ALLEGATIONS**

30. Plaintiff brings this class action pursuant to D.C. Super. Ct. R. Civ. P. 23 and case law there under on behalf of herself and all others similarly situated.

31. The Class is defined as: All individuals and entities in the District of Columbia who purchased “Reggano 100% Grated Parmesan Cheese.” Excluded from the Class and



Subclass are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) ALDI and its subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

32. *Numerosity*: the Class is comprised of at least hundreds of purchasers of the Parmesan Cheese throughout the District of Columbia, making joinder impractical. Moreover, the Class is composed of an easily ascertainable, self-identifying set of individuals and entities who purchased Parmesan Cheese. The members of the Class are so numerous that joinder of all members is impracticable. The precise number of Class members can only be ascertained through discovery, which includes Defendant's sales, testing, and complaint records. The disposition of their claims through a class action will benefit both the parties and this Court.

33. *Commonality*: The critical question of law and fact common to the Plaintiff Class that will materially advance the litigation is whether the Parmesan Cheese contains filler including cellulose, contrary to the expectations imparted by Defendant through its representations and omissions. Furthermore, other questions of law and fact common to the Class that exist as to all members of the Class and predominate over any questions affecting only individual members of the Class include the following:

- a. Whether Defendant knew or should have known of the presence of cellulose;
- b. Whether Defendant concealed from consumers and/or failed to disclose to consumers the presence of cellulose;
- c. Whether Defendant breached the express warranty given to Plaintiffs and the Class;
- d. Whether Defendant breached the implied warranty of merchantability;
- e. Whether Plaintiff and the Class are entitled to compensatory damages, including, among other things the failure of consideration in connection with and/or difference

in value arising out of the variance between the Parmesan Cheese as warranted and the Parmesan Cheese containing the cellulose;

- f. Whether Plaintiff and the Class are entitled to restitution and/or disgorgement;
- g. Whether the Class would have purchased their Parmesan Cheese, or whether they would have paid a lower price for them, had they known of the presence of cellulose in the Parmesan Cheese.

34. *Typicality*: Plaintiff's claims are typical of the claims of the members of the Class, as all such claims arise out of Defendant's conduct in developing, marketing, advertising, warranting, and selling the Parmesan Cheese and Defendant's conduct in concealing the cellulose in the Parmesan Cheese to purchasers.

35. *Adequate Representation*: Plaintiff will fairly and adequately protect the interests of the members of the Class and has no interests antagonistic to those of the Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions, including but not limited to consumer class actions involving, *inter alia*, product misrepresentation, breach of warranties and defective products.

36. *Predominance*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a Class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual Class members be required to bring separate actions, this Court would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all

parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

**UNLAWFUL AND DECEPTIVE TRADE PRACTICE – DC Code § 28-3905**  
**Count I**  
**(Brought Individually, on Behalf of the Class and on Behalf of the General Public of the District of Columbia)**

37. Each of the preceding paragraphs is incorporated by reference herein.

38. Plaintiff Gloria Hackman on behalf of herself as an individual, on behalf of all others similarly situated and on behalf of the general public files this action pursuant to D.C. Code § 28-3905(k).

39. ALDI's sale of the Parmesan Cheese with cellulose as filler, and in direct contradiction to its representation that the Parmesan Cheese is "100% Grated Parmesan Cheese," is an unlawful and deceptive trade practice pursuant to DC Code § 28-3904 in that Defendant:

- a. Misrepresents a material fact regarding the product's contents that tends to mislead by stating that the product is 100% Grated Parmesan Cheese;
- b. Fails to state a material fact regarding the product's contents that tends to mislead by omitting that the product contains cellulose;
- c. Uses innuendo or ambiguity as to a material fact regarding the product's contents, which has a tendency to mislead by stating that the product is 100% Grated Parmesan Cheese;
- d. Represents that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- e. Sells consumer goods in a condition or manner not consistent with that warranted by

operation of sections 28:2-312 through 318 of the District of Columbia Official Code, or by operation or requirement of federal law;

f. Otherwise misleads.

40. These material misrepresentations affect the general public's ability to comparison shop by materially misleading about the contents and quality of the Parmesan Cheese.

41. Defendant intentionally made these misrepresentations knowing that they had the tendency to mislead consumers, such as Gloria Hackman.

42. Sale of the Parmesan Cheese with cellulose, and in direct contradiction to the representation that it is 100% parmesan cheese, constitutes an unfair trade practice.

43. As a result of this unfair and deceptive trade practice, Gloria Hackman seeks actual damages, statutory damages, punitive damages, injunctive relief, and reasonable attorney's fees for herself and all others similarly situated.

**BREACH OF EXPRESS WARRANTY**  
**Count II**  
**(Brought Individually and on Behalf of the Class)**

44. Each of the preceding paragraphs is incorporated by reference herein.

45. ALDI expressly warranted that the Parmesan Cheese was 100% parmesan cheese.

46. ALDI also extended express warranting to consumers, including Plaintiff and the Class, by way of product descriptions and representations as to product qualities and characteristics made in sales literature at ALDI retail locations, on its website, and via advertisements, among other methods.

47. The Parmesan Cheese is not 100% parmesan cheese and contains cellulose as filler.

48. At the time that ALDI made express warranties to Plaintiff and the Class, ALDI knew that the Parmesan Cheese had cellulose used as filler. Nevertheless, ALDI continued to place the defective product on the market and failed and omitted to inform its customers, including Plaintiff and class members of its defective nature.

49. ALDI's failure to remedy the defective nature of the Parmesan Cheese constitutes a breach of express warranty.

50. The foregoing breaches of express warranty at issue were substantial factors in causing damages to Plaintiff and the Class.

51. If members of the Class had known the true facts about cellulose in the Parmesan Cheese, they would have considered that information material in their decisions to purchase the Parmesan Cheese.

52. Plaintiff and members of the Class are entitled to the full remedies provided under Article 2 of the Uniform Commercial Code as adopted by the District of Columbia as well as all other applicable remedies.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(Brought Individually and on Behalf of the Class)**

53. Each of the preceding paragraphs is incorporated by reference herein.

54. Defendant is a merchant who sold the Parmesan Cheese to Plaintiff and the Class for personal use.

55. The Parmesan Cheese bears a label with a promise and affirmation of fact that it is 100 percent parmesan cheese.

56. The Parmesan Cheese, however, contains cellulose as filler, breaching the implied warranty of merchantability.

57. The foregoing breach of the implied warranty at issue were substantial factors in causing damages to Plaintiff and the Class.

58. If members of the Class had known the true facts about cellulose in the Parmesan Cheese, they would have considered that information material in their decisions to purchase the Parmesan Cheese.

59. Plaintiff and members of the Class are entitled to the full remedies provided under Article 2 of the Uniform Commercial Code as adopted by the District of Columbia as well as all other applicable remedies.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Gloria Hackman, on behalf of herself, all others similarly situated and the general public of the District of Columbia, prays for a judgment against Defendant as follows:

A. Finding that this action satisfies the prerequisites for maintenance as a class action set forth in D.C. Super. Ct. R. Civ. P. 23(a), (b)(2) and/or (b)(3);

B. Designating Plaintiff as representative of the Class and her counsel as Class counsel;

C. Entering judgment in favor of Plaintiff, the Class and the general public of the District of Columbia and against Defendant for all compensatory, individual and class damages;

D. Granting Plaintiff, the Class and the general public of the District of Columbia treble damages or statutory damages, whichever is greater;

E. Granting Plaintiff its costs of prosecuting this action, including attorneys' fees, experts' fees and costs together with interest; and

F. Granting an injunction against ALDI that it be barred from producing, manufacturing, packaging and/or selling its Parmesan Cheese with cellulose in the District of Columbia; and

H. Granting such further relief as the Court deems just.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: March 23, 2016

Respectfully submitted,

MIGLIACCIO & RATHOD LLP

*Jason S. Rathod*

Nicholas A. Migliaccio, Esq.,

(Bar No. 484366)

Jason S. Rathod

(Bar No. 1000882)

412 H St NE, Suite 302

Washington, DC 20002

Tel: (202) 470-3520

Fax: (202) 800-2730

[nmigliaccio@classlawdc.com](mailto:nmigliaccio@classlawdc.com)

[jrathod@classlawdc.com](mailto:jrathod@classlawdc.com)

NIDEL LAW, P.L.L.C.

Christopher T. Nidel, Esq.,

(Bar No. 497059)

1615 New Hampshire Ave, NW

Washington, DC 20009

Tel: 202-558-2030 (Tel.)

[chris@nidellaw.com](mailto:chris@nidellaw.com)



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

GLORIA HACKMAN

Vs.

ALDI INC.

C.A. No. 2016 CA 002169 B

**INITIAL ORDER AND ADDENDUM**

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“SCR Civ”) 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Lee F. Satterfield

Case Assigned to: Judge STEVEN M WELLNER

Date: March 24, 2016

Initial Conference: 9:30 am, Friday, July 01, 2016

Location: Courtroom B-52

510 4th Street, NW



**ADDENDUM TO INITIAL ORDER AFFECTING  
ALL MEDICAL MALPRACTICE CASES**

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation). One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to [earlymedmal@dcsc.gov](mailto:earlymedmal@dcsc.gov). *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at [www.dccourts.gov/medmalmediation/mediatorprofiles](http://www.dccourts.gov/medmalmediation/mediatorprofiles). All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation).

Chief Judge Lee F. Satterfield

# Exhibit B

**SUPERIOR COURT FOR  
THE DISTRICT OF COLUMBIA  
Civil Division**

GLORIA HACKMAN, Individually and on  
Behalf of All Others Similarly Situated and the  
General Public of the District of Columbia,

*Plaintiff,*

vs.

ALDI, Inc. d/b/a Reggano

*Defendants.*

Case No. 2016 CA 002169 B

Judge: Steven M. Wellner

Filed Electronically

**STIPULATION**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the parties, that the time within which defendant, ALDI Inc., (“Defendant”) may move, answer or otherwise respond to the Complaint is hereby extended by fourteen (14) days from June 13, 2016 to June 27, 2016.

No provision of this Stipulation and Order shall be construed as a waiver of, and Defendant expressly reserves, any and all defenses.

No prior extensions have been sought. This extension shall not change any other dates contained in the preliminary order.

**MIGLIACCIO & RATHOD LLP**

**FOX ROTHSCHILD LLP**

By: /s/ Jason S. Rathod  
Jason S. Rathod  
Bar No. 1000882  
412 H St. NE, Suite 302  
Washington, DC 20002  
Phone: (202) 470-3520  
Fax: 202-800-2730  
Email: jrathod@classlawdc.com  
*Counsel for Plaintiff*

By: /s/ Nicholas Solosky  
Nicholas Solosky  
Bar No. 1012916  
1030 15th Street, NW, Suite 380 East  
Washington, DC 20005  
Phone: (202) 696-1460  
Fax: (202) 461-3102  
nsolosky@foxrothschild.com  
*Counsel for Defendant*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Stipulation has been delivered via the D.C. Superior Court eFiling System as well as electronic mail to the below-referenced counsel of record this 14th day of June, 2016.

Nicholas Migliaccio  
Jason S. Rathod  
Migliaccio & Rathod LLP  
Bar No. 1000882  
412 H St. NE, Suite 302  
Washington, DC 20002  
Phone: (202) 470-3520  
Fax: 202-800-2730  
Email: jrathod@classlawdc.com  
Counsel for Plaintiff

Respectfully submitted,

/s/ Nicholas Solosky  
Nicholas Solosky  
Bar No. 1012916

**FOX ROTHSCHILD LLP**  
1030 15th Street, NW  
Suite 380 East  
Washington, DC 20005  
Phone: (202) 696-1460  
Fax: (202) 461-3102  
nsolosky@foxrothschild.com

*Counsel for Defendant*

**CIVIL COVER SHEET**

JS-44 (Rev. 3/16 DC)

<b>I. (a) PLAINTIFFS</b>   (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____ (EXCEPT IN U.S. PLAINTIFF CASES)	<b>DEFENDANTS</b>   COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)	ATTORNEYS (IF KNOWN)

<b>II. BASIS OF JURISDICTION</b> (PLACE AN x IN ONE BOX ONLY)  <input type="radio"/> 1 U.S. Government Plaintiff <input type="radio"/> 2 U.S. Government Defendant <input type="radio"/> 3 Federal Question (U.S. Government Not a Party) <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) <b>FOR DIVERSITY CASES ONLY!</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6
	PTF	DFT		PTF	DFT																				
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Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input type="radio"/> 6																				

**IV. CASE ASSIGNMENT AND NATURE OF SUIT**

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> <b>A. Antitrust</b>  410 Antitrust	<input type="radio"/> <b>B. Personal Injury/Malpractice</b>  310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Medical Malpractice 365 Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Product Liability	<input type="radio"/> <b>C. Administrative Agency Review</b>  151 Medicare Act  <u>Social Security</u> 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))  <u>Other Statutes</u> 891 Agricultural Acts 893 Environmental Matters 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> <b>D. Temporary Restraining Order/Preliminary Injunction</b>  Any nature of suit from any category may be selected for this category of case assignment.  *(If Antitrust, then A governs)*
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<input type="radio"/> <b>E. General Civil (Other)</b>		<b>OR</b>	<input type="radio"/> <b>F. Pro Se General Civil</b>	
<u>Real Property</u> 210 Land Condemnation 220 Foreclosure 230 Rent, Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property  <u>Personal Property</u> 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	<u>Bankruptcy</u> 422 Appeal 27 USC 158 423 Withdrawal 28 USC 157  <u>Prisoner Petitions</u> 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Conditions 560 Civil Detainee – Conditions of Confinement  <u>Property Rights</u> 820 Copyrights 830 Patent 840 Trademark  <u>Federal Tax Suits</u> 870 Taxes (US plaintiff or defendant) 871 IRS-Third Party 26 USC 7609	<u>Forfeiture/Penalty</u> 625 Drug Related Seizure of Property 21 USC 881 690 Other  <u>Other Statutes</u> 375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 430 Banks & Banking 450 Commerce/ICC Rates/etc. 460 Deportation 462 Naturalization Application 465 Other Immigration Actions	470 Racketeer Influenced & Corrupt Organization 480 Consumer Credit 490 Cable/Satellite TV 850 Securities/Commodities/Exchange 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes 890 Other Statutory Actions (if not administrative agency review or Privacy Act)	

<input type="radio"/> <b>G. Habeas Corpus/ 2255</b>  530 Habeas Corpus – General 510 Motion/Vacate Sentence 463 Habeas Corpus – Alien Detainee	<input type="radio"/> <b>H. Employment Discrimination</b>  442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation)  *(If pro se, select this deck)*	<input type="radio"/> <b>I. FOIA/Privacy Act</b>  895 Freedom of Information Act 890 Other Statutory Actions (if Privacy Act)  *(If pro se, select this deck)*	<input type="radio"/> <b>J. Student Loan</b>  152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> <b>K. Labor/ERISA (non-employment)</b>  710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Labor Railway Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act	<input type="radio"/> <b>L. Other Civil Rights (non-employment)</b>  441 Voting (if not Voting Rights Act) 443 Housing/Accommodations 440 Other Civil Rights 445 Americans w/Disabilities – Employment 446 Americans w/Disabilities – Other 448 Education	<input type="radio"/> <b>M. Contract</b>  110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 153 Recovery of Overpayment of Veteran’s Benefits 160 Stockholder’s Suits 190 Other Contracts 195 Contract Product Liability 196 Franchise	<input type="radio"/> <b>N. Three-Judge Court</b>  441 Civil Rights – Voting (if Voting Rights Act)

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

**VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)**

<b>VII. REQUESTED IN COMPLAINT</b>	<input checked="" type="checkbox"/>	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	<b>DEMAND \$</b>		Check YES only if demanded in complaint <b>YES      NO</b>
<b>VIII. RELATED CASE(S) IF ANY</b>		(See instruction)	<b>YES      NO</b>		If yes, please complete related case form

<b>DATE:</b> _____	<b>SIGNATURE OF ATTORNEY OF RECORD</b> _____
--------------------	--

**INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44**  
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk’s Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.