

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

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

Plaintiffs,

v.

AHOLD USA, Inc. d/b/a Giant Landover,
Giant Carlisle, Stop & Shop New England,
Stop & Shop New York Metro, and Peapod

Defendant.

Civil Action No. 16-1415

DEFENDANT’S NOTICE OF REMOVAL

From the Superior Court of the District of
Columbia, Civil Division
Case No. 2016 CA 002557 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 Ahold USA Inc. (“Ahold”), 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 June 6, 2016, plaintiffs Shawn Gain and Gloria Hackman (“Plaintiffs”) filed a Complaint in the Superior Court of the District of Columbia captioned *SHAWN JAIN and GLORIA HACKMAN, individually and on behalf of others similarly situated and the general public, v. AHOLD USA, Inc. d/b/a Giant Landover, Giant Carlisle, Stop & Shop New England, Stop & Shop New York Metro, and Peapod*, Superior Court of the District of Columbia, Case No. 2016 CA 002557 B. A true and correct copy of Plaintiffs’ Complaint, dated June 6, 2016, is annexed hereto as Exhibit A.

2. Service of the Complaint and the accompanying summons was waived by Ahold's counsel on June 7, 2016. A true and correct copy of the acknowledgement of service, dated June 7, 2016, is annexed hereto as Exhibit B.

3. On June 27, 2016, the parties filed a joint Stipulation extending time to move, answer, or otherwise respond to the Complaint to July 1, 2016. A true and correct copy of the Stipulation, dated June 27, 2016, is annexed hereto as Exhibit C.

4. On June 30, 2016, Plaintiffs filed an Amended Complaint in the Superior Court of the District of Columbia. A true and correct copy of Plaintiffs' Amended Complaint, dated June 30, 2016, is annexed hereto as Exhibit D.

5. Electronic service of the Complaint and the accompanying summons was made upon Ahold's counsel on June 30, 2016.

6. To date, no other documents have been filed with the Superior Court of the District of Columbia, Civil Division, other than the Complaint.

TIMELY REMOVAL OF STATE COURT COMPLAINT

7. Removal of Plaintiffs' Amended Complaint is authorized by 28 U.S.C §§ 1441, 1446 and 1453(b).

8. Given the original service date of June 7, 2016, this Notice of Removal is timely, in that it has been filed and served within 30 days of the initial receipt of Plaintiffs' Summons and Complaint by Ahold. *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).

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

SUBJECT MATTER JURISDICTION

10. Although this case was originally brought by Plaintiffs as a class action, Plaintiffs have now specifically disclaimed “asserting any class action or mass action claims as defined by the Class Action Fairness Act, 28 U.S.C.S. § 1332(d), *et seq.*” (“CAFA”) (*See* Exhibit B, Plaintiffs’ Amended Complaint, at ¶ 4). Accordingly, the removal provisions of the CAFA do not apply.

11. This Court would have original diversity jurisdiction over Plaintiffs’ claims under 28 U.S.C. §1332(a).

CITIZENSHIP OF THE PARTIES

12. Plaintiffs assert that they both reside in the District of Columbia. (*See* Exhibit A, Plaintiffs’ Amended Complaint, at ¶¶ 5 and 6). Therefore, Ahold alleges upon information and belief that, at all times relevant to this action and at the time of removal, Plaintiffs were and continue to be a citizen of the District of Columbia.

13. Ahold is an entity formed under the laws of Maryland

14. Ahold has its principal place of business in Pennsylvania and Massachusetts.

15. Because, pursuant to Plaintiffs’ Amended Complaint, Plaintiffs are citizens of the District of Columbia and Ahold is a citizen of Maryland, Pennsylvania and Massachusetts, the parties are diverse as required by 28 U.S.C. §1332 (a).

JURISDICTIONAL MINIMUM

16. Upon information and belief, the claims by Plaintiffs for actual and punitive damages plus injunctive relief plus attorney’s fees, as alleged in the Amended Complaint, exceed the sum or value of \$75,000, exclusive of interest and costs.

17. Accordingly, Ahold 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. Both Plaintiffs reside in this District.

19. Therefore, venue in this Court is proper pursuant to 28 U.S.C. §110 and 28 U.S.C. §1391(b)(2).

NOTIFICATIONS

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

21. As required by 28 U.S.C. 1446(d), Ahold 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 Ahold USA 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: July 7, 2016

Respectfully submitted,

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, Suite 380 East
Washington, DC 20005
Telephone: (202) 461-3100
Facsimile: (202) 461-3102
keraleigh@foxrothschild.com
nsolosky@foxrothschild.com

Attorneys for Defendant Ahold USA Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this date I served a copy the foregoing Notice of Removal via 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: July 7, 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
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.

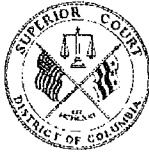
Exhibit A

Filed

D.C. Superior Court

04/07/2016 12:20PM

Clerk of the Court



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

SHAWN JAIN, GLORIA HACKMAN, ET. AL.

Plaintiff

vs.

Case Number 2016 CA 002557 B

AHOLD USA, INC.

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

202-509-5951

Telephone

Clerk of the Court

By



Date

04/07/2016

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 አግግጥነት (202) 879-4828 ይደውሉ

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: _____

Dirección _____

Subsecretario

Fecha _____

Teléfono _____

如需翻译, 请打电话 (202) 879-4828

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

Độc có một bài 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

INFORMATION SHEET

SHAWN JAIN, GLORIA HACKMAN, et al.

Case Number: **2016 CA 002557 B**

vs

Date: **4/6/2016**

AHOLD USA, Inc.

☐ 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.:	Six digit Unified Bar No.:	<input type="checkbox"/> Self (Pro Se)
202-509-5951	1000882	<input type="checkbox"/> Other: _____

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

Demand: \$ _____

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

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____

Judge: _____

Calendar #: _____

Case No.: _____

Judge: _____

Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)***A. CONTRACTS****COLLECTION CASES**

- ☐ 01 Breach of Contract
☐ 02 Breach of Warranty
☐ 06 Negotiable Instrument
☐ 07 Personal Property
☐ 13 Employment Discrimination
☐ 15 Special Education Fees

- ☐ 14 Under \$25,000 Pltf. Grants Consent
☐ 17 OVER \$25,000 Pltf. Grants Consent
☐ 27 Insurance/Subrogation
☐ 07 Insurance/Subrogation
☐ 28 Motion to Confirm Arbitration
 Award (Collection Cases Only)

- ☐ 16 Under \$25,000 Consent Denied
☐ 18 OVER \$25,000 Consent Denied
☐ 26 Insurance/Subrogation
☐ 34 Insurance/Subrogation
 Under \$25,000 Consent Denied

B. PROPERTY TORTS

- ☐ 01 Automobile
☐ 02 Conversion
☐ 07 Shoplifting, D.C. Code § 27-102 (a)

- ☐ 03 Destruction of Private Property
☐ 04 Property Damage

- ☐ 05 Trespass

C. PERSONAL TORTS

- ☐ 01 Abuse of Process
☐ 02 Alienation of Affection
☐ 03 Assault and Battery
☐ 04 Automobile- Personal Injury
☒ 05 Deceit (Misrepresentation)
☐ 06 False Accusation
☐ 07 False Arrest
☐ 08 Fraud

- ☐ 10 Invasion of Privacy
☐ 11 Libel and Slander
☐ 12 Malicious Interference
☐ 13 Malicious Prosecution
☐ 14 Malpractice Legal
☐ 15 Malpractice Medical (Including Wrongful Death)
☐ 16 Negligence- (Not Automobile,
Not Malpractice)

- ☐ 17 Personal Injury- (Not Automobile,
Not Malpractice)
☐ 18 Wrongful Death (Not Malpractice)
☐ 19 Wrongful Eviction
☐ 20 Friendly Suit
☐ 21 Asbestos
☐ 22 Toxic/Mass Torts
☐ 23 Tobacco
☐ 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE

IF USED

Information Sheet, Continued

C. OTHERS

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

II.

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

D. REAL PROPERTY

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

Jason Rathod

Attorney's Signature

04/06/2016

Date

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

SHAWN JAIN
*Individually and on Behalf of All
Others Similarly Situated and the
General Public of the District of
Columbia*
930 M St. NW Apt. 237
Washington, DC 20001

Plaintiff,

GLORIA HACKMAN
*Individually and on Behalf of All
Others Similarly Situated and the
General Public of the District of
Columbia*
27 O St., NW, Apt 212
Washington, DC 20001

Plaintiff,

v.

AHOLD USA, Inc., d/b/a Giant Landover,
Giant Carlisle, Stop & Shop New England,
Stop & Shop New York Metro, and Peapod
1385 Hancock Street,
Quincy, MA 02169

Defendant.

Case No.: 2016 CA 002557 B

Judge:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

PRIVATE ATTORNEY GENERAL AND CLASS ACTION COMPLAINT

COMES NOW Plaintiffs Shawn Jain and Gloria Hackman, on behalf of themselves, all other persons similarly situated and the general public of the District of Columbia ("Plaintiffs"), by and through undersigned counsel, and pursuant to DC Code §28-3905 makes this Complaint against Defendant Ahold USA, Inc. d/b/a Giant Landover, Giant Carlisle, Stop & Shop New

England, Stop & Shop New York Metro, and Peapod (“Ahold” or “Defendant”). In support of this Complaint, Plaintiffs state the following:

JURISDICTION

1. Exclusive subject matter jurisdiction of the Court is invoked pursuant to D.C. Code §28-3905(k)(2), and by virtue of the fact that all acts and omissions complained of occurred in the District of Columbia.

2. This Court has personal jurisdiction over each Defendant pursuant to D.C. Code § 13-423(a) and § 13-422.

3. Venue lies in the Superior Court of the District of Columbia as the cause of action arose in the District of Columbia.

PARTIES

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

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

6. Ahold USA, Inc. is a corporation organized under the laws of the State of Maryland with its principal office at 1385 Hancock Street, Quincy, MA 02169.

7. Ahold USA is the wholly-owned American subsidiary of Netherlands-based Royal Ahold, a grocery retailer with operations in Europe and the United States. It operates approximately 800 stores across the United States under the “brands” Giant Landover (169 stores), Giant Carlisle (196 stores), Stop & Shop New England (218 stores), and Stop & Shop New York Metro (205 stores), as well as Peapod, an online grocery service that works in partnership with Stop & Shop, Giant Landover and Giant Carlisle.

BACKGROUND

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

9. Defendant develops, distributes, advertises and sells numerous products across the United States under its private label brands. In a 2014 interview, Ahold's Chief Operating Officer said: "As a team we decided in February-March last year that this is the moment we can actually become truly famous for our own brand. ... Our private label obviously has advantages in terms of making [better] margins." *See* "Ahold's Big Play," Supermarket News, Aug. 25-Sept. 7, 2014, available at <http://cdn.peapod.com/site/49/0/0/0/f2cfac22-5151-4703-a8ce-298dbd246046.pdf> (last accessed April 4, 2016). The private label brands are sold across Ahold's stores.

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

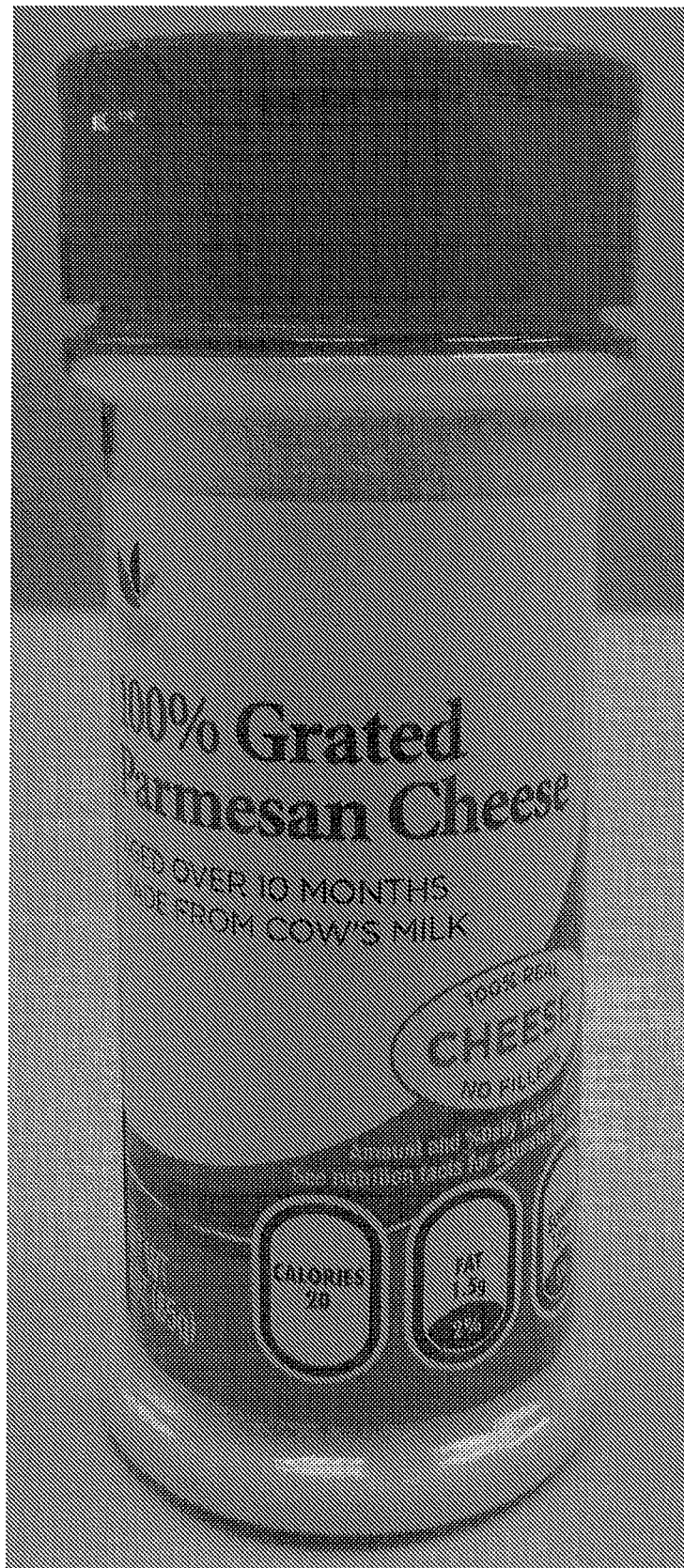
11. These products are sold and purchased for personal use and consumption in the District of Columbia.

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

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

13. 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 Shawn Jain and Gloria Hackman.

14. The container for Ahold's Parmesan Cheese contains two conspicuous marketing representations: "100% Grated Parmesan Cheese" and "100% REAL CHEESE NO FILLERS";



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

16. Independent laboratory testing completed at the direction of Ms. Hackman revealed that the Parmesan Cheese contained 10.20 percent cellulose.

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

18. Ahold's use of 10.20 percent cellulose filler in its "100% Grated Parmesan" that is "100% REAL CHEESE NO FILLERS" is a deceptive practice.

19. Testing of other companies' grated parmesan cheese showed very low cellulose levels and also displayed no issues with caking. Safeway's "Signature Kitchens" brand had cellulose levels of 0.31 percent and Target's "Market Pantry" brand had cellulose levels of 0.30 percent.

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

21. Ahold's sale of the Parmesan Cheese with filler is deceptive to consumers, including Ms. Hackman and Mr. Jain, because the front of the package conspicuously touts that it contains "100% Grated Parmesan Cheese" and that it is that is "100% REAL CHEESE NO FILLERS."

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

PURCHASES

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

24. On or about February 22, 2016 Plaintiff Gloria Hackman purchased Ahold's

Parmesan Cheese at the Giant Landover store located at 360 H St. NE, Washington DC 20002.

25. This product was sold in a container that contained two conspicuous marketing representations: “100% Grated Parmesan Cheese” and “100% REAL CHEESE NO FILLERS.”

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

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

28. On or about March 31, 2016, Plaintiff Shawn Jain purchased Ahold’s Parmesan Cheese at the Giant Landover store located at 800 P St NW, Washington DC 20001.

29. This product was sold in a container that contained two conspicuous marketing representations: “100% Grated Parmesan Cheese” and “100% REAL CHEESE NO FILLERS.”

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

31. Mr. Jain purchased the product for testing and evaluation purposes on his behalf and for the general public. He has directed that the Parmesan Cheese be tested.

32. 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” and that it is “100% REAL CHEESE NO FILLERS.”

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

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

35. 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 Shawn Jain and Gloria Hackman.

36. Plaintiffs act 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

37. Plaintiffs bring this class action pursuant to D.C. Super. Ct. R. Civ. P. 23 and case law there under on behalf of themselves and all others similarly situated.

38. The Class is defined as: All individuals and entities in the District of Columbia who purchased Ahold’s “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) Ahold and its subsidiaries and affiliates; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

39. *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.

40. *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 Plaintiffs 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 Plaintiffs 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.

41. **Typicality:** Plaintiffs' 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.

42. **Adequate Representation:** Plaintiffs will fairly and adequately protect the interests

of the members of the Class and has no interests antagonistic to those of the Class. Plaintiffs have 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.

43. *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)

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

45. Plaintiffs Shawn Jain and Gloria Hackman on behalf of themselves as individuals, on behalf of all others similarly situated and on behalf of the general public file this action pursuant to D.C. Code § 28-3905(k).

46. Ahold'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"

and “100% REAL CHEESE NO FILLERS” 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 with no fillers;
- 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 with no fillers;
- 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.

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

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

49. 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.

50. As a result of this unfair and deceptive trade practice, Shawn Jain and Gloria Hackman seek 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)

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

52. Ahold expressly warranted that the Parmesan Cheese was 100% parmesan cheese with no fillers.

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

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

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

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

57. The foregoing breaches of express warranty at issue were substantial factors in causing damages to Plaintiffs 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. Plaintiffs 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)

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

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

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

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

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

65. 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.

66. Plaintiffs 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, Plaintiffs, Shawn Jain and Gloria Hackman, on behalf of themselves, all others similarly situated and the general public of the District of Columbia, pray 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 Plaintiffs as representatives of the Class and their counsel as Class counsel;

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

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

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

F. Granting an injunction against Ahold 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

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

Dated: April 6, 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

jrathod@classlawdc.com

NIDEL LAW, P.L.L.C.

Christopher T. Nidel, Esq.,

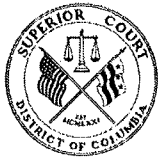
(Bar No. 497059)

1615 New Hampshire Ave, NW

Washington, DC 20009

Tel: 202-558-2030 (Tel.)

chris@nidellaw.com



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

SHAWN JAIN et al
Vs.
AHOLD USA INC.

C.A. No. 2016 CA 002557 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 ROBERT R RIGSBY

Date: April 7, 2016

Initial Conference: 10:00 am, Friday, July 08, 2016

Location: Courtroom 200

500 Indiana Avenue N.W.

**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. 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. *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. 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.

Chief Judge Lee F. Satterfield

Exhibit B

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division

SHAWN JAIN

*Individually and on Behalf of All
Others Similarly Situated and the
General Public of the District of
Columbia*

930 M St. NW Apt. 237
Washington, DC 20001

Plaintiff,

Case No.: 2016 CA 002557 B

Judge: Hon. Robert B. Rigsby

GLORIA HACKMAN

*Individually and on Behalf of All
Others Similarly Situated and the
General Public of the District of
Columbia*

27 O St., NW, Apt 212
Washington, DC 20001

Plaintiff,

v.

AHOLD USA, Inc., d/b/a Giant Landover,
Giant Carlisle, Stop & Shop New England,
Stop & Shop New York Metro, and Peapod
1385 Hancock Street,
Quincy, MA 02169

Defendant.

ACKNOWLEDGEMENT OF WAIVER OF THE SERVICE OF SUMMONS

I have received the summons, complaint and initial order in the above-captioned case.

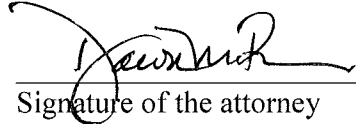
I, or the entity I represent, agree to save the expense of serving the summons, complaint, and initial order in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under SCR Civ 12 within 20 days from June 7, 2016, the date when this request was sent. If I fail to do so, a default and judgment will be entered against me or the entity I represent unless the time to respond has been extended as provided in SCR Civ 55(a).

Date: June 7, 2016

Printed name of party
waiving service of summons


Signature of the attorney

Dawn Perry
Printed name

1385 Hancock Street, Quincy MA 02169
Address

Address (line two)

dperry@barnoldusa.com
Email address

617-680-1726
Phone number

Exhibit C

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

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

Plaintiffs,

v.

AHOLD USA, INC., d/b/a Giant Landover,
Giant Carlisle, Stop & Shop New England,
Stop & Shop New York Metro, and Peapod,

Defendant.

Case No. 2016 CA 002557 B

Judge: Robert B. Rigsby

Filed Electronically

STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the parties, that the time within which defendant, AHOLD USA, Inc., ("Defendant") may move, answer or otherwise respond to the Complaint is hereby extended by four (4) days from June 27, 2016 to July 1, 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

By: /s/ Nicholas Solosky
Nicholas Solosky
Bar No. 1012916
1030 15th Street, NW, Suite 380 East
Washington, DC 20005

Phone: (202) 470-3520
Fax: 202-800-2730
Email: jrathod@classlawdc.com
Counsel for Plaintiff

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 27th 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

EXHIBIT D

Filed
D.C. Superior Court
06/30/2016 19:11PM
Clerk of the Court

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
Civil Division

SHAWN JAIN	:	
<i>Individually and on Behalf of All</i>	:	Case No.: 2016 CA 002557 B
<i>Others Similarly Situated and the</i>	:	Judge: Hon. Robert B. Rigsby
<i>General Public of the District of</i>	:	
<i>Columbia</i>	:	
930 M St. NW Apt. 237	:	
Washington, DC 20001	:	
	:	
Plaintiff,	:	
	:	
GLORIA HACKMAN	:	
<i>Individually and on Behalf of All</i>	:	
<i>Others Similarly Situated and the</i>	:	
<i>General Public of the District of</i>	:	
<i>Columbia</i>	:	
27 O St., NW, Apt 212	:	
Washington, DC 20001	:	
	:	
Plaintiff,	:	
	:	
	:	
	:	
	:	
v.	:	
	:	
AHOLD USA, Inc., d/b/a Giant Landover,	:	
Giant Carlisle, Stop & Shop New England,	:	
Stop & Shop New York Metro, and Peapod	:	
1385 Hancock Street,	:	JURY TRIAL DEMANDED
Quincy, MA 02169	:	
	:	
Defendant.	:	

AMENDED PRIVATE ATTORNEY GENERAL COMPLAINT

COMES NOW Plaintiffs Shawn Jain and Gloria Hackman, individually and on behalf of the general public as detailed herein, by and through undersigned counsel, and pursuant to DC Code §28-3905 makes this Complaint against Defendant Defendant Ahold USA, Inc. d/b/a Giant

Landover, Giant Carlisle, Stop & Shop New England, Stop & Shop New York Metro, and Peapod (“Ahold” or “Defendant”). In support of this Complaint, Plaintiffs state the following:

JURISDICTION

1. Exclusive subject matter jurisdiction of the Court is invoked pursuant to D.C. Code §28-3905(k)(2), and by virtue of the fact that all acts and omissions complained of occurred in the District of Columbia.

2. This Court has personal jurisdiction over each Defendant pursuant to D.C. Code § 13-423(a) and § 13-422.

3. Venue lies in the Superior Court of the District of Columbia as the cause of action arose in the District of Columbia.

4. Plaintiffs, as the masters of their own complaint, expressly disclaim asserting any class action or mass action claims as defined by the Class Action Fairness Act, 28 USCS § 1332(d) *et seq.*

PARTIES

5. Plaintiff Shawn Jain is an adult resident of the District of Columbia and a consumer.

6. Plaintiff Gloria Hackman is an adult resident of the District of Columbia and a consumer.

7. Ahold USA, Inc. is a corporation organized under the laws of the State of Maryland with its principal office at 1385 Hancock Street, Quincy, MA 02169.

8. Ahold USA is the wholly-owned American subsidiary of Netherlands-based Royal Ahold, a grocery retailer with operations in Europe and the United States. It operates approximately 800 stores across the United States under the “brands” Giant Landover (169 stores), Giant Carlisle (196 stores), Stop & Shop New England (218 stores), and Stop & Shop New York

Metro (205 stores), as well as Peapod, an online grocery service that works in partnership with Stop & Shop, Giant Landover and Giant Carlisle.

BACKGROUND

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

10. Defendant develops, distributes, advertises and sells numerous products across the United States under its private label brands. In a 2014 interview, Ahold's Chief Operating Officer said: "As a team we decided in February-March last year that this is the moment we can actually become truly famous for our own brand. ... Our private label obviously has advantages in terms of making [better] margins." See "Ahold's Big Play," Supermarket News, Aug. 25-Sept. 7, 2014, available at <http://cdn.peapod.com/site/49/0/0/0/f2cfae22-5151-4703-a8ce-298dbd246046.pdf> (last accessed April 4, 2016). The private label brands are sold across Ahold's stores.

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

12. 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

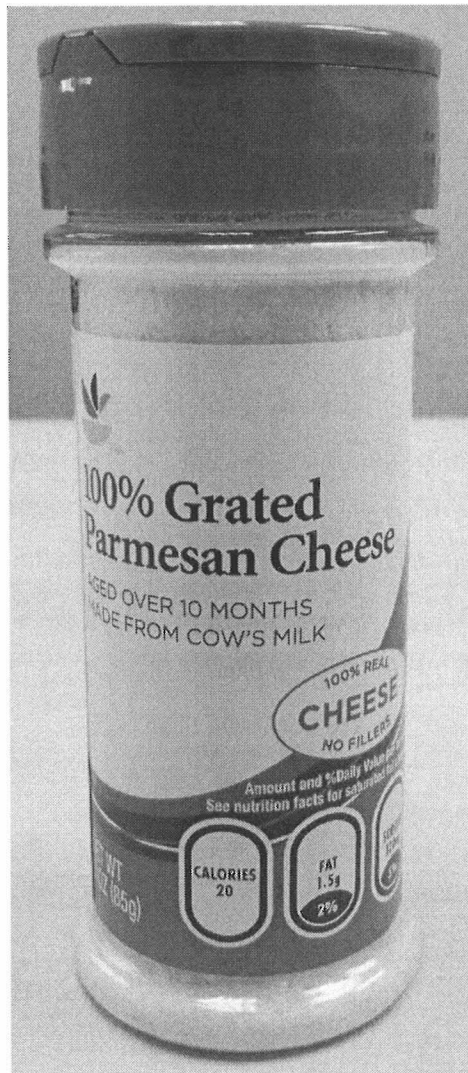
13. Each of the preceding paragraphs is incorporated by reference herein.

14. 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 Shawn Jain and Gloria Hackman.

15. The container for Ahold's Parmesan Cheese contains two conspicuous

marketing representations: “100% Grated Parmesan Cheese” and “100% REAL CHEESE NO FILLERS”:

16. This representation leads reasonable consumers to believe that the product is, in



fact, one hundred percent comprised of parmesan cheese and does not contain substitutes or fillers.

17. Independent laboratory testing completed at the direction of Ms. Hackman revealed that the Parmesan Cheese contained 10.20 percent cellulose.

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

19. Ahold's use of 10.20 percent cellulose filler in its "100% Grated Parmesan" that is "100% REAL CHEESE NO FILLERS" is a deceptive practice.

20. Testing of other companies' grated parmesan cheese showed very low cellulose levels and also displayed no issues with caking. Safeway's "Signature Kitchens" brand had cellulose levels of 0.31 percent and Target's "Market Pantry" brand had cellulose levels of 0.30 percent.

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

22. Ahold's sale of the Parmesan Cheese with filler is deceptive to consumers, including Ms. Hackman and Mr. Jain, because the front of the package conspicuously touts that it contains "100% Grated Parmesan Cheese" and that it is that is "100% REAL CHEESE NO FILLERS."

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

PURCHASES

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

25. On or about February 22, 2016 Plaintiff Gloria Hackman purchased Ahold's Parmesan Cheese at the Giant Landover store located at 360 H St. NE, Washington DC 20002.

26. This product was sold in a container that contained two conspicuous marketing representations: "100% Grated Parmesan Cheese" and "100% REAL CHEESE NO FILLERS."

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

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

29. On or about March 31, 2016, Plaintiff Shawn Jain purchased Ahold's Parmesan Cheese at the Giant Landover store located at 800 P St NW, Washington DC 20001.

30. This product was sold in a container that contained two conspicuous marketing representations: "100% Grated Parmesan Cheese" and "100% REAL CHEESE NO FILLERS."

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

32. Mr. Jain purchased the product for testing and evaluation purposes on his behalf and for the general public. He has directed that the Parmesan Cheese be tested.

33. 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" and that it is "100% REAL CHEESE NO FILLERS."

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

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

36. 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 Shawn Jain and Gloria Hackman.

37. Plaintiffs act 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).

38. Plaintiffs are *not* bringing this matter as a class action or mass action.

UNLAWFUL AND DECEPTIVE TRADE PRACTICE – DC Code § 28-3905
Count I

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

40. Plaintiffs Shawn Jain and Gloria Hackman on behalf of themselves as individuals and on behalf of the general public files this action pursuant to D.C. Code § 28-3905(k).

41. Ahold’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” and “100% REAL CHEESE NO FILLERS” 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 with no fillers;
- 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 with no fillers;
- 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.

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

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

44. 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.

45. As a result of this unfair and deceptive trade practice, Shawn Jain and Gloria Hackman seek actual damages, statutory damages, punitive damages, injunctive relief, and reasonable attorney's fees solely on behalf of themselves.

46. As a result of this unfair and deceptive trade practice, Shawn Jain and Gloria Hackman seek on behalf of the general public an injunction against Ahold, including that Ahold be barred from producing, manufacturing, packaging or selling its 100% Grated Parmesan Cheese in the District of Columbia, and reasonable attorney's fees.

BREACH OF EXPRESS WARRANTY
Count II

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

48. Ahold expressly warranted that the Parmesan Cheese was 100% parmesan cheese.

49. Ahold also extended express warranties to Plaintiffs by way of product descriptions and representations as to product qualities and characteristics made in sales literature at Ahold retail locations, on its website, and via advertisements, among other methods.

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

51. At the time that Ahold made express warranties to Plaintiffs, Ahold knew that the Parmesan Cheese had cellulose used as filler. Nevertheless, Ahold continued to place the defective product on the market and failed and omitted to inform its customers, including Plaintiffs of its defective nature.

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

53. The foregoing breaches of express warranty at issue were substantial factors in causing damages to Plaintiffs.

54. The true facts about cellulose in the Parmesan Cheese is information that is material in a consumer's decision to purchase the Parmesan Cheese.

55. Plaintiffs 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

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

57. Defendant is a merchant who sold the Parmesan Cheese to Plaintiffs.

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

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

60. The foregoing breach of the implied warranty at issue were substantial factors in causing damages to Plaintiffs.

61. The true facts about cellulose in the Parmesan Cheese is information that is material in a consumer's decision to purchase the Parmesan Cheese.

62. Plaintiffs 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, Plaintiffs, Shawn Jain and Gloria Hackman, pray for a judgment against Defendant as follows:

- A. Entering judgment in favor of Plaintiffs and against Defendant for all compensatory and individual damages;
- B. Granting Plaintiffs their individual treble damages or statutory damages under DC Code § 28-3904 *et seq.*, whichever is greater;
- C. Granting Plaintiffs their costs of prosecuting this action, including attorneys' fees, experts' fees and costs together with interest; and
- D. Granting an injunction on behalf of the general public under DC Code § 28-3904 *et seq.* against Ahold that it be barred from producing, manufacturing, packaging and/or selling its Parmesan Cheese; with cellulose in the District of Columbia and reasonable attorneys' fees and costs; and
- E. Granting such further relief as the Court deems just.

DEMAND FOR JURY TRIAL

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

Dated: June 30, 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

Office: (202) 470-3520

Fax: (202) 800-2730

nmigliaccio@classlawdc.com

jrathod@classlawdc.com

NIDEL LAW, P.L.L.C.

Christopher T. Nidel, Esq., Bar No. 497059

1615 New Hampshire Ave, NW

Washington, DC 20009

chris@nidellaw.com

202-558-2030 (Tel.)

CIVIL COVER SHEET

JS-44 (Rev. 3/16 DC)

I. (a) PLAINTIFFS Shawn Jain, 930 M St., NW, Apt. 237, Washington, DC 20001; and Gloria Hackman, 27 O St., NW, Apt. 212, Washington, DC 20001, each Individually and on Behalf of All Others Similarly Situated (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF <u>11001</u> (EXCEPT IN U.S. PLAINTIFF CASES)		DEFENDANTS AHOLD USA, Inc., 1385 Hancock Street, Quincy, MA 02169 COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT <u>88888</u> (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) Nicholas Migliaccio, Migliaccio & Rathod LLP, 412 H Street, NE, Suite 302, Washington, DC 20002, (202) 470-3520		ATTORNEYS (IF KNOWN) K. Edward Raleigh, Fox Rothschild LLP, 1030 15th Street, NW, Suite 380 East, Washington, DC 20005, (202) 696-1479	

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY) <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input checked="" type="radio"/> 1 U.S. Government Plaintiff </div> <div style="width: 48%;"> <input type="radio"/> 3 Federal Question (U.S. Government Not a Party) </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="radio"/> 2 U.S. Government Defendant </div> <div style="width: 48%;"> <input type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) FOR DIVERSITY CASES ONLY: <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 checked="" 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 checked="" 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 checked="" 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 checked="" 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																				
Citizen of this State	<input checked="" 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 checked="" 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 checked="" type="radio"/> A. Antitrust <input type="checkbox"/> 410 Antitrust	<input type="radio"/> B. Personal Injury/Malpractice <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 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> C. Administrative Agency Review <input type="checkbox"/> 151 Medicare Act <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395m) <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)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> D. Temporary Restraining Order/Preliminary Injunction Any nature of suit from any category may be selected for this category of case assignment. *(If Antitrust, then A governs)*
----------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<input checked="" type="radio"/> E. General Civil (Other)	<input type="radio"/> F. Pro Se General Civil
------------------------------------------------------------------	------------------------------------------------------

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 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	Bankruptcy <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 Prisoner Petitions <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement Property Rights <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark Federal Tax Suits <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	Forfeiture/Penalty <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <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 <input type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<input type="radio"/> G. Habeas Corpus/ 2255 <input type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) *(If pro se, select this deck)*	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) *(If pro se, select this deck)*	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> M. Contract <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"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input checked="" type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 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.)
 DC Code 28-3905, Deceptive Trade Practice; Breach of Warranty

VII. REQUESTED IN COMPLAINT
☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
JURY DEMAND:

Check YES only if demanded in complaint
 YES ☒ NO ☐

VIII. RELATED CASE(S) IF ANY
 (See instruction)

YES ☒ NO ☐

If yes, please complete related case form

DATE: 7/7/2016

SIGNATURE OF ATTORNEY OF RECORD /s/ K. Edward Raleigh (D.C. Bar No. 1013444)

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.

CLERK-S OFFICE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIACO-932
Rev. 4/96NOTICE OF DESIGNATION OF RELATED CIVIL CASES PENDING
IN THIS OR ANY OTHER UNITED STATES COURTCivil Action No. _____
(To be supplied by the Clerk)NOTICE TO PARTIES:

Pursuant to Rule 40.5(b)(2), you are required to prepare and submit this form at the time of filing any civil action which is related to any pending cases or which involves the same parties and relates to the same subject matter of any dismissed related cases. This form must be prepared in sufficient quantity to provide one copy for the Clerk-s records, one copy for the Judge to whom the cases is assigned and one copy for each defendant, so that you must prepare 3 copies for a one defendant case, 4 copies for a two defendant case, etc.

NOTICE TO DEFENDANT:

Rule 40.5(b)(2) of this Court requires that you serve upon the plaintiff and file with your first responsive pleading or motion any objection you have to the related case designation.

NOTICE TO ALL COUNSEL

Rule 40.5(b)(3) of this Court requires that as soon as an attorney for a party becomes aware of the existence of a related case or cases, such attorney shall immediately notify, in writing, the Judges on whose calendars the cases appear and shall serve such notice on counsel for all other parties.

The plaintiff, defendant or counsel must complete the following:

I. RELATIONSHIP OF NEW CASE TO PENDING RELATED CASE(S).

A new case is deemed related to a case pending in this or another U.S. Court if the new case: [Check appropriate box(es) below.]

- ☐ (a) relates to common property
- ☒ (b) involves common issues of fact
- ☐ (c) grows out of the same event or transaction
- ☐ (d) involves the validity or infringement of the same patent
- ☐ (e) is filed by the same pro se litigant

2. RELATIONSHIP OF NEW CASE TO DISMISSED RELATED CASE(ES)

A new case is deemed related to a case dismissed, with or without prejudice, in this or any other U.S. Court, if the new case involves the same parties and same subject matter.

Check box if new case is related to a dismissed case: ☐

3. NAME THE UNITED STATES COURT IN WHICH THE RELATED CASE IS FILED (IF OTHER THAN THIS COURT): In addition to the case in this District identified in paragraph 4,
a Multidistrict Litigation is pending, Case MDL Nos. 2705, plus other federal cases that are being transferred to the MDL.

4. CAPTION AND CASE NUMBER OF RELATED CASE(E-S). IF MORE ROOM IS NEED PLEASE USE OTHER SIDE.

GLORIA HACKMAN v. ALDI, Inc. d/b/a Reggano C.A. No. 16-1264

6/27/2016
DATE

/s/ K. Edward Raleigh (D.DC Bar No. 1013444)
Signature of Plaintiff/Defendant (or counsel)