

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

MELISSA STEWART, on behalf of herself  
and all others similarly situated,

Plaintiff,

-against-

NEW WORLD PASTA COMPANY,

Defendant.

---

CLASS ACTION COMPLAINT

Civil Action No. 16-6157

JURY TRIAL DEMANDED

Plaintiff Melissa Stewart, by and through her counsel, Denlea & Carton LLP, respectfully files this Class Action Complaint on behalf of herself and a class of similarly-situated individuals who have purchased boxes of Ronzoni Healthy Harvest, Garden Delight, Gluten Free, Super Greens, and Smart Taste pastas manufactured and/or marketed by New World Pasta Company, and alleges as follows:

**NATURE OF THE CASE**

1. "RONZONI SONO BUONI \* RONZONI IS SO GOOD." In 1881, Emanuele Ronzoni, a young boy, emigrated from a small fishing village in Italy, San Fruttuoso, to the United States. As a teenager, Ronzoni got started in the macaroni trade in New York. Just 11 years after he arrived in the United States, Ronzoni launched his own small macaroni company with a partner. Later, they joined with two others to create the Atlantic Macaroni Company in Queens, New York.

2. In 1915, Ronzoni went into business on his own, starting the company that still bears his name, the Ronzoni Macaroni Company. By the time World War I ended, Ronzoni and its Genoa-style, or fancy-cut noodles, had firmly established itself as one

of the best-known brands in the East. Over time, Ronzoni became the number one pasta in the New York market, the largest pasta market in the United States. Emanuele Ronzoni was eventually succeeded by his son, and the 1950s and 1960s marked significant growth in the company's business as Ronzoni macaroni became available in most states along the East and West Coasts and in Puerto Rico.

3. Today, Ronzoni is part of the New World Pasta family of brands. The New World Pasta Company ("New World Pasta") is a leading manufacturer and distributor of dry pasta in the United States.

4. Ronzoni pasta is an iconic American brand. For more than 100 years, Ronzoni pasta has been sold to generations upon generations of consumers in the United States, and especially in the New York area. Ronzoni pastas continue to have a major industry market share.

5. One of its hallmark products, thin spaghetti, is instantly recognizable to millions of American consumers, packaged as it is in a non-transparent rectangular box with a small transparent window on the lower right hand side of the front of the box. This standard dimension box is approximately 10 5/8 inches long, 2 3/4 inches wide, and 1 1/4 inches deep. For decades, the net weight of the spaghetti included in this standard dimension box has been 16 ounces. These boxes are not transparent – except for the small transparent window on the front, so consumers are unable to determine visually how filled the boxes are.

6. Ronzoni also sells a wide variety of other pasta styles besides thin spaghetti – for instance, large shells, penne, rotelli, elbows, and the like. These products are generally packaged in cardboard boxes of a uniform dimension, and are also filled with pasta having a net weight of 16 ounces. Like the long rectangular boxes,

these boxes are not transparent, except for a small transparent window on the front of the box.

7. These Ronzoni boxes have become ubiquitous in the marketplace over the past century as competitors have marketed their own dry pasta products in substantially the same size rectangular box filled with the same volume of dry pasta. Consequently, consumers have come to rely upon the “standard size and standard volume” packaging when making purchasing decisions, particularly because the contents were and are not fully visible in the non-transparent cardboard packaging.

8. In recent years, however, demand for pasta in the United States has dropped severely, as consumers have become more nutritionally conscious. In order to counter its declining revenues in its traditional semolina and durum wheat dry pasta products, New World Pasta has introduced a new family of Ronzoni pasta products which purportedly are made of healthier ingredients, including Ronzoni Garden Delight, Ronzoni Smart Taste, Ronzoni Healthy Harvest, Ronzoni Gluten Free, and Ronzoni Super Greens (hereafter referred to collectively as the “healthy” pastas).

9. Ronzoni Garden Delight purports to contain one complete serving of vegetable – dried carrot, tomato, and spinach – in every 4 ounce serving. Ronzoni Gluten Free claims to be produced in a dedicated gluten free facility and to contain a unique multigrain blend of white rice, brown rice, quinoa, and corn that mimics the taste of white pasta. Ronzoni Smart Taste is made with oat fiber. Ronzoni Healthy Harvest is made with 100% all natural whole grain wheat. Ronzoni Healthy Harvest Ancient is made with 100% all natural whole grain wheat along with a blend of amaranth, quinoa, millet, sorghum, and teff. Ronzoni Super Greens purports to be a super-enriched pasta made of five vegetables – spinach, zucchini, broccoli, kale, and parsley -- with three

servings of vegetables in every 3.5 ounce serving.

10. New World Pasta sells these so-called “healthy” pastas in the same dimension boxes as the traditional semolina/durum wheat pastas. But rather than fill these visually identical boxes with the quantity of pasta --16 ounces (net weight) per box -- that customers have long been accustomed to receiving, New World Pasta has reduced the contents of the box by twenty-five percent (25%) and under filled the box with only 12 ounces (net weight) of pasta. By doing so, New World Pasta has been able to deceive consumers and secretly impose a price premium on the sale of “healthy” pastas.

11. On store shelves, the “healthy” Ronzoni pastas are stacked next to the traditional Ronzoni pastas, and to a consumer, they appear to be the same size. Thus, reasonable consumers are led to believe that they are buying the same amount of pasta when they buy the new “healthy” Ronzoni pasta boxes as when they buy boxes of the traditional Ronzoni products.

12. New World Pasta uses the traditional-sized boxes that have been recognized by consumers for generations for its traditional Ronzoni semolina/durum wheat pasta products and fills them with 16 ounces net weight of product. New World Pasta, however, also uses the same traditional-sized boxes that have been recognized by consumers for generations for its new “healthy” pasta products, but only fills them with 12 ounces net weight of product.

13. Although the boxes containing the “healthy” pasta products do set forth the actual net weight of product in small print on the bottom of the box, consumers are not otherwise informed that the amount of pasta contained in the box is 25 percent less by net weight than the amount of pasta contained in the same-sized boxes containing

the traditional Ronzoni pasta products.

14. Rather, New World Pasta counts on consumers' familiarity with its traditional-sized pasta boxes, garnered over many decades of marketing, to deceive consumers into thinking that they are purchasing the same quantity of pasta as they always have when they are buying the new "healthy" Ronzoni pasta products. And, in many instances, the different varieties of thin spaghetti being offered for sale are sold at exactly the same price. In reality, however, New World Pasta is filling these "healthy" pasta boxes with 25 percent less pasta (by weight). New World Pasta is thus able to increase its sales by appealing to consumers' desire for "healthy" pasta products, while increasing its profit margins by filling its boxes with 25 percent less product than is contained in the same-dimension boxes for its "traditional" pasta products. Or stated otherwise, New World Pasta is able deceptively to charge a higher price for its "healthy" pasta than it charges for its traditional offering.

#### **THE PARTIES**

15. Plaintiff is a natural person of full age of majority who is domiciled and resides in Wallkill, New York. Plaintiff has purchased a variety of traditional Ronzoni pasta products packaged in its iconic non-transparent blue and yellow cardboard boxes numerous times over many years. These boxes ordinarily contain 16 ounces of pasta product. Over the past several years, Plaintiff also purchased identical dimension standard-size boxes of Ronzoni Smart Taste Thin Spaghetti, expecting them to contain approximately 16 ounces net weight of pasta. Plaintiff made these purchases at the Shop Rite grocery stores located in Montgomery and New Windsor, New York. Plaintiff subsequently learned that these boxes actually contained only approximately 12 ounces net weight of pasta.

16. Defendant New World Pasta is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 85 Shannon Road, Harrisburg, Pennsylvania. New World Pasta is a wholly-owned subsidiary of Spanish food giant, Ebro Foods, S.A. (“Ebro”), a multinational food group operating in the rice, pasta, and sauces sector. Ebro is the global sales leader in the rice sector and is the second largest pasta manufacturer in the world.

17. New World Pasta is a leading branded dry pasta manufacturer in the United States and Canada. New World Pasta proclaims that it produces “many of the high-quality products that have become your meal-time favorites...[and w]e have something for your whole family, from our regional classic white pasta brands to our even-better-for-you healthy pasta brands.” New World Pasta brands include: Ronzoni; Prince (“Wednesday is Prince Spaghetti Day”); American Beauty, a pasta brand popular west of the Mississippi; San Giorgio (“Pasta you can count on”); Skinner, the number one pasta brand in Texas; Creamette; No Yolks, egg noodles made from egg whites; Light ‘N Fluffy, an egg noodle; and Wacky Mac, fun-shaped pasta.

18. Ronzoni products are sold through a variety of distribution channels and sales outlets throughout the United States as well as in the State of New York, including through supermarkets, mass merchandisers such as Walmart and Target Stores, grocery stores, convenience stores, club stores, supercenters, and drug stores.

#### **JURISDICTION AND VENUE**

19. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Jurisdiction is proper because (1) the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest

and costs and (2) the named Plaintiff and the Defendant are citizens of different states. 28 U.S.C. §1332(d)(2)(A).

20. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a) because a substantial part of the events giving rise to the claim occurred within this judicial district and because Defendant has marketed and sold the products at issue in this action within this judicial district and has done business within this judicial district.

#### **CHOICE OF LAW**

21. New York law governs the state law claims asserted herein by Plaintiff and a class of New York residents who purchased the Ronzoni products at issue because Defendant's acts and omissions described herein were implemented in the State of New York through Defendant's marketing and sales of its products within the State of New York.

22. New York has a substantial interest in protecting the rights and interests of New York State residents against wrongdoing by companies which market and distribute their products within the State of New York.

#### **GENERAL ALLEGATIONS**

23. As alleged above, in recent years, faced with declining consumer demand for its traditional white dry pasta products, including its Ronzoni brand products, New World Pasta introduced to the market a line of purportedly healthier Ronzoni pasta products featuring healthier ingredients. New World Pasta continues to use the iconic Ronzoni packaging, consisting of rectangular cardboard boxes which are non-transparent except for a small window on the front of the packaging. These packages historically had been filled with 16 ounces (net weight) of Ronzoni pasta product.

24. But when New World Pasta embarked on its introduction of the "healthier"

Ronzoni product line, New World Pasta filled those same-dimensioned boxes with substantially less pasta than before – i.e., 12 ounces (net weight) of pasta rather than the 16 ounces (net weight) that always was and continues to be filled in the same dimensioned boxes of Ronzoni's traditional white dry pasta products.

25. As a consequence, consumers are being misled into believing that they are buying a larger volume of Ronzoni's "healthy" pasta products than is actually contained in the boxes. And more significantly, consumers are unwittingly paying substantially more per ounce for the "healthy" pasta alternative, allowing New World Pasta to collect a premium that it is otherwise failing to disclose to consumers.

26. For example, ShopRite is selling Ronzoni Thin Spaghetti No. 9 in Ronzoni's iconic thin blue and yellow cardboard box, net weight 16 ounces, for \$1.69 – which translates to approximately 11 cents per ounce. At the same time, ShopRite is selling both Ronzoni Healthy Harvest Ancient Grains Thin Spaghetti and Ronzoni Smart Taste Thin Spaghetti in the same-dimension cardboard box as the Spaghetti No. 9, and for the same price, \$1.69. But the Ronzoni Healthy Harvest Ancient Grains box and Ronzoni Smart Taste box each contain only 12 ounces of thin spaghetti (net weight). The Ronzoni Healthy Harvest Ancient Grains and Smart Taste per ounce price is approximately 14 cents – 28 percent higher than the traditional thin Spaghetti No. 9. Yet consumers, seeing the three Ronzoni products on the grocery store shelf, are easily misled into believing that they are buying the same volume of spaghetti regardless of which box they purchase.

27. Unless consumers carefully study the net weight number set forth in small print on the front of the box – and somehow realize that they are no longer receiving the same quantity of Ronzoni pasta as before – consumers are being misled by New World



Pasta's deceptive practice of under filling its "healthy" pasta boxes into paying a price premium for the "healthy" pasta alternatives. Rather than provide consumers with the same 16 ounces of product and charge a higher price for the "healthy" alternatives, defendant is deceptively keeping the price the same, and reducing the contents of the box. The net result is that New World Pasta is able to collect the premium it desires by deceiving consumers who reach for the same size box they are accustomed to purchasing.

28. As a result of New World Pasta's misleading and deceptive use of Ronzoni's traditional-sized, non-transparent cardboard boxes, and substantially underfilling them with "healthy" pasta, Plaintiff and consumers have purchased boxes of Ronzoni "healthy" pasta which contain substantially less (approximately 25% less) pasta than Plaintiff and consumers had previously received in the identical sized boxes. Plaintiff and the class have been damaged thereby.

### **CLASS ACTION ALLEGATIONS**

29. Applying New York substantive law, Plaintiff seeks to be appointed as class representative of a New York class composed of and defined as follows:

All persons who bought any Ronzoni Healthy Harvest, Garden Delight, Smart Taste, Super Greens, or Gluten Free pastas in New York State, in boxes filled with 12 ounces (net weight) of pasta rather than 16 ounces (net weight) of pasta, and did not resell them. Excluded from the Class are the Defendant and any Judge presiding over this matter and the members of his or her immediate family. Also excluded from this class are the legal representatives, heirs, successors, and attorneys of any excluded person or entity, and any person acting on behalf of any excluded person or entity.

30. As to the above class, this action is appropriately suited for a class action. Plaintiff is informed, believes, and thereon alleges, that the Class is sufficiently numerous such that a class action is superior to other available methods for the fair and

efficient adjudication of this controversy because joinder of all purchasers of such boxes of Ronzoni pasta is impractical.

31. This action involves questions of law and fact common to the Class. In marketing the boxes of Ronzoni “healthy” pastas, Defendant has engaged in a systematic course of misrepresenting the products to consumers. Such common issues of law and fact include, but are not limited to:

- Whether the filling of traditional sized boxes of Ronzoni “healthy” pasta with substantially less (approximately 25% less) pasta than is contained in the traditional semolina/durum wheat pasta boxes was and is likely to mislead consumers;
- Whether Defendant represented that the boxes of Ronzoni “healthy” pastas were of a particular standard or quality or net weight when they were not;
- Whether, as a result of Defendant’s misconduct, the Class is entitled to equitable and injunctive relief;
- Whether the Class members obtained the benefit of their bargain in purchasing boxes of Ronzoni “healthy” pastas;
- Whether, as a result of Defendant’s misconduct, the Class is entitled to damages.

32. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, including legal and factual issues relating to liability and available remedies.

33. Plaintiff’s claims are typical of the claims of members of the Class, and Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff purchased Ronzoni “healthy” pastas and suffered an injury-in-fact as a result of Defendant’s conduct, as did all Class members who purchased any boxes of Ronzoni “healthy” pasta products containing the reduced net weight of pasta. Plaintiff’s interests are coincident with and not antagonistic to those of the other members of the Class. Plaintiff is

represented by counsel who is competent and experienced in the prosecution of consumer class action litigation.

34. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Treatment as a class action will permit a large number of similarly situated purchasers of the Ronzoni “healthy” pasta products to adjudicate simultaneously their common claims in a single forum in an efficient manner, and without the duplication of effort and expense that numerous individual actions would engender. Class treatment also will permit the adjudication of relatively small claims by many members of the Class who could not afford individually to litigate the claims pleaded in this Complaint. There are no difficulties likely to be encountered in the management of this class action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION  
(Violation of New York General Business Law Section 349)

35. On behalf of herself and the members of the New York Class, as defined in Paragraph 29 above, Plaintiff hereby realleges, and incorporates by reference as though set forth fully herein, the allegations contained in Paragraphs 1 through 34.

36. By reducing the net weight of the “healthy” pasta contained in Ronzoni’s traditional-size non-transparent cardboard boxes, Defendant has engaged in an unfair and deceptive business practice that has the capacity, tendency, and effect of deceiving reasonable consumers who purchase the products. Reasonable consumers would believe that the same traditional-size boxes of Ronzoni “healthy” pasta would contain the same quantity (net weight) of pasta as

the traditional-size blue and yellow cardboard boxes of regular semolina/durum wheat pasta that they have purchased for decades.

37. Defendant knew, or should have known, that by under filling its traditional-sized boxes of “healthy” pasta with substantially less quantity (net weight) of “healthy” pasta, consumers would be misled into purchasing a substantially lesser quantity of “healthy” pasta and would unknowingly pay a premium in connection with their purchase.

38. Plaintiff and the Class have been aggrieved and have suffered losses as a result of Defendant’s violations of Section 349 of the New York General Business Law. By virtue of the foregoing unfair, unconscionable, and deceptive acts in the conduct of trade or commerce, Plaintiff and the members of the Class have been substantially injured in the amount of the purchase prices for the Ronzoni “healthy” pasta boxes that they paid, or, in the alternative, have been damaged by paying more for the Ronzoni “healthy” pasta boxes that they purchased.

39. Defendant continues to violate Section 349 of the New York General Business Law, and continues to aggrieve the members of the Class.

40. By reason of the foregoing, Defendant’s conduct, as alleged herein, constitutes deceptive acts and practices in violation of Section 349 of the New York General Business Law, and Defendant is liable to Plaintiff and the Class for the actual and/or statutory damages that they have suffered as a result of Defendant’s actions, the amount of such damages to be determined at trial, plus treble damages, and attorneys’ fees and costs. Plaintiff further demands injunctive relief enjoining Defendant from continuing to engage in, use, or employ any act, including advertisements, packaging, or other representations, prohibited by Section 349 of the New York General Business Law.

SECOND CAUSE OF ACTION  
(Violation of New York's General Business Law Section 350)

41. On behalf of herself and the members of the New York Class, as defined in Paragraph 29 above, Plaintiff hereby realleges, and incorporates by reference as though set forth fully herein, the allegations contained in Paragraphs 1 through 40 above.

42. New York's General Business Law Section 350 prohibits "[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service."

43. Section 350 defines "false advertising" as "advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect." The section also provides that advertising can be false by omission, as it further defines "false advertising" to include "advertising [that] fails to reveal facts material in the light of such representations with respect to the commodity...to which the advertising relates."

44. Defendant's packaging, labeling, marketing, and advertising of Ronzoni "healthy" pasta products are "misleading in a material respect," and thus constitute "false advertising," because by packaging the "healthy" pasta products in the same dimension, iconic non-transparent cardboard boxes as its traditional Ronzoni semolina/durum wheat pasta products, but filling those boxes of "healthy" pasta products with only 12 ounces (net weight) of "healthy" pasta as compared to filling those same dimension cardboard with 16 ounces (net weight) of "healthy" pasta, as it does with its traditional Ronzoni semolina/durum wheat pasta products, Defendant falsely represents the quantity of "healthy" pasta products that are contained in the boxes.

45. Defendant continues to violate Section 350 of the New York General Business Law, and continues to aggrieve the members of the Class.

46. By reason of the foregoing, Defendant's conduct, as alleged herein, constitutes false advertising in violation of Section 350 of the New York General Business Law, and Defendant is liable to Plaintiff and the Class for the actual damages that they have suffered as a result of Defendant's actions, the amount of such damages to be determined at trial, statutory damages, plus treble damages, and attorneys' fees and costs.

47. Plaintiff further demands injunctive relief enjoining Defendant from continuing to engage in, use, or employ any act, including advertisements, packaging, or other representations, prohibited by Section 350 of the New York General Business Law.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment against Defendant as follows:

1. Certifying this action as a class action as soon as practicable, with the class as defined above, designating Plaintiff as the named class representative, and designating the undersigned as Class Counsel.

2. On Plaintiff's First Cause of Action, awarding against Defendant the damages that Plaintiff and the other members of the Class have suffered as a result of Defendant's actions, the amount of such damages to be determined at trial, plus treble damages.

3. On Plaintiff's Second Cause of Action, awarding against Defendant the damages that Plaintiff and the other members of the Class have suffered as a result of

Defendant's actions, the amount of such damages to be determined at trial, plus treble damages.

4. Awarding Plaintiff and the Class interest, costs, and attorneys' fees.

5. Enjoining Defendant from continuing to engage in, use, or employ any act, including advertisements, packaging, or other representations, prohibited by Sections 349 and 350 of the New York General Business Law.

6. Awarding Plaintiff and the Class such other and further relief as this Court deems just and proper.

#### DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure Rule 38, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: White Plains, New York  
August 3, 2016

Respectfully Submitted,

/s/ Jeffrey I. Carton  
DENLEA & CARTON LLP  
Jeffrey I. Carton, Esq. (JC-8296)  
Robert J. Berg, Esq. (RB-8542)  
2 Westchester Park Drive, Suite 410  
White Plains, New York 10604  
Telephone: (914) 331-0100  
Facsimile: (914) 331-0105  
[jcarton@denleacarton.com](mailto:jcarton@denleacarton.com)  
[rberg@denleacarton.com](mailto:rberg@denleacarton.com)

JS 44C/SDNY  
REV. 07/08/16

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

MELISSA STEWART, on behalf of herself and all others similarly situated,

DEFENDANTS

NEW WORLD PASTA COMPANY,

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)  
Denlea & Carton LLP  
2 Westchester Park Drive, Suite 410, White Plains, NY 10604  
jcarton@denleacarton.com; (914) 331-0100

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)  
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. 1332(d) (diversity jurisdiction); deceptive trade practices and false advertising under NY General Business Law § 349 and §350

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No  Yes  Judge Previously Assigned

If yes, was this case Vol.  Invol.  Dismissed. No  Yes  If yes, give date \_\_\_\_\_ & Case No. \_\_\_\_\_

IS THIS AN INTERNATIONAL ARBITRATION CASE? No  Yes

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

CONTRACT		PERSONAL INJURY		PERSONAL INJURY		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
<input type="checkbox"/> 110	INSURANCE	<input type="checkbox"/> 310	AIRPLANE	<input type="checkbox"/> 367	HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY	<input type="checkbox"/> 625	DRUG RELATED SEIZURE OF PROPERTY	<input type="checkbox"/> 422	APPEAL	<input type="checkbox"/> 375	FALSE CLAIMS
<input type="checkbox"/> 120	MARINE	<input type="checkbox"/> 315	AIRPLANE PRODUCT LIABILITY	<input type="checkbox"/> 365	PERSONAL INJURY PRODUCT LIABILITY	<input type="checkbox"/> 21	USC 881	<input type="checkbox"/> 28	USC 158	<input type="checkbox"/> 376	QUI TAM
<input type="checkbox"/> 130	MILLER ACT	<input type="checkbox"/> 320	ASSAULT, LIBEL & SLANDER	<input type="checkbox"/> 368	ASBESTOS PERSONAL INJURY PRODUCT LIABILITY	<input type="checkbox"/> 21	USC 881	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 400	STATE REAPPORTIONMENT
<input type="checkbox"/> 140	NEGOTIABLE INSTRUMENT	<input type="checkbox"/> 330	FEDERAL EMPLOYERS' LIABILITY	<input type="checkbox"/> 370	OTHER FRAUD	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 410	ANTITRUST
<input type="checkbox"/> 150	RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT	<input type="checkbox"/> 340	MARINE	<input type="checkbox"/> 371	TRUTH IN LENDING	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 430	BANKS & BANKING
<input type="checkbox"/> 151	MEDICARE ACT	<input type="checkbox"/> 345	MARINE PRODUCT LIABILITY	<input type="checkbox"/> 380	OTHER PERSONAL PROPERTY DAMAGE	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 430	BANKS & BANKING
<input type="checkbox"/> 152	RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)	<input type="checkbox"/> 350	MOTOR VEHICLE	<input type="checkbox"/> 385	PROPERTY DAMAGE PRODUCT LIABILITY	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 440	COMMERCE
<input type="checkbox"/> 153	RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS	<input type="checkbox"/> 355	MOTOR VEHICLE PRODUCT LIABILITY	<input type="checkbox"/> 510	MOTIONS TO VACATE SENTENCE	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 460	DEPORTATION
<input type="checkbox"/> 160	STOCKHOLDERS SUITS	<input type="checkbox"/> 360	OTHER PERSONAL INJURY	<input type="checkbox"/> 530	HABEAS CORPUS	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 470	RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
<input type="checkbox"/> 190	OTHER CONTRACT	<input type="checkbox"/> 362	PERSONAL INJURY - MED MALPRACTICE	<input type="checkbox"/> 535	DEATH PENALTY	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 480	CONSUMER CREDIT
<input type="checkbox"/> 195	CONTRACT PRODUCT LIABILITY	<input type="checkbox"/> 440	OTHER CIVIL RIGHTS (Non-Prisoner)	<input type="checkbox"/> 540	MANDAMUS & OTHER	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 490	CABLE/SATELLITE TV
<input type="checkbox"/> 196	FRANCHISE	<input type="checkbox"/> 441	VOTING	<input type="checkbox"/> 550	CIVIL RIGHTS	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 850	SECURITIES/ COMMODITIES/ EXCHANGE
		<input type="checkbox"/> 442	EMPLOYMENT	<input type="checkbox"/> 555	PRISON CONDITION	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 890	OTHER STATUTORY ACTIONS
		<input type="checkbox"/> 443	HOUSING/ ACCOMMODATIONS	<input type="checkbox"/> 560	CIVIL DETAINEE CONDITIONS OF CONFINEMENT	<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 891	AGRICULTURAL ACTS
		<input type="checkbox"/> 444	AMERICANS WITH DISABILITIES - EMPLOYMENT			<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 893	ENVIRONMENTAL MATTERS
		<input type="checkbox"/> 446	AMERICANS WITH DISABILITIES - OTHER			<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 895	FREEDOM OF INFORMATION ACT
		<input type="checkbox"/> 448	EDUCATION			<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 896	ARBITRATION
						<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 899	ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
						<input type="checkbox"/> 423	WITHDRAWAL	<input type="checkbox"/> 28	USC 157	<input type="checkbox"/> 950	CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y. AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:

DEMAND \$ \_\_\_\_\_ OTHER \_\_\_\_\_ JUDGE \_\_\_\_\_ DOCKET NUMBER 16-6157

Check YES only if demanded in complaint  
JURY DEMAND:  YES  NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).



(PLACE AN x IN ONE BOX ONLY)

**ORIGIN**

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from (Specify District)
- 6 Multidistrict Litigation (Transferred)
- 7 Appeal to District Judge from Magistrate Judge
- 8 Multidistrict Litigation (Direct File)
- a. all parties represented
- b. At least one party is pro se.

(PLACE AN x IN ONE BOX ONLY)

**BASIS OF JURISDICTION**

**IF DIVERSITY, INDICATE CITIZENSHIP BELOW.**

- 1 U.S. PLAINTIFF
- 2 U.S. DEFENDANT
- 3 FEDERAL QUESTION (U.S. NOT A PARTY)
- 4 DIVERSITY

**CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)**

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [X] 1	DEF [ ] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF [ ] 3	DEF [ ] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF [ ] 5	DEF [ ] 5
CITIZEN OF ANOTHER STATE	[ ] 2	[X] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[ ] 4	[ ] 4	FOREIGN NATION	[ ] 6	[ ] 6

**PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)**

Melissa Stewart  
14 Country Acres Drive  
Wallkill, New York 12589

**DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)**

New World Pasta Company  
85 Shannon Road  
Harrisburg, PA 17112

**DEFENDANT(S) ADDRESS UNKNOWN**

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

**COURTHOUSE ASSIGNMENT**

I hereby certify that this case should be assigned to the courthouse indicated below pursuant to Local Rule for Division of Business 18, 20 or 21. DO NOT check either box if this is a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.

Check one: THIS ACTION SHOULD BE ASSIGNED TO:  WHITE PLAINS  MANHATTAN

DATE 08/03/2016 SIGNATURE OF ATTORNEY OF RECORD



RECEIPT #

ADMITTED TO PRACTICE IN THIS DISTRICT

[ ] NO  
[X] YES (DATE ADMITTED Mo. 6 Yr. 1993 )  
Attorney Bar Code # 2442622

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge \_\_\_\_\_ is so Designated.

Ruby J. Krajick, Clerk of Court by \_\_\_\_\_ Deputy Clerk, DATED \_\_\_\_\_.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: