

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Amanda Ramirez, individually and on behalf
of all others similarly situated,

Plaintiff,

- against -

Kraft Heinz Foods Company,

Defendant

Class Action Complaint

Jury Trial Demanded

Plaintiff alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

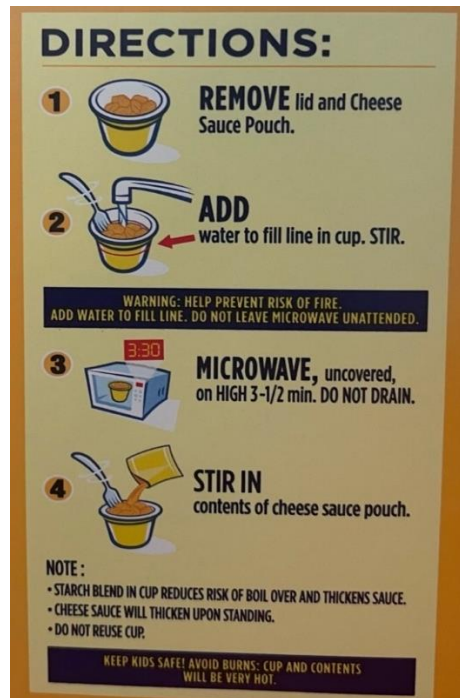
FACTUAL ALLEGATIONS

1. Kraft Heinz Foods Company (“Defendant”) manufactures, labels, markets and sells microwavable single serve cups of mac and cheese represented as “READY IN 3½ MINUTES” under the Velveeta brand (“Product”).



2. The statement of “ready in 3½ minutes” is false and misleading because the Product takes longer than 3-and-a-half minutes to prepare for consumption.

3. According to the directions on the back of the packaging, there are four steps in preparing the Product.



4. First, consumers must “REMOVE lid and Cheese Sauce Pouch.”
5. Next, they must “ADD water to fill line in cup. STIR.”
6. Third, “MICROWAVE, uncovered, on HIGH 3-1/2 min. DO NOT DRAIN.”
7. Finally, they should “STIR IN contents of cheese sauce pouch.”
8. Defendant then notes that “CHEESE SAUCE WILL THICKEN UPON STANDING.”

9. Consumers seeing “ready in 3½ minutes” will believe it represents the total amount of time it takes to prepare the Product, meaning from the moment it is unopened to the moment it is ready for consumption.

10. However, the directions outlined above show that 3-and-a-half minutes is just the length of time to complete one of several steps.

11. The label does not state the Product takes “3½ minutes to cook in the microwave,” which would have been true.

12. To provide consumers with a Product that is actually “ready in 3½ minutes,” the

Product would need to be cooked in the microwave for less than 3-and-a-half minutes, so that all the preparation steps could be completed in the 3-and-a-half minutes timeframe.

13. Consumers are misled to expect the Product will be ready for consumption in a shorter amount of time than it really takes to prepare.

14. Defendant sold more of the Product and at higher prices than it would have in the absence of this misconduct, resulting in additional profits at the expense of consumers.

15. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than \$10.99 for eight 2.39 oz cups, excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

JURISDICTION AND VENUE

16. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

17. The aggregate amount in controversy exceeds \$5 million, including statutory and punitive damages, exclusive of interest and costs.

18. Plaintiff is a citizen of Florida.

19. Defendant is a Pennsylvania limited liability company with a principal place of business in Pittsburgh, Allegheny County, Pennsylvania.

20. The class of persons Plaintiff seeks to represent includes persons who are citizens of different states from which Defendant is a citizen.

21. The members of the class Plaintiff seeks to represent are more than 100, because the Product has been sold with the representations described here from thousands of stores in the States covered by Plaintiff’s proposed classes.

22. The Product is available to consumers from grocery stores, dollar stores, warehouse club stores, drug stores, convenience stores, big box stores, and online.

23. Venue is in this District with assignment to the Miami Division because Plaintiff resides in Miami-Dade County, which is where a substantial part of the events or omissions giving rise to the claims occurred, including her purchase, consumption, exposure to and reliance on the representations, and awareness they were misleading.

PARTIES

24. Plaintiff Amanda Ramirez is a citizen of Hialeah, Florida, Miami-Dade County.

25. Defendant Kraft Heinz Foods Company is a Pennsylvania limited liability company with a principal place of business in Pittsburgh, Pennsylvania, Allegheny County.

26. Plaintiff is like many consumers who seek to stretch their money as far as possible when buying groceries.

27. Plaintiff looks to bold statements of value when quickly selecting groceries.

28. Plaintiff purchased the Product at locations including Publix, 3339 W 80th St, Hialeah, FL 33018, between October and November 2022, among other times.

29. Plaintiff believed and expected that the Product would take 3-and-a-half minutes total to prepare and be ready for consumption.

30. Plaintiff relied on the words, terms coloring, descriptions, layout, placement, packaging, and/or images on the Product, on the labeling, statements, omissions, claims, statements, and instructions, made by Defendant or at its directions, in digital, print and/or social media, which accompanied the Product and separately, through in-store, digital, audio, and print marketing.

31. Plaintiff bought the Product at or exceeding the above-referenced price.

32. Plaintiff chose between Defendant's Product and products represented similarly, but which did not misrepresent their attributes, features, and/or components.

33. Plaintiff paid more for the Product than she would have paid and would not have purchased it or paid less had she known the truth.

34. Plaintiff intends to, seeks to, and will purchase the Product again when she can do so with the assurance its representations are consistent with its abilities, attributes, and/or composition.

35. Plaintiff is unable to rely on the labeling and representations not only of this Product, but other similar products that claim they are ready in a specific amount of time, because she is unsure whether those representations are truthful.

CLASS ALLEGATIONS

36. Plaintiff seeks certification under Fed. R. Civ. P. 23 of the following classes:

Florida Class: All persons in the State of Florida who purchased the Product during the statutes of limitations for each cause of action alleged; and

Consumer Fraud Multi-State Class: All persons in the States of Alabama, Georgia, North Carolina, South Carolina, Utah, New Mexico, Alaska, Iowa, Tennessee, and Virginia who purchased the Product during the statutes of limitations for each cause of action alleged.

37. Common questions of issue, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

38. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

39. Plaintiff is an adequate representative because her interests do not conflict with other

members.

40. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

41. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

42. Plaintiff's counsel is competent and experienced in complex class action litigation and intends to protect class members' interests adequately and fairly.

43. Plaintiff seeks class-wide injunctive relief because the practices continue.

CAUSES OF ACTION

COUNT I

Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq.

44. Plaintiff incorporates by reference preceding paragraphs 1-15.

45. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

46. Defendant violated and continues to violate Florida's Deceptive and Unfair Trade Practices Act by engaging in unfair methods of competition, unconscionable acts and practices, and unfair and deceptive acts and practices in the conduct of its business.

47. Defendant misrepresented the Product through statements, omissions, ambiguities, half-truths and/or actions, that it would take 3-and-a-half minutes total to prepare and be ready for consumption.

48. The material misstatements and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff and the general public into believing that the Product would take 3-and-a-half minutes total to prepare and be ready for

consumption.

49. Plaintiff and class members relied upon these representations in deciding to purchase the Product.

50. Plaintiff's reliance was reasonable because of Defendant's reputation as a trusted and reliable company, known for its high-quality products, honestly marketed to consumers.

51. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

52. Defendant's conduct offends established public policy and is immoral, unethical, oppressive, and unscrupulous to consumers.

53. Plaintiff and class members are entitled to damages in an amount to be proven at trial.

54. Defendant should also be ordered to cease its deceptive advertising and should be made to engage in a corrective advertising campaign to inform consumers that the Product takes longer than 3-and-a-half minutes total to prepare and be ready for consumption.

COUNT II

Violation of State Consumer Fraud Acts **(Consumer Fraud Multi-State Class)**

55. Plaintiff incorporates by reference preceding paragraphs 1-15.

56. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class are similar to the consumer protection statute invoked by Plaintiff and prohibit the use of unfair or deceptive business practices in the conduct of commerce.

57. The members of the Consumer Fraud Multi-State Class reserve their rights to assert their consumer protection claims under the Consumer Fraud Acts of the States they represent and/or the consumer protection statute invoked by Plaintiff.

COUNT III

False and Misleading Advertising,
Fla. Stat. § 817.41

58. Plaintiff incorporates by reference preceding paragraphs 1-15.

59. Plaintiff brings this claim on her own behalf and on behalf of each member of the Florida Class.

60. Defendant made misrepresentations of material fact regarding the total length of time it would take to prepare the Product for consumption, through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions, and targeted digital advertising.

61. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

62. Defendant knew that these statements were false.

63. Defendant intended for consumers to rely on its false statements for the purpose of selling the Product.

64. Plaintiff and class members did in fact rely upon these statements.

65. Reliance was reasonable and justified because of Defendant's reputation as a trusted and reliable company, known for its high-quality products, honestly marketed to consumers.

66. As a result of Defendant's misrepresentations, Plaintiff and class members suffered damages in the amount paid for the Product.

67. Plaintiff and class members are entitled to damages and injunctive relief as set forth above.

COUNT IV

**Breaches of Express Warranty,
Implied Warranty of Merchantability/Fitness for a Particular Purpose and
Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.**

68. Plaintiff incorporates by reference preceding paragraphs 1-15.

69.

70. The Product was manufactured, identified, marketed, and sold by Defendant and expressly and impliedly warranted to Plaintiff that the Product would take 3-and-a-half minutes total to prepare and be ready for consumption.

71. Defendant directly marketed the Product to Plaintiff through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, product descriptions distributed to resellers, and targeted digital advertising.

72. Defendant knew the product attributes that potential customers like Plaintiff were seeking, and developed its marketing and labeling to directly meet those needs and desires.

73. Defendant's representations about the Product were conveyed in writing and promised it would be defect-free, and Plaintiff understood this meant that that it would take 3-and-a-half minutes total to prepare and be ready for consumption.

74. Defendant's representations affirmed and promised that that the Product would take 3-and-a-half minutes total to prepare and be ready for consumption.

75. Defendant described the Product so Plaintiff believed it would take 3-and-a-half minutes total to prepare and be ready for consumption, which became part of the basis of the bargain that it would conform to its affirmations and promises.

76. Defendant had a duty to disclose and/or provide non-deceptive descriptions and marketing of the Product.

77. This duty is based on Defendant's outsized role in the market for this type of Product, a trusted company, known for its high-quality products, honestly marketed to consumers.

78. Plaintiff recently became aware of Defendant's breach of the Product's warranties.

79. Plaintiff provides or will provide notice to Defendant, its agents, representatives, retailers, and their employees that it breached the Product's express and implied warranties.

80. Defendant received notice and should have been aware of these issues due to complaints by third-parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

81. The Product did not conform to its affirmations of fact and promises due to Defendant's actions.

82. The Product was not merchantable because it was not fit to pass in the trade as advertised, not fit for the ordinary purpose for which it was intended and did not conform to the promises or affirmations of fact made on the packaging, container or label, because it was marketed as if it would take 3-and-a-half minutes total to prepare and be ready for consumption.

83. The Product was not merchantable because Defendant had reason to know the particular purpose for which it was bought by Plaintiff, because she expected it would take 3-and-a-half minutes total to prepare and be ready for consumption, and she relied on Defendant's skill and judgment to select or furnish such a suitable product.

COUNT V

Negligent Misrepresentation

84. Plaintiff incorporates by reference preceding paragraphs 1-15.

85. Defendant had a duty to truthfully represent the Product, which it breached.

86. This duty was non-delegable, based on Defendant's position, holding itself out as having special knowledge and experience in this area, a trusted company, known for its high-quality products, honestly marketed to consumers.

87. Defendant's representations and omissions regarding the Product went beyond the specific representations on the packaging, as they incorporated the extra-labeling promises and commitments to quality, transparency and putting customers first, that it has been known for.

88. These promises were outside of the standard representations that other companies may make in a standard arms-length, retail context.

89. The representations took advantage of consumers' cognitive shortcuts made at the point-of-sale and their trust in Defendant.

90. Plaintiff reasonably and justifiably relied on these negligent misrepresentations and omissions, which served to induce and did induce, her purchase of the Product.

COUNT VI

Fraud **(Fed. R. Civ. P. 9(b) Allegations)**

91. Plaintiff incorporates by reference preceding paragraphs 1-15.

92. Defendant misrepresented and/or omitted the total length of time it would take to prepare the Product for consumption.

93. The records Defendant is required to maintain, and/or the information inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of the falsity and deception, through statements and omissions.

94. Rule 9(b) of the Federal Rules of Civil Procedure provides that "[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake."

95. To the extent necessary, as detailed in the paragraphs above and below, Plaintiff has satisfied the requirements of Rule 9(b) by establishing the following elements with sufficient particularity.

96. WHO: Defendant, Kraft Heinz Foods Company, made material misrepresentations

and/or omissions of fact in its labeling and marketing of the Product by representing that the Product would take 3-and-a-half minutes total to prepare and be ready for consumption.

97. WHAT: Defendant's conduct here was and continues to be fraudulent because it has the effect of deceiving consumers into believing that the Product takes 3-and-a-half minutes total to prepare and be ready for consumption.

98. Defendant knew or should have known this information is material to all reasonable consumers and impacts consumers' purchasing decisions.

99. Yet, Defendant has and continues to represent that the Product takes 3-and-a-half minutes total to prepare and be ready for consumption, when it does not.

100. WHEN: Defendant made material misrepresentations and/or omissions detailed herein, including that the Product would take 3-and-a-half minutes total to prepare and be ready for consumption, continuously throughout the applicable Class period(s).

101. WHERE: Defendant's material misrepresentations and omissions, that the Product takes 3-and-a-half minutes total to prepare and be ready for consumption, were located on the front of the Product's packaging, through the statement "ready in 3½ minutes," which instantly catches the eye of all reasonable consumers, including Plaintiff, at the point of sale in every transaction.

102. The Product is sold in grocery stores, dollar stores, warehouse club stores, drug stores, convenience stores, big box stores, and online.

103. HOW: Defendant made written and visual misrepresentations right on the front label of the Product, that it would take 3-and-a-half minutes total to prepare and be ready for consumption even though the Product takes longer than 3-and-a-half minutes total to prepare and be ready for consumption.

104. As such, Defendant's representations are false and misleading.

105. And as discussed in detail throughout this Complaint, Plaintiff and class members read and relied on Defendant's representations and omissions before purchasing the Product.

106. WHY: Defendant misrepresented that the Product takes 3-and-a-half minutes total to prepare and be ready for consumption, for the express purpose of inducing Plaintiff and class members to purchase the Product at a substantial price premium.

107. As such, Defendant profited by selling the misrepresented Product to at least thousands of consumers throughout the nation.

COUNT VIII

Unjust Enrichment

108. Plaintiff incorporates by reference preceding paragraphs 1-15.

109. Defendant obtained benefits and monies because the Product was not as represented and expected, to the detriment and impoverishment of Plaintiff and class members, who seek restitution and disgorgement of inequitably obtained profits.

JURY DEMAND AND PRAYER FOR RELIEF

Plaintiff demands a jury trial on all issues.

WHEREFORE, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Injunctive relief to remove, correct and/or refrain from the challenged practices and representations, and restitution and disgorgement for members of the class pursuant to the applicable laws;
3. Awarding monetary, statutory and/or punitive damages;
4. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and

5. Other and further relief as the Court deems just and proper.

Dated: November 18, 2022

Respectfully submitted,

/s/William Wright

The Wright Law Office, P.A.
515 N Flagler Dr Ste P-300
West Palm Beach FL 33401
(561) 514-0904
willwright@wrightlawoffice.com

Sheehan & Associates, P.C.
Spencer Sheehan (*Pro Hac Vice* forthcoming)
60 Cuttermill Rd Ste 412
Great Neck NY 11021
(516) 268-7080
spencer@spencersheehan.com

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Amanda Ramirez, individually and on behalf of all others similarly situated,

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

Miami-Dade

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

The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West Palm Beach FL 33401-4326, (561) 514-0904

(d) Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

DEFENDANTS

Kraft Heinz Foods Company

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

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

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

Click here for: [Nature of Suit Code Descriptions](#)

CONTRACT		TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury – Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))	
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability			<input type="checkbox"/> 820 Copyright	<input type="checkbox"/> 410 Antitrust	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine			<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability			<input type="checkbox"/> 835 Patent – Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	PERSONAL PROPERTY		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input checked="" type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 371 Truth in Lending		LABOR	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury – Med. Malpractice	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA)	
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 850 Securities/Commodities/Exchange	
				<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 890 Other Statutory Actions	
				<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 891 Agricultural Acts	
				<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 893 Environmental Matters	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		SOCIAL SECURITY	<input type="checkbox"/> 895 Freedom of Information Act	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:		<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 896 Arbitration	
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee		<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision	
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence		<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 950 State Statutes	
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	Other:		<input type="checkbox"/> 864 SSID Title XVI		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities – Employment	<input type="checkbox"/> 530 General		<input type="checkbox"/> 865 RSI (405(g))		
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities – Other	<input type="checkbox"/> 535 Death Penalty				
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other				
		<input type="checkbox"/> 550 Civil Rights				
		<input type="checkbox"/> 555 Prison Condition				
		<input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement				

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation – Direct File ☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case ☐ YES ☒ NO
JUDGE:

b) Related Cases ☐ YES ☒ NO
DOCKET NUMBER:

VII. 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; false advertising
LENGTH OF TRIAL via 14 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

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

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE

November 17, 2022

SIGNATURE OF ATTORNEY OF RECORD

/s/ William Wright

FOR OFFICE USE ONLY: RECEIPT #

AMOUNT

IFP

JUDGE

MAG JUDGE

for the
Southern District of Florida

Amanda Ramirez, individually and on behalf of all
others similarly situated,

Plaintiff(s)

V.

Kraft Heinz Foods Company,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Kraft Heinz Foods Company
c/o C T Corporation System
600 N 2nd St Ste 401
Harrisburg PA 17101-1071

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: William Wright, The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West Palm Beach FL 33401-4326, (561) 514-0904

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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: