IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

JANA RABINOWITZ, individually and on behalf of all others similarly situated, Plaintiff, v. CHOBANI, LLC, Defendant.	Case No. 2:26-cv-3990 **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff JANA RABINOWITZ ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action against Defendant CHOBANI, LLC (hereinafter "Chobani" or "Defendant").

NATURE OF THE ACTION

1. This action seeks to remedy the deceptive and misleading business practices of Chobani with respect to the manufacturing, marketing, and sale of Defendant's yogurt products, specifically the 32-ounce tubs of Chobani "20G Protein" yogurt (hereinafter the "Products"), throughout the United States.

2. Defendant has improperly, deceptively, and misleadingly labeled and marketed its Products to reasonable consumers, like Plaintiff, by displaying a prominent "20G Protein" per serving claim on its packaging that relies on an unlawfully inflated serving size.

3. The U.S. Food and Drug Administration ("FDA") mandates standardized serving sizes to ensure consumers can accurately compare nutritional information across competing products. The Reference Amount Customarily Consumed ("RACC") for yogurt is 170 grams.

4. For multiple-serving containers, the declared serving size must be determined by converting the 170-gram RACC into a common household measure and rounding to the nearest 1/4 or 1/3 cup fraction. One hundred seventy grams of the Chobani Product equates to approximately 0.671 cups. Pursuant to FDA regulations, the proper serving size is 2/3 cup, yielding an equivalent metric quantity of 168.9 grams. Calculated lawfully, the Product contains approximately 17.78 grams of protein per serving, which rounds to 18 grams.

5. Consumers who purchased Defendant's Products, such as Plaintiff, reasonably expected that the Products they purchased would actually contain the 20 grams of protein per serving advertised on the front label, and that Defendant calculated this metric in accordance with standardized federal regulations.

6. Defendant is using a marketing and advertising campaign that artificially inflates the serving size to 3/4 cup (190 grams) solely to cross the material 20-gram protein threshold. Knowing the true protein density is material to reasonable consumers. This manipulation is solely within the knowledge of Defendant, and consumers lack the ability to independently verify the regulatory math at the point of sale. This leads a reasonable consumer to believe they are purchasing an ultra-high-protein yogurt when in fact they are purchasing a product with a lower protein density.

7. Plaintiff and Class Members paid a price premium for the Products based upon Defendant's marketing and advertising campaign including its false and misleading representations on the Products' labels. Given that Plaintiff and Class Members paid a premium for the Products, Plaintiff and Class Members suffered an injury in the amount of the premium paid.

8. Accordingly, Defendant's conduct violated and continues to violate, inter alia, New York General Business Law §§ 349 and 350. Defendant also breached and continues to breach its implied warranties regarding the Products.

9. Plaintiff brings this action against Defendant on behalf of herself and Class Members who purchased the Products during the applicable statute of limitations period (the "Class Period").

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. §1332(d) in that (1) this is a class action involving more than 100 class members; (2) at least one member of the Class is a citizen of a state different from Defendant; and (3) the amount in controversy is in excess of $5,000,000, exclusive of interests and costs.

11. This Court has personal jurisdiction over Defendant because Defendant conducts and transacts business in the state of New York, contracts to supply goods within the state of New York, and supplies goods within the state of New York.

12. Venue is proper because Plaintiff is a citizen of this District, and a substantial part of the events or omissions giving rise to the Class's claims occurred in this District.

PARTIES

Plaintiff

13. Plaintiff Jana Rabinowitz is a citizen and resident of Nassau County, New York.

14. During the relevant period, Plaintiff Rabinowitz purchased Defendant's 32-ounce Products in varying flavors. Over the past few years, Plaintiff purchased these Products at, among other places, a ShopRite retail location in Plainview, New York.

15. Had Defendant not made the false, misleading, and deceptive representations regarding the protein content of the Products, Plaintiff would not have been willing to purchase the Products or pay as much for the Products. Plaintiff purchased, purchased more of, and/or paid more for, the Products than she would have had she known the truth about the Products' serving size calculations.

16. Alternatively, Plaintiff paid a price premium based on Defendant's false, misleading, and deceptive misrepresentations. Accordingly, Plaintiff was injured in fact and lost money as a result of Defendant's improper conduct.

Defendant

17. Defendant Chobani, LLC is a Delaware limited liability company with its headquarters and principal place of business located at 200 Lafayette Street, New York, New York 10013.

18. Defendant manufactures, markets, advertises, and distributes the Products throughout the United States. Defendant created and/or authorized the false, misleading, and deceptive advertisements, packaging, and labeling of its Products.

FACTUAL BACKGROUND

19. Consumers, such as Plaintiff, have become increasingly concerned with protein intake. Companies, such as Defendant, have capitalized on consumers' desire for high-protein food products, and indeed, consumers are willing to pay, and have paid, a premium for these products.

20. Consumers lack the meaningful ability to test or independently ascertain or verify the complex regulatory math determining serving sizes, especially at the point of sale, and therefore must and do rely on Defendant to truthfully and honestly report protein content in accordance with standardized metrics.

21. Defendant's business is a sophisticated operation that has been in the business of producing, manufacturing, selling, and distributing food products for several years. Defendant is in the unique and superior position of knowing the density of its yogurt and the proper FDA formulas required for its labeling.

22. By inflating the serving size to 3/4 cup on its 32-ounce tubs, Defendant avoids disclosing that the true protein per serving falls below the highly marketable 20-gram benchmark. Defendant's false, misleading, and deceptive omissions regarding the actual protein density are likely to continue to deceive and mislead reasonable consumers, as they have already deceived and misled Plaintiff and Class Members.

23. Defendant has a duty to provide consumers, like Plaintiff and Class Members, with accurate information about the contents of the Products.

24. Therefore, Defendant's false, misleading, and deceptive misrepresentations regarding the Products' composition are likely to deceive and mislead reasonable consumers, as they have already deceived and misled Plaintiff and Class Members.

25. Defendant's misrepresentations and omissions were material and intentional because consumers are concerned with what is in the products that they orally ingest. Consumers such as Plaintiff and Class Members are influenced by Defendant's marketing and advertising campaign, the Products' labels, and the listed ingredients. Defendant knows that if it had not misrepresented that the Products contained 20 grams of protein, then Plaintiff and the Class would not have purchased the Products, or, at the very least, would not have paid nearly as much for the Products.

26. Consumers rely on marketing and information in making purchasing decisions.

27. Defendant's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions.

28. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the public, as they have already deceived and misled Plaintiff and Class Members.

29. In making the false, misleading, and deceptive representations and omissions described herein, Defendant knew and intended that consumers would pay a premium for a product marketed as containing 20-grams of protein over comparable products not so marketed.

30. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representation and omission, Defendant injured Plaintiff and Class Members in that they:

a. Paid a sum of money for Products that were not as Defendant represented;

b. Paid a premium price for Products based on Defendant's false and misleading misrepresentations;

c. Were deprived of the benefit of the bargain because the Products they purchased were different from what Defendant warranted;

d. Were deprived of the benefit of the bargain because the Products they purchased had less value than what Defendant represented; and

e. Were denied the benefit of the properties of the Products Defendant promised.

31. Had Defendant not made the false, misleading, and deceptive representations and omissions, Plaintiff and Class Members would not have been willing to pay the same amount for the Products they purchased and/or Plaintiff and Class Members would not have been willing to purchase the Products.

32. Plaintiff and Class Members paid for Products that contain 20 grams of protein. Since the Products do not contain 20 grams of protein, the Products Plaintiff and Class Members received were worth less than the Products for which they paid.

33. Plaintiff and Class Members all paid money for the Products; however, Plaintiff and Class Members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiff and Class Members purchased, purchased more of, and/or paid more for, the Products than they would have had they known the truth about the Products. Consequently, Plaintiff and Class Members have suffered injury in fact and lost money as a result of Defendant's wrongful conduct.

34. Plaintiff and Class Members saw the Products' packaging prior to purchasing the Products. Had Plaintiff and Class Members known the truth about the Products, i.e., that they do not contain 20 grams of protein, they would not have been willing to purchase them at any price, or, at minimum, would have paid less for them.

CLASS ALLEGATIONS

35. Plaintiff, individually and on behalf of all others similarly situated, brings this class action pursuant to Fed. R. Civ. P. 23.

36. The proposed Class is defined as follows:

> **Nationwide Class:** All persons within the United States who purchased Defendant's 32-ounce 20G Protein Yogurt Products.
>
> **New York subclass:** All persons within the state of New York, who purchased Defendant's 32-ounce 20G Protein Yogurt Products.

37. Plaintiff reserves the right to modify, change, or expand the definitions of the proposed Classes based upon discovery and further investigation.

38. *Numerosity:* The proposed Class is so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members as described above who have been damaged by Defendant's deceptive and misleading practices.

39. *Commonality:* Questions of law or fact common to the Class include, without limitation:

a. Whether the Products in question were unsafe;

b. Whether Defendant was responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products;

c. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant has engaged in unfair, fraudulent, or unlawful business practices with respect to the advertising, marketing, and sale of its Products;

d. Whether Defendant made false and/or misleading statements and omissions to the Class and the public concerning the contents of its Products;

e. Whether Defendant had a duty to disclose, prior to purchase, the defective nature of the Products to consumers;

f. Whether Defendant's false and misleading statements and omissions concerning its Products were likely to deceive the public;

g. Whether Defendant's conduct constitutes an unlawful breach of the implied warranty of merchantability;

h. Whether Defendant's conduct constitutes an unlawful breach of express warranties;

i. Whether Defendant fraudulently omitted material information in its interactions with consumers;

j. Whether Defendant was unjustly enriched; and

k. Whether Plaintiff and the Class are entitled to money damages under the same causes of action as the other Class Members.

40. *Typicality:* The claims or defenses of Plaintiff are typical of the claims or defenses of the Class. Class Members were injured and suffered damages in substantially the same manner

as Plaintiff, Class Members have the same claims against Defendant relating to the same course of conduct, and Class Members are entitled to relief under the same legal theories asserted by Plaintiff.

41. *Adequacy:* Plaintiff will fairly and adequately protect the interests of the proposed Class and has no interests antagonistic to those of the proposed Class. Plaintiff has retained counsel experienced in the prosecution of complex class actions.

42. *Predominance:* Questions of law or fact common to proposed Class members predominate over any questions affecting only individual members. Common questions such as whether Defendant owed a duty to Plaintiff and the Class and whether Defendant breached its duties predominate over individual questions such as measurement of economic damages.

43. *Superiority:* A class action is superior to other available methods for the fair and efficient adjudication of these claims because individual joinder of the claims of the Class is impracticable. Many members of the Class are without the financial resources necessary to pursue this matter. Even if some members of the Class could afford to litigate their claims separately, such a result would be unduly burdensome to the courts in which the individualized cases would proceed. Individual litigation increases the time and expense of resolving a common dispute concerning Defendant's actions toward an entire group of individuals. Class action procedures allow for far fewer management difficulties in matters of this type and provide the unique benefits of unitary adjudication, economies of scale, and comprehensive supervision over the entire controversy by a single judge in a single court.

44. *Manageability:* Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

45. The Class may be certified pursuant to Rule 23(b)(2) because Defendant has acted on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

46. The Class may also be certified pursuant to Rule 23(b)(3) because questions of law and fact common to the Class will predominate over questions affecting individual members, and a class action is superior to other methods for fairly and efficiently adjudicating the controversy and causes of action described in this Complaint.

47. Particular issues under Rule 23(c)(4) are appropriate for certification because such claims present particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interests therein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Violation of New York GBL § 349
(On behalf of Plaintiff and the New York subclass)

48. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

49. New York General Business Law Section 349 ("GBL § 349") declares unlawful "[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . ."

50. The conduct of Defendant alleged herein constitutes recurring, "unlawful" deceptive acts and practices in violation of GBL § 349, and as such, Plaintiff and the New York Subclass Members seek monetary damages against Defendant.

51. Defendant misleadingly, inaccurately, and deceptively advertises and markets its Products to consumers.

52. Defendant's improper consumer-oriented conduct is misleading in a material way in that it, *inter alia,* induced Plaintiff and the New York Subclass Members to purchase Defendant's Products and to use the Products when they otherwise would not have. Defendant made the untrue and/or misleading statements and omissions willfully, wantonly, and with reckless disregard for the truth.

53. Plaintiff and the New York Subclass Members have been injured inasmuch as they purchased Products that were mislabeled. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and paid for.

54. Defendant's advertising and Products' packaging and labeling induced Plaintiff and the New York Subclass Members to buy Defendant's Products.

55. Defendant's deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law §349(a) and Plaintiff and the New York Subclass Members have been damaged thereby.

56. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiff and the New York Subclass Members are entitled to monetary, statutory, and compensatory damages, restitution, and disgorgement of all moneys obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

SECOND CAUSE OF ACTION
Violation of New York GBL § 350
(On behalf of Plaintiff and the New York subclass)

57. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

58. N.Y. Gen. Bus. Law § 350 provides, in part, as follows:

> False advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in this state is hereby declared unlawful.

59. N.Y. Gen. Bus. Law § 350-a(1) provides, in part, as follows:

> The term 'false 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. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions proscribed in said advertisement, or under such conditions as are customary or usual . . .

60. Defendant's labeling and advertisements contain untrue and materially misleading statements and omissions concerning its Products inasmuch as it misrepresents the protein per standardized serving.

61. Plaintiff and the New York Subclass Members have been injured inasmuch as they relied upon the labeling, packaging, and advertising and purchased Products that were mislabeled and of a lesser value. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and paid for.

62. Defendant's advertising, packaging, and Products' labeling induced Plaintiff and the New York Subclass Members to buy Defendant's Products.

63. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

64. Defendant's conduct constitutes multiple, separate violations of N.Y. Gen. Bus. Law § 350.

65. Defendant made the material omissions described in this Complaint in its advertising and on the Products' packaging and labeling.

66. Defendant's material misrepresentations were substantially uniform in content, presentation, and impact upon consumers at large. Moreover, all consumers purchasing the Products were and continue to be exposed to Defendant's material misrepresentations.

67. As a result of Defendant's recurring, "unlawful" deceptive acts and practices, Plaintiff and New York Subclass Members are entitled to monetary, statutory, and compensatory damages, restitution, and disgorgement of all moneys obtained by means of Defendant's unlawful conduct, interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

68. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

69. Defendant represented to Plaintiff and Class members that its Products contained 20 grams of protein per serving. Defendant misrepresented, concealed, and omitted material information concerning the actual protein density of its Products.

70. Plaintiff and Class Members conferred substantial benefits on Defendant by purchasing the Products at a premium without receiving a product that conformed to Defendant's representations.

71. Defendant knowingly and willingly accepted and enjoyed these benefits.

72. Defendant's retention of these benefits would be inequitable because Defendant obtained benefits to the detriment of Plaintiff and Class Members when Plaintiff and Class Members did not obtain their promised benefits.

73. As a direct and proximate result of Defendant's conduct, Plaintiff and Class members are entitled to restitution.

FOURTH CAUSE OF ACTION
Breach of Implied Warranty of Merchantability
(on behalf of Plaintiff and all Class Members)

74. Plaintiff repeats and realleges each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

75. The sale of Defendant's Products created an implied warranty of merchantability pursuant to U.C.C. § 2-314. Defendant breached the warranty implied in the contract for the sale of the Products because they were not "adequately contained, packaged, and labeled as the agreement may require," and did not "conform to the promise or affirmations of fact made on the container or label if any."

76. As a direct and proximate result of Defendant's breach of the implied warranties, Plaintiff and Class members have been injured and sustained damages.

PRAYER FOR RELIEF

WHEREFORE, the following relief is requested:

a. An order certifying this action as a class action pursuant to Fed. R. Civ. P. 23.

b. An award of statutory, compensatory, incidental, consequential, and punitive damages and restitution to the extent permitted by law in an amount to be proven at trial.

c. An order enjoining Defendant's unlawful conduct.

d. An award of attorneys' fees, expert witness fees, costs, and Class representative incentive awards as provided by applicable law.

e. An award of interest as provided by law, including pre-judgment and post-judgment interest.

f. Such other and further relief as this Court may deem just, equitable, or proper.

Dated: July 2, 2026

Respectfully submitted,

_*/s/ Brett R. Cohen*_____________

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Revised 03.23.2026; Effective 03.24.2026

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

JANA RABINOWITZ, individually and on behalf of all others similarly situated

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

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

Leeds Brown Law, P.C.; 134 Mineola Blvd.,Mineola, NY 11501; (516) 873-9550

DEFENDANTS

CHOBANI, LLC,

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)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☒ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)* Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee *
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
Class Action Fairness Act, 28 U.S.C. §1332(d) , New York GBL § 349, New York GBL § 350

Brief description of cause:
Deceptive and misleading business practices of Chobani with respect to the manufacturing, marketing, and sale of Defendant's Products

VII. REQUESTED IN COMPLAINT: ☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ $ 5,000,000

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

VIII. RELATED CASE(S) IF ANY *(See instructions)*: JUDGE ______ DOCKET NUMBER ______

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

* Please respond to Parts D & F on Page 2

PART A – CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is eligible for arbitration No (select yes or no) If no, please complete:

I, Brett R. Cohen, counsel for Jana Rabinowitz, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☑ monetary damages sought are in excess of $150,000.00 exclusive of interest and costs; or
- ☑ the complaint seeks injunctive relief; or
- ☐ the matter is otherwise ineligible for the following reason:

PART B – DISCLOSURE STATEMENT – FEDERAL RULES OF CIVIL PROCEDURES 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

PART C – RELATED CASE STATEMENT (Section VIII on the Page One of This Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on page one of this form. Rule 3(a) provides that "[a] civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "[a] civil case shall not be deemed 'related' to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be 'related' unless both cases are still pending before the court."

PART D – NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions in Part D, this case will be designated as a Central Islip case pursuant to Division of Business Rule 1(d)(3). You must select Office Code 2 if you answer "Yes" to any of the Part D questions.

If you answer "No" to all of the Part D questions, this case will be designated as a Brooklyn case and you must select Office Code 1.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County?........ No
2. In an action being brought against the United States, its officers or its employees, which **does not** involve real property, do the majority of the plaintiffs reside in Nassau or Suffolk County?........ No
3. If you answered "No" to Questions 1 and 2,
   a. Did a substantial part of the events or omissions giving rise to claim(s) occur in Nassau or Suffolk County?........ Yes
   b. Do the majority of defendants reside in Nassau or Suffolk County?........ No
   c. Is a substantial amount of any property at issue located in Nassau or Suffolk County?........ No
4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in Nassau or Suffolk County?........ No
5. If this is a petition based on an immigration detention (28 U.S.C. § 2241), did the arrest occur in Nassau or Suffolk County?........ No

PART E – BAR ADMISSION

1. I am currently admitted to practice in the Eastern District of New York and am currently a member in good standing of the bar of this Court........ Yes
   If no, please see instructions and Local Civil Rule 1.3.
2. Are you currently the subject of any disciplinary action(s) in this or any other federal or state court?........ No
   If yes, please explain. Add an additional page if needed.

PART F – IMMIGRATION HABEAS PETITIONS

1. Is this petition based on an immigration detention, pursuant to 28 U.S.C. § 2241?........ No
2. Does this case require immediate attention of a judge?........ No

If you answered "Yes" to Part F, Question 2, and you are filing this action after business hours, please see the Court's instructions for filing emergency applications after hours: https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours. If you do not follow the instructions, your case will not be assigned to a judge until the following business day.

I certify the accuracy of all information provided above.

Date: 7/2/26 Signature: [signature]

JS 44 Reverse (Rev. 03.24.2026)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM 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 service of pleading 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. The attorney filing a case should complete the form as follows:

Page One Instructions

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Page Two Instructions

A. Certification of Arbitration Eligibility: Indicate whether the case is eligible for arbitration under Local Civil Rule 83.7. If you answer No, please check at least one of the reasons that the case is not eligible.
B. Disclosure Statement - Federal Rules of Civil Procedure 7.1: If additional space is needed, please add the parties on an additional page.
C. Related Case Statement: If additional space is needed, please add the parties on an additional page.
D. Division of Business Rule 1(d)(3): Your answers in this section will determine whether your case will be designated as a Central Islip or Brooklyn case. Failure to complete this section may result in a delay assigning your case to a judge. Answer all five (5) questions in this part, including 3(a), 3(b), and 3(c).
E. Bar Admission: Answer both questions.
F. Immigration Habeas: Answer both questions.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

JANA RABINOWITZ, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

CHOBANI, LLC,

Defendant(s)

Civil Action No. 2:26-cv-3990

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* CHOBANI, LLC,
200 Lafayette Street,
New York, New York 10013

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: Brett R. Cohen, Esq.
Leeds Brown Law, P.C.
134 Mineola Blvd,
Mineola, NY 11501

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

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 2:26-cv-3990

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 $ 0.00 .

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: