

# EXHIBIT A

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Attorney # 006662000

Attorneys for Plaintiffs and the putative class

<p>MARTCHELA POPOVA MLADENOV, MLADEN MLADENOV, CHAN M. MAO, on behalf of themselves and those similarly situated, Plaintiff</p> <p>vs.</p> <p>WHOLE FOODS, INC.</p> <p>Defendant</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION-CIVIL PART CAMDEN COUNTY</p> <p>DOCKET NO.: L- 4790-14 CIVIL ACTION</p> <p>SUMMONS</p>
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From The State of New Jersey

To the Defendant Named Above: **WHOLE FOODS, INC.**

The plaintiffs, named above, have filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-

888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at [http://www.judiciary.state.nj.us/prose/10153\\_deptyclerklawref.pdf](http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf).

Dated:

\_\_\_\_\_  
Clerk of the Superior Court

Name of defendant to be served:

**WHOLE FOODS, INC.**

Address for service:

930 Sylvan Avenue

Englewood Cliffs, NJ 07632

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FILED  
DEC 15 2014

Attorneys for Plaintiffs and the putative class

<p>MARTCHELA POPOVA MLADENOV, MLADEN MLADENOV, CHAN M. MAO, on behalf of themselves and those similarly situated, Plaintiffs</p> <p>vs.</p> <p>WHOLE FOODS, INC.</p> <p>Defendant</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION-CIVIL PART CAMDEN COUNTY</p> <p>DOCKET NO.: L- 4790-14 CIVIL ACTION</p> <p><b>CLASS ACTION COMPLAINT AND JURY DEMAND</b></p>
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**NATURE OF THE ACTION**

1. This class action stems from Defendant's violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (hereinafter "the CFA") as well as Defendant's breach of its express warranty. Specifically, Plaintiffs allege that Defendant engaged into deceptive, false, misleading, fraudulent and unconscionable commercial practices in the sale, marketing, and/or advertising of bread and bakery products sold in its stores.

### JURISDICTION AND VENUE

2. All claims in this matter arise exclusively under New Jersey law.
3. Defendant Whole Foods, Inc. (hereinafter “Defendant” or “WF”) conducts business in the State of New Jersey. Defendant conducts business in Camden County, New Jersey.
4. Venue in this action properly lies in Camden County as WF does business there, and many putative class members undoubtedly reside there.

### PARTIES

5. Plaintiff Chan M. Mao (hereinafter “Ms. Mao”) resides in Camden County, New Jersey.
6. Plaintiff Martchela Popova Mladenov (hereinafter “Ms. Popova-Mladenov”) resides in Burlington County, New Jersey.
7. Plaintiff Mladen Mladenov (hereinafter “Mr. Mladenov”) resides in Burlington County, New Jersey.
8. Defendant Whole Foods Market, Inc. (hereinafter “Defendant”) is a Delaware for profit corporation with a principal place of business located at 550 Bowie Street, Austin, Texas 78703.

### CLASS ACTION ALLEGATIONS

9. Plaintiffs bring this class action pursuant to R. 4:32, on behalf of themselves and the class defined as:

**All individuals and entities within the state of New Jersey who purchased loaves of bread and/or bakery products from a Whole Foods Market store located in New Jersey on or after December 14, 2008.**

10. Plaintiffs also bring this action as a class action pursuant to R. 4:32, on behalf of a sub-class defined as:

**All individuals and entities within New Jersey who purchased loaves of bread and/or bakery products from a Whole Foods Market store located in New Jersey, using a credit card, debit card or via Whole Foods Market's "shop online" program on or after December 14, 2008.**

11. The class and sub-class for whose benefit this action is brought are so numerous that joinder of all members is impracticable.
12. Upon information and belief, the proposed class is composed of over 10,000 individuals and each proposed sub-class is composed of at least 5000 individuals.
13. All claims in this matter arise from the identical, false, written affirmative statements on the packaging, which states in uniform language that:

**THE WHOLE TRUTH AND NOTHIN' BUT... WE BAKE DAILY, USING ONLY THE FRESHEST INGREDIENTS, INCLUDING CAGE-FREE EGGS, NATURAL BUTTERS AND THE BEST QUALITY UNBLEACHED, UNBROMATED FLOUR AVAILABLE.**

14. Moreover, Defendant has engaged into deceptive, false, misleading, fraudulent and unconscionable commercial practices in their sale and marketing of bread and bakery products sold in its stores by inconspicuously posting signs that state "MADE IN HOUSE BAGELS AND ROLLS" and "MADE IN HOUSE BREAD."
15. There are common questions of law and fact affecting the rights of the class and subclass members, including, inter alia, the following:
  - a. Whether Defendant sold certain bread and bakery products falsely advertising them as "made in store" and baked daily "using only the freshest ingredients, including cage-free eggs, natural butters and the best quality unbromated flour available," when Defendant actually did not bake these products in store.
  - b. Whether Defendant sold certain bread and bakery products that were not baked in store while Defendant falsely advertised these products as "baked in store."

20. Plaintiffs have no interest antagonistic to, or in conflict with, the class or sub-class.
21. Plaintiffs will thoroughly and adequately protect the interests of the class and sub-class, having retained qualified and competent legal counsel to represent themselves and the class and sub-class.
22. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.
23. A class action is the only practical, available method for the fair and efficient adjudication of the controversy since, *inter alia*, the damages suffered by each member were less than \$10 per each loaf of bread or bakery product and, as such, individual actions are not economically feasible.
24. Common questions of law and fact will predominate, and there will be no unusual manageability issues.

#### **FACTUAL ALLEGATIONS**

25. Defendant is in the business of manufacturing, distributing, marketing, and selling of various bread and bakery goods including but not limited to bread, bagels, croissants, cookies, cakes, pies, muffins, and rolls.
26. Defendant maintains 12 Whole Foods Market stores in the State of New Jersey.
27. Whole Foods Market's website advertises the high quality standards, stating:

**Standards that aren't standard anywhere else. We don't sell just anything. The products we sell must meet our rigorous standards. From basic ingredients to farm animal welfare, seafood sustainability, body care, cleaning products and more, trust us to do the research so you can shop with peace of mind.**



28. The same page lists "Our Quality Standards," which states, inter alia, "We are committed to foods that are fresh, wholesome and safe to eat."
29. Whole Foods Market's bread and bakery packaging contains a statement that its products are baked daily, using only the freshest ingredients.
30. The in-store signs such as "MADE IN HOUSE BAGELS AND ROLLS" and "MADE IN HOUSE BREAD" also advertise and suggest that all of its baked goods are freshly baked by Defendant in its stores.
31. Whole Foods Market's prices are generally higher than those of competing grocery stores because the value of Defendant's products derives from its "high quality" and the fact that it is "healthier" than the competitors' food products.
32. In fact, Defendant's "Company Info" states, "America's Healthiest Grocery Store." Moreover, its "Core Values" states, inter alia, "We offer value to our customers by providing them with high quality products, extraordinary service and a competitive price."
33. Therefore, it was Defendant's intent to induce consumers to purchase its bread and bakery products by falsely stating that they are daily baked in stores; when they are pre-baked by elsewhere and delivered to each store, and/or stored frozen or at certain temperature for a period of time and/or reheated or half-baked prior to sale.
34. It was Defendant's intent to mislead consumers they are buying bread and bakery products that were "made in house" from scratch when Defendant sold bread and bakery products that were frozen, delivered to its stores, and then re-baked or partially baked in store.

35. Plaintiffs have repeatedly purchased bread and bakery products from Defendant.
36. Plaintiffs purchased bread and bakery products from Defendant because Plaintiffs believed they were buying products that were freshly made in store from scratch.
37. Plaintiffs also purchased the bread and bakery products from Defendant because of their misleading statement that they are freshly baked in stores on a daily basis.
38. Plaintiffs are health conscious individuals who are willing to pay a premium for bread and bakery products made in store. Plaintiffs would not have purchased bread and bakery products at a premium cost if they had known that Defendant's products were in fact baked at another facility, delivered to and/or stored at its stores under a certain temperature for a period of time, and/or reheated prior to its sale.
39. Defendant continues to misleadingly and falsely advertise that its bread and bakery products as "freshly baked," "made in store," "baked daily" in stores when many of its bread and bakery products are delivered from another facility.

**FIRST CLASS COUNT**

**THE NEW JERSEY CONSUMER FRAUD ACT  
N.J.S.A. 56:8-1 et seq.**

40. Plaintiffs incorporate all preceding paragraphs of this Complaint as though fully pled herein.
41. The New Jersey Consumer Fraud Act ( hereinafter "CFA") clearly applies to all sales of Defendant's bread and/or bakery products sold in Whole Foods Market stores located in the State of New Jersey.
42. CFA provides that:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, **misrepresentation, or the knowing, concealment, suppression, or omission of any material fact** with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, **whether or not any person has in fact been misled, deceived or damaged thereby, is declared an unlawful practice.** N.J.S.A. 56:8-1 et seq (emphasis added).

43. Specifically, the CFA provides:

**It shall be an unlawful practice for any person to misrepresent on any menu or other posted information, including advertisements, the identity of any food or food products to any of the patrons or customers of eating establishments including but not limited to restaurants, hotels, cafes, lunch counters or other places where food is regularly prepared and sold for consumption on or off the premises.** N.J.S.A. 56:8-2.9 (emphasis added).

44. Acts constituting misrepresentation of identity of food are:

- a. **Its description is false or misleading** in any particular;
  - b. **Its description omits information** which by its omission renders the description false or misleading in any particular;
  - c. It is served, sold, or distributed under the name of another food or food product;
  - d. It purports to be or is represented as a food or food product for which a definition of identity and standard of quality has been established by custom and usage unless it conforms to such definition and standard.
- N.J.S.A. 56:8-2.10 (emphasis added).

45. Defendant violated the CFA by, among other things:

- A. Its misrepresentation of the material fact that its bread and/or bakery products were made in store on a daily basis. Many of Defendant's bread and bakery products are in fact delivered frozen and re-baked before sale.
- B. Its omission of material fact or disclosing that certain bread loaves and bakery products were in fact frozen and not made in store.
- C. Its misrepresentation or omission of information of the identity of the bread or the bakery products sold in its stores. Specifically, the posted signs or descriptions of its bread or bakery products proffer statement that the goods were made in store. The posted

signs or description omit information that the goods were baked elsewhere and delivered to the store. The posted signs and/or product description misrepresent the origin of the bread. The posted signs and/or product description mislead consumers and lead them to believe that all Defendant's bread and bakery products were made in store when in fact many types of bread and bakery products advertised as "made in house" are delivered frozen and reheated or re-baked immediately before sale.

46. Plaintiffs and other similarly situated consumers have purchased and consumed Defendant's bread and bakery products without knowing that some of these products were in fact pre-baked by another vendor or facility, frozen, delivered to the store, and then re-baked, boiled, or reheated in store.
47. Plaintiffs and other similarly situated consumers reasonably believed that the bread and bakery products they purchased were all made in store by Defendant. Plaintiffs and all other similarly situated consumers relied on Defendant's misrepresentations and omissions when they purchased bread and bakery products at a premium price. In fact, Plaintiffs would not have purchased the bread and bakery products from Defendant had they known that the bread and bakery products were not "made in store" as Defendant falsely advertised.
48. Plaintiffs have suffered an ascertainable loss arising from Defendant's violation of the CFA. Plaintiffs' ascertainable loss is equal to the amount of money they spent on the bread or bakery products that they would not have purchased had the accurate information been properly disclosed to them.
49. All members of the Class also suffered the same ascertainable loss as Plaintiffs.
50. Plaintiffs and all those similarly situated are entitled to a refund of all money spent on the purchase of bread or bakery products that were not "made in store" as advertised by Defendant pursuant to N.J.S.A. 56:8-2.11.

**SECOND CLASS COUNT**

**INJUNCTIVE AND DECLARATORY RELIEF UNDER THE NEW JERSEY  
DECLARATORY JUDGMENTS ACT  
N.J.S.A. 2A:16-51 et seq.**

51. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.
52. Plaintiffs and the class need, and are entitled to, a declaration that certain signs and/or descriptions that the bread and/or bakery products are baked in store are inaccurate.
53. Each Plaintiff and class member has a significant interest in this matter.
54. A justifiable controversy was presented in this case, rendering declaratory judgment appropriate.
55. In addition, because the unlawful uniform conduct of Defendant continues, and its on-going, the class also needs, and is entitled to, an order enjoining Defendant from selling any pre-baked, frozen bread and/or baked product or bread and bakery products made in other facility, with any labeling, signs, descriptions, or packaging suggesting that the goods are either made in store and/or daily.
56. Defendant shall be enjoined from its unlawful practices which include but are not limited to: a) inducing consumers to purchase bread and bakery products based on false and/or misleading advertisement; b) inducing consumers to purchase bread and bakery goods by concealing material facts; c) misleading consumers to pay a premium price for certain bread and bakery products by posting or proffering misleading and/or false advertising signs or descriptions ; d) profiting from its unlawful actions.

**THIRD CLASS COUNT**

**BREACH OF EXPRESS WARRANTY**

57. Plaintiffs incorporate all preceding paragraphs as though fully set forth at length herein.

58. By operation of New Jersey law, Defendant entered into a contract with each Plaintiff and class member when the member purchased its bread or bakery product in New Jersey.
59. By operation of New Jersey law, the terms of this contract included an express warranty incorporating the identical affirmation, promise and description by Defendant regarding its bread or bakery products, made in writing on its packaging, which stated that the goods are baked daily, and posted signs in writing in its stores, which stated that the goods were made in store.
60. The relevant terms and language of the express warranty between Defendant and each member of the class are identical.
61. Defendant has breached the terms of this express warranty in an identical manner for each class member because the bread or bakery products did not and could not conform to the affirmation, promise and description on the packaging or the in-store signs.
62. As a direct and proximate result of this breach of express warranty by Defendant, each member of the class has suffered economic loss.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that this court:

- a. Certify the proposed class as a class action pursuant to R. 4:32;
- b. Enter an order for injunctive and declaratory relief as described herein;
- c. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. Award Plaintiffs reasonable attorneys' fees and costs;

- e. Award Plaintiffs and the class treble damages;
- f. Award each class member a \$100 statutory penalty under N.J.S.A. 56:12-17;
- g. Grant such other and further legal and equitable relief as the court deems just and equitable.

**JURY DEMAND**

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

**CERTIFICATION PURSUANT TO R. 4:5-1**

Pursuant to R. 4:5-1, I hereby certify to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that I know of no party who should be joined in the action at this time.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

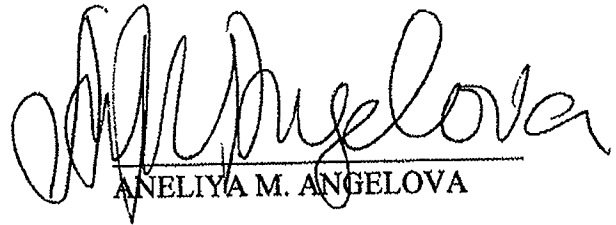
**CERTIFICATION PURSUANT TO N.J.S.A. 56:8-1 et seq.**

The undersigned hereby certify that a copy of this complaint has been forwarded to the Attorney General of the State of New Jersey and the Camden County Officers of Consumer Affairs.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Aneliya M. Angelova, Esq. is hereby designated as trial counsel for the Plaintiffs and the class in the above matter.

DATED: 12/14/2014





ANELIYA M. ANGELOVA

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10 000 LINCOLN DR. EAST  
SUITE 201  
MARLTON, NEW JERSEY 08053  
Tel: (609)-271-3573  
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Attorney # 903602012



**Appendix XII-B1**

 <p style="text-align: center;"><b>CIVIL CASE INFORMATION STATEMENT (CIS)</b></p> <p style="text-align: center;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i>. Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
ATTORNEY/PRO SE NAME Anellya M. Angelova, Esq.		TELEPHONE NUMBER (609) 271-3573	COUNTY OF VENUE Camden
FIRM NAME (if applicable) Angelova Law Firm, LLC		DOCKET NUMBER (when available) <i>L-4790-14</i>	
OFFICE ADDRESS 10000 Lincoln Dr. East Suite 201 Marlton, New Jersey 08053		DOCUMENT TYPE CIVIL ACTION COMPLAINT	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Martchela Popova Mladenov, Plaintiff Mladen Mladenov, Plaintiff Chan M. Mao, Plaintiff		CAPTION Martchela Popova Mladenov, Mladen Mladenov, Chan M. Mao, on behalf of themselves and those similarly situated v. Whole Foods, Inc.	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS Consumers	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: <i>Anellya M. Angelova</i>			

Side 2



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I - 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II - 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 821 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

**Track III - 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV - Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (Track IV)**

- |  |   |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT)  | 288 PRUDENTIAL TORT LITIGATION                            |
| 271 ACCUTANE/ISOTRETINOIN              | 289 REGLAN  |
| 274 RISPERDAL/SEROQUEL/ZYPREXA         | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION                |
| 278 ZOMETHA/ARELIA                     | 291 PELVIC MESH/GYNECARE                                  |
| 279 GADOLINIUM                         | 292 PELVIC MESH/BARD                                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 282 FOSAMAX                            | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 284 NUVARING                           | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS       | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 288 LEVAQUIN                           | 601 ASBESTOS  |
| 287 YAZYASMIN/OCELLA                   | 623 PROPECIA  |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59

MARTCHELA POPOVA MLADENOV ET-AL  
PLAINTIFF  
- VS -  
WHOLE FOODS INC.  
DEFENDANT

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION CAMDEN COUNTY  
Docket No. CAM-L-4790-14

**Person to be Served**  
WHOLE FOODS INC.  
930 SYLVAN AVENUE  
ENGLEWOOD CLIFFS, NJ 07632

**AFFIDAVIT OF SERVICE**  
(For Use By Private Service)

**Papers Served:** SUMMONS, JURY DEMAND, CLASS ACTION COMPLAINT, CERTS., DESIGNATION OF TRIAL COUNSEL, CIS

**Service Data:**

Served Successfully  Not Served \_\_\_\_\_ Date: 12/22/2014 Time: 1:15PM Attempts: \_\_\_\_\_

<input type="checkbox"/>	Delivered a copy to him/her personally	Name of person served and relationship / title:
<input type="checkbox"/>	Left a copy with a competent household member of over 14 years of age residing therein...	<u>LEE LLOYD</u> <u>RECEPTIONIST</u>
<input checked="" type="checkbox"/>	Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.	<u>JAN 8 2015</u>

**Description of Person Accepting Service:**

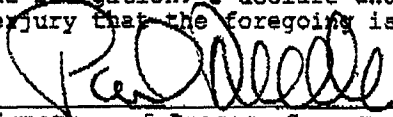
SEX: **FEMALE** COLOR: **BLACK** HAIR: **BLACK** APP. AGE: **50** APP. HT: **5/7** APP. WT: **145**  
OTHER: **GLASSES**

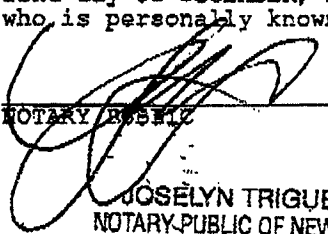
**Comments Or Remarks:**

**Server Data:**

Subscribed and Sworn to before me on the 22nd day of DECEMBER, 2014 by the affiant who is personally known to me.

I, PAUL DELLAVALLE, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

  
Signature of Process Server 12/22/2014  
Date

  
NOTARY PUBLIC  
JOSELYN TRIGUEROS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires October 18, 2016

Our Job Number: 136356

NJLS Process Service  
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