



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

THE NATIONAL CONSUMERS LEAGUE

Vs.

C.A. No.

2014 CA 008202 B

GERBER PRODUCTS CO.

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Lee F. Satterfield

Case Assigned to: Judge MAURICE ROSS

Date: December 24, 2014

Initial Conference: 9:00 am, Friday, April 03, 2015

Location: Courtroom 100

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

Caio.doc

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

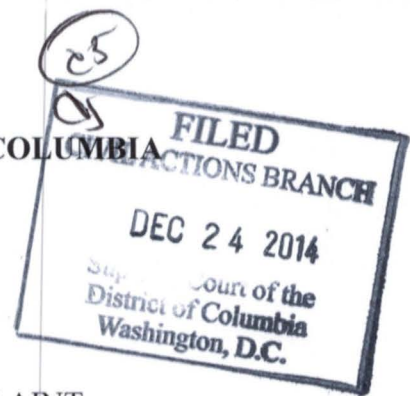
A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Lee F. Satterfield

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION



THE NATIONAL CONSUMERS LEAGUE
1701 K Street, #1200, NW,
Washington, DC 20006

Plaintiff,

v.

GERBER PRODUCTS CO., a corporation
d.b.a Nestlé Nutrition,
Nestlé Infant Nutrition, and
Nestlé Nutrition North America
12 Vreeland Road – 2nd Floor
Florham Park, NJ 07932

Defendant.

COMPLAINT

14 - 0008202

Civil Action No. _____

Plaintiff, the National Consumers League by its undersigned attorneys, brings this action on behalf of the General Public of the District of Columbia against Nestlé Infant Nutrition and its wholly owned subsidiaries ("Defendant"), and alleges the following:

INTRODUCTION

1. This action is brought by Plaintiff on behalf of the General Public of the District of Columbia pursuant to District of Columbia Code §28-3905(k)(1). Plaintiff National Consumers League is a non-profit organization located in the District of Columbia.

2. Defendant, to induce parents to purchase their formula, has represented in various advertisements and commercials that Gerber® Good Start Gentle® formula would prevent or reduce the risk of babies' developing allergies.

3. Gerber makes these claims despite having twice petitioned the FDA for approval in making the claims and twice being denied for lack of scientific support.

COMPLETED



Case: 2014 CA 008202 B



4. Defendant falsely represented to consumers, through marketing and advertising campaigns, that its Good Start Gentle® formula product will prevent or reduce the risk of babies' developing allergies when it has not been proven to do so.

5. Defendant touted such false product attributes in order to induce parents into purchasing Good Start Gentle® formula for their children.

6. The D.C. Public was damaged by Defendant's misrepresentations.

JURISDICTION AND VENUE

7. Jurisdiction of this Court is founded on D.C. Code § 11-921. This Complaint arises under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq.* and the Court, therefore, has subject matter jurisdiction thereunder.

8. Venue is proper in this District. The claims asserted in this complaint arise, in part, within this District. Plaintiff resides in this District and seeks to represent residents of this District who have purchased Gerber® Good Start Gentle® formula from the Defendant. Many of these transactions occurred in retail stores located in this District. Defendant transacts business in this District and has caused injury within this District.

9. As a result of the facts alleged in this Complaint, this Court has personal jurisdiction over the Defendant. The Defendant sells and markets its products to stores and consumers in the District of Columbia. The Defendant has transacted business in the District of Columbia; caused tortious injury in the District of Columbia via acts or omissions occurring therein; and derived substantial revenue from products sold in the District of Columbia.

PARTIES

10. Plaintiff, National Consumers League, is a non-profit, 501(c)(3) public interest organization located in the District of Columbia at 1701 K Street, #1200, NW, Washington, District of Columbia 20006.

11. Defendant Gerber Products Company, Inc., doing business as Nestlé Infant Nutrition, is a Michigan Corporation with its principal place of business at 12 Vreeland Road, #2, Florham Park, NJ 07932. Gerber Products Company, Inc. operates as a subsidiary of Nestlé Holdings, Inc. Nestlé Holdings, Inc. is incorporated under the laws of the State of Delaware and with its principal office or place of business at 1209 Orange Street, Wilmington, DE 19801. Nestlé Holdings, Inc. is a wholly-owned subsidiary of, and is controlled by, Nestlé S.A., a corporation organized, existing, and doing business under and by virtue of the laws of Switzerland, with its principal executive offices located at Avenue Nestlé 55, CH-1800 Vevey, Switzerland. In 2007, when Gerber was acquired by Nestlé, Gerber made over \$300 million in net operating profit. Gerber supplies some 71% of the American market for baby food. According to the Fortune Global 500, Nestlé S.A. is the 72nd largest company in the world, with revenues of nearly \$100 billion in 2014.

12. At all times material to this complaint, defendant has labeled, advertised, distributed and/or sold Good Start Gentle® formula to consumers throughout the United States.

THE INTERESTS OF NCL & THE GENERAL PUBLIC

13. Plaintiff acts for the benefit of the General Public as a Private Attorney General pursuant to District of Columbia Code §28-3905(k)(1).

14. The NCL has worked diligently to promote accurate labeling of consumer goods. It has investigated, publicized, and/or litigated on mislabeling for lemon juice, vine-ripened

tomatoes, extra-virgin olive oil, sunflower seeds, bread, false health claims on cereal, and adulterated honey.

15. Plaintiff focuses its advocacy on consumer protection, including efforts to promote accurate labeling on food products.

16. Plaintiff, through its agents, purchased Gerber® Good Start Gentle® formula containers. On December 16, 2014 it purchased a 12.7 oz container from CVS at 1101 Connecticut Ave, N.W. and on December 17, 2014 it purchased a 23.2 oz container from Safeway at 5545 Connecticut Ave, N.W.

17. Defendant Gerber® marketed its Good Start Gentle® infant formula to District of Columbia residents with false representations that the formula would prevent or reduce the risk of babies' developing allergies.

18. Upon information and belief, Defendant has caused damage and adverse effects to residents of this District.

FACTUAL BACKGROUND

19. Defendant began selling canned baby food in 1927 in Fremont, Michigan.

20. Since at least 2011 it has manufactured, packaged, labeled, advertised, offered for sale, distributed and sold Good Start Gentle® formula.

21. The price of Good Start Gentle® formula ranges from approximately \$16-25 per 12.7 oz container of powdered formula.

22. Good Start Gentle® formula is made with partially hydrolyzed whey proteins, which defendant advertises as easier to digest than formula made with intact cow's milk proteins.

23. Defendant further claims that feeding this formula to infants will prevent or reduce the infant's risk of developing allergies.

24. Defendant, to induce parents to purchase their formula, has represented in various advertisements and commercials that Gerber® Good Start Gentle® formula would prevent or reduce the risk of babies' developing allergies. Gerber makes these claims despite having twice petitioned the FDA for approval in making the claims and twice being denied for lack of scientific support.

25. Defendant has made such health claims on the packages of their Good Start Gentle® formula, including the following:

- A gold label sticker on the front of the formula can reads: "1st & ONLY Routine Formula TO REDUCE THE RISK OF DEVELOPING ALLERGIES. See label inside."
- Badge on product label reads: "1st & Only Meets FDA Qualified Health Claim."

26. The advertising for Good Start Gentle® formula also contains health claims, including the following:

- A television commercial wherein the announcer says "You want your Gerber baby to have your imagination ... Your smile ... Your eyes ... Not your allergies. The Gerber Generation knows that breastfeeding is the best way to naturally protect your baby. But if you introduce formula, choose the Gerber Good Start Comfort Proteins Advantage. It's what makes Good Start formula easy to digest and may also provide protective benefits for your baby. Gerber Good Start Gentle. Nutrition inspired by breastmilk."
- A print advertisement depicting a baby's face and a Good Start Gentle® formula can, the text of which reads: "The Gerber Generation says, 'I love Mommy's eyes, not her allergies.' If you have allergies in your family, breastfeeding your baby can help reduce their risk. And, if you decide to introduce formula, research shows the formula you first provide your baby may make a difference. In the case of Gerber Good Start Gentle Formula, it's the Comfort Proteins Advantage that is easy to digest and may also deliver protective benefits. That's why Gerber Good Start Gentle Formula is nutrition inspired by breastmilk."

- Another print advertisement reads: “The first formula fed may make a difference. Gerber Good Start is the first and only infant formula that meets the criteria for a FDA Qualified Health Claim.”
- Other print advertisements contain the badge reading “1st Formula With FDA Qualified Health Claim.”

27. The United States Food and Drug Administration (“FDA”) defines a health claim as one that “characterizes the relationship between a substance and a disease or health-related condition.”

28. Authorized health claims (aka “unqualified” health claims) “must be supported by significant scientific agreement among qualified experts that the claim is supported by the totality of publicly available scientific evidence for a substance/disease relationship.”

29. Qualified health claims do not meet the standard for an authorized health claim, and so instead “must be accompanied by a disclaimer or other qualifying language to accurately communicate the level of scientific evidence supporting the claim.” “All health claims, whether unqualified or qualified, require pre-market review by FDA.”¹

30. In June 2005, Defendant asked the FDA to authorize a health claim that partially hydrolyzed whey protein formula reduced the risk of food allergies in infants.

31. In May 2006, the FDA denied the petition, on the grounds that there was “no credible” evidence to support the relationship between partially hydrolyzed whey protein infant formula and a reduced risk of food allergy in infants.²

¹ FDA, Questions and Answers: Qualified Health Claims in Food Labeling (Sept. 28, 2005), available at <http://www.fda.gov/Food/IngredientsPackagingLabeling/LabelingNutrition/ucm207974.htm> (last visited Dec. 22, 2014)

² See Qualified Health Claims: Letter of Denial – 100 percent Partially Hydrolyzed Whey Protein in Infant Formula and Reduced Risk of Food Allergy in Infants (Docket No. 2005Q-0298) (May 11, 2006), available at

32. In reaching its decision in 2006, the FDA reviewed the 216 articles and reports cited by Defendant.

33. In 2009, Defendant again asked the FDA to approve a health claim for their partially hydrolyzed whey protein formula, this time the more limited claim that the formula reduced the risk of developing *atopic dermatitis* in infants.

34. The FDA again rejected the request, and issued a letter of enforcement discretion stating it would consider allowing Defendant to make the highly-qualified claim that “the relationship between 100% Whey-Protein Partially Hydrolyzed infant formulas and the reduced risk of atopic dermatitis is uncertain, because there is little scientific evidence for the relationship.”³

35. The claims made on the packaging of the Gerber® Good Start Gentle® formula, as well as those made in the advertisements for the product in various media, do not contain the limiting language mandated in the FDA letter of enforcement discretion.

36. In 2014, Defendant received a warning letter from the FDA informing Defendant that its Gerber® Good Start Gentle® formula was misbranded in violation of the Federal Food, Drug, and Cosmetic Act.⁴

37. The FDA stated that it had previously “considered and denied” Defendant’s petition “to make a qualified health claim characterizing the relationship between the

<http://www.fda.gov/Food/IngredientsPackagingLabeling/LabelingNutrition/ucm073313.htm> (last visited Dec 22, 2014).

³ See 100% Whey-Protein Partially Hydrolyzed Infant Formula and Reduced Risk of Atopic Dermatitis (May 24, 2011), available at <http://www.fda.gov/Food/IngredientsPackagingLabeling/LabelingNutrition/ucm256731.htm> (last visited Dec. 22, 2014).

⁴ See Warning Letter (Oct. 31, 2014), available at: <http://www.fda.gov/ICECI/EnforcementActions/WarningLetters/2014/ucm423087.htm> (last visited Dec.22, 2014).

consumption of 100% partially hydrolyzed whey protein infant formula and reduced risk of food allergy in infants.”

38. The FDA stated that it reviewed the scientific evidence Defendant submitted to the FDA and concluded that there was “no credible evidence to support a qualified health claim relating the consumption of 100 percent whey protein partially hydrolyzed to a reduced risk of food allergy in infants.”

39. As the 2014, the FDA continued to be “aware of no such credible evidence that has been developed since the time the petition was denied that would provide support for making a claim characterizing the relationship between the consumption of 100% partially hydrolyzed whey protein infant formula and reduced risk of food allergy in infants.”

40. The misrepresentations on the labels of Gerber® Good Start Gentle® formula and in its advertising create the false impression that the product reduces the risk of developing allergies when in fact there is “no credible evidence” between 100% partially hydrolyzed whey protein infant formula and food allergies and “little scientific evidence” between 100% whey-protein partially hydrolyzed and atopic dermatitis.

41. The gold seal logos depicted on the Gerber® Good Start Gentle® formula label and in its print advertisements creates the false impression that the FDA has approved the statement that use of the formula reduces the risk of developing allergies.

42. The logos also create a false impression that the FDA approved the references to multiple “allergies” (plural), when in fact the FDA only permitted significantly limited language for one allergy (atopic dermatitis).

43. Defendant affirmatively misrepresented the “benefits” of Gerber® Good Start Gentle® formula in order to convince the public to purchase and use the product, resulting in substantial profits to Gerber to the detriment of the D.C. general public.

44. Defendant’s representations mislead and/or have the ability to mislead parents to believe that the Gerber® Good Start Gentle® formula has the tangible result of reducing the risk of allergy development. These claims are false, deceptive and misleading. Gerber has little to no scientific or clinical proof to support its claims about Good Start Gentle® formula as beneficially impacting the incident rates of food allergies or atopic dermatitis.

45. Defendant knows, or should know, that its statements misrepresent the attributes of Gerber® Good Start Gentle® formula and that the formula does not have the purported affect on infants’ allergy development.

46. Defendant’s deceptive advertising had a material effect on purchasers of Gerber® Good Start Gentle® formula. As a result of Defendant’s deceptive advertising, as set forth herein, members of the D.C. Public have been damaged.

COUNT I
(Violation of the District of Columbia Consumer Protection Procedures Act)

47. This Count is brought pursuant to the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901 *et seq.*

48. This Count is alleged against the Defendant on behalf of the General Public of the District of Columbia pursuant to District of Columbia Code § 28-3905(k)(1)(A), (C) and (D).

49. D.C. Code § 28-3904 makes it an unlawful trade practice “whether or not any consumer is in fact misled, deceived or damaged thereby,” to, among other things:

- (a) represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;
- (d) represent that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another;
- (e) misrepresent as to a material fact which has a tendency to mislead;
- (f) fail to state a material fact if such failure tends to mislead;
- (f-1) use innuendo or ambiguity as to a material fact, which has a tendency to mislead;
- (h) advertise or offer goods or services without the intent to sell them as advertised or offered;
- (u) represent that the subject of a transaction has been supplied in accordance with a previous representation when it has not;

50. In marketing its Good Start Gentle® formula, Gerber violated the above provisions of the District of Columbia Consumer Procedures Protection Act by, *inter alia*, falsely (mis)representing or implying that buying Good Start Gentle® formula and feeding it to their babies, parents would reduce or otherwise beneficially impact the risk of their babies developing allergies.

51. Plaintiff, on behalf of the General Public of the District of Columbia, hereby seeks restitution, equitable and injunctive relief, and treble damages or statutory damages in the amount of \$1,500 per violation, whichever is greater, pursuant to D.C. Code § 28-3905(k)(2). Plaintiff and the General Public of the District of Columbia further seek reasonable attorneys’ fees and costs plus interest.

PRAYER FOR RELIEF

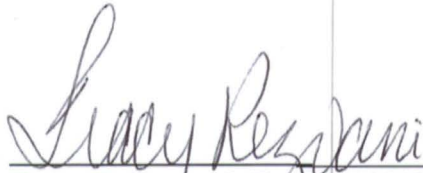
WHEREFORE, Plaintiff prays for judgment against the Defendant, and in favor of Plaintiff and the D.C. Public, and grant the following relief:

- a) declaring that Defendant's conduct is in violation of the D.C. Consumer Protection Procedures Act;
- b) enjoining Defendant's conduct found to be in violation of the D.C. Consumer Protection Procedures Act;
- c) granting Plaintiff and the General Public of the District of Columbia treble damages or statutory damages in the amount of \$1,500 per violation, whichever is greater;
- d) granting Plaintiff its costs of prosecuting this action, including attorneys' fees, experts' fees and costs together with interest; and
- e) granting such other relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: December 24, 2014



Tracy D. Rezvani (Bar No. 464293)

REZVANI VOLIN, P.C.

1050 Connecticut Avenue, N.W., Tenth Floor
Washington, D.C. 20036

Phone: (202) 350-4270 x101

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mbartos@finkelsteinthompson.com
ebenick@finkelsteinthompson.com

Counsel for Plaintiff



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

The National Consumers League

Plaintiff

vs.

Case Number

14-0008202

Gerber Products Co, dba Nestle Nutrition, Nestle Infant Nutrition & Nestle Nutrition North
Defendant America

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Tracy D. Rezvani

Name of Plaintiff's Attorney

1050 Connecticut Ave NW 10th Fl

Address

Washington, DC 20036

(202) 350-4270

Telephone

如需翻译, 请打电话 (202) 879-4828

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

Đề có một bài dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화주시시오 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

Clerk of the Court

By

Deputy Clerk

Date

12/24/14

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
Vea al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
 500 Indiana Avenue, N.W., Suite 5000
 Washington, D.C. 20001 Teléfono: (202) 879-1133

The National Consumers League

Demandante

contra

Número de Caso: _____

Gerber Products Co, dba Nestle Nutrition, Nestle Infant Nutrition & Nestle Nutrition North America

Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veinte (20) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que Usted le entregue al demandante una copia de la Contestación o en el plazo de cinco (5) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

Tracy D. Rezvani

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante

1050 Connecticut Ave NW 10th Fl

Por: _____

Dirección **Washington, DC 20036**

Subsecretario

(202) 350-4270

Fecha _____

Teléfono

如需翻译,请打电话 (202) 879-4828

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

Để có một bản dịch, hãy gọi (202) 879-4828

번역을 원하시면, (202) 879-4828 로 전화하십시오

የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO, O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍAN RETENERLE SUS INGRESOS, O PODRÍAN TOMAR SUS BIENES PERSONALES O RAÍCES Y VENDERLOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede afrontar el costo de uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse de otros lugares donde puede pedir ayuda al respecto.

Vea al dorso el original en inglés
 See reverse side for English original

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

The National Consumer League INFORMATION SHEET

14-0008202

Case Number: _____

Date: 12/24/2014

vs
Gerber Products Co, dba Nestle Nutrition, Nestle
Infant Nutrition & Nestle Nutrition North America

☐ One of the defendants is being sued
in their official capacity.

Name: (Please Print) Tracy D. Rezvani	Relationship to Lawsuit
Firm Name: Rezvani Volin P.C.	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: Six digit Unified Bar No.: (202) 350-4270 x101 464293	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: ☐ Non-Jury ☐ 6 Person Jury ☒ 12 Person Jury
Demand: \$ Statutory damages, and equitable or inj relief Other: _____
in excess of jurisdictional limit

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS

- | | |
|--|---|
| <input type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 07 Personal Property |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 09 Real Property-Real Estate |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 12 Specific Performance |
| <input type="checkbox"/> 15 Special Education Fees | <input type="checkbox"/> 13 Employment Discrimination |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | |

COLLECTION CASES

- | |
|---|
| <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent |
| <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent |
| <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |

B. PROPERTY TORTS

- | | | |
|---|---|--|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | <input type="checkbox"/> 06 Traffic Adjudication |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|--|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 09 Harassment | <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 20 Friendly Suit |
| <input checked="" type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) | <input type="checkbox"/> 23 Tobacco |
| <input checked="" type="checkbox"/> 08 Fraud | <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE ☐ IF USED

Information Sheet, Continued

C. OTHERS

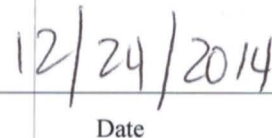
- | | | |
|---|---|--|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 10 T.R.O./ Injunction | <input type="checkbox"/> 25 Liens: Tax/Water Consent Granted |
| <input type="checkbox"/> 02 Att. Before Judgment | <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 26 Insurance/ Subrogation |
| <input type="checkbox"/> 04 Condemnation (Emin. Domain) | <input type="checkbox"/> 12 Enforce Mechanics Lien | Under \$25,000 Consent Denied |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 27 Insurance/ Subrogation |
| <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 17 Merit Personnel Act (OEA) | Over \$25,000 Pltf. Grants Consent |
| Under \$25,000 Pltf. | (D.C. Code Title 1, Chapter 6) | <input type="checkbox"/> 28 Motion to Confirm Arbitration |
| Grants Consent | <input type="checkbox"/> 18 Product Liability | Award (Collection Cases Only) |
| <input type="checkbox"/> 08 Quiet Title | <input type="checkbox"/> 24 Application to Confirm, Modify, | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 09 Special Writ/Warrants | Vacate Arbitration Award | <input type="checkbox"/> 30 Liens: Tax/ Water Consent Denied |
| (DC Code § 11-941) | (DC Code § 16-4401) | <input type="checkbox"/> 31 Housing Code Regulations |
| | | <input type="checkbox"/> 32 Qui Tam |
| | | <input type="checkbox"/> 33 Whistleblower |
| | | <input type="checkbox"/> 34 Insurance/Subrogation |
| | | Over \$25,000 Consent Denied |

II.

- | | | |
|---|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena |
| <input type="checkbox"/> 06 Foreign Judgment | <input type="checkbox"/> 19 Enter Administrative Order as | [Rule 28-1 (b)] |
| <input type="checkbox"/> 13 Correction of Birth Certificate | Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 14 Correction of Marriage | 2-1802.03 (h) or 32-1519 (a)] | <input type="checkbox"/> 23 Rule 27(a) (1) |
| Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | (Perpetuate Testimony) |
| | 42-3301, et seq.) | <input type="checkbox"/> 24 Petition for Structured Settlement |
| | | <input type="checkbox"/> 25 Petition for Liquidation |



Attorney's Signature



Date