

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

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By J. Covarrubias, Deputy Clerk

16 Attorneys for Plaintiff SIR CAESAR LA TOUR II
17 Individually and on behalf of all others similarly situated.
18 [Additional Counsel Listed on Next Page]

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF LOS ANGELES**

21 SIR CAESAR LA TOUR II, individually and
22 on behalf of all others similarly situated,

23 Plaintiff,

24 v.

25 ALDI FOODS, INC., an Illinois Corporation;
26 ALDI, INC., a Delaware Corporation; ALDI
27 EXPRESS, a Joint Venture; and DOES 1-50,
28 inclusive,

Defendants.

CASE NO.: 26STCV30404

COMPLAINT FOR:

1. **Violation of Business & Professions Code § 17203, et seq. (Unlawful and Unfair Business Practices)**

1 David R. Markham (SBN 071814)

2 *dmarkham@markham-law.com*

3 Lisa Brevard (SBN 323391)

4 *lbrevard@markham-law.com*

5 **THE MARKHAM LAW FIRM**

6 888 Prospect Street, Suite 200

7 La Jolla, CA 92037

8 Telephone: (619) 399-3995

9 Facsimile: (619) 323-1684

10 Alex Katofsky (SBN 202754)

11 *alex@apkatlaw.com*

12 **LAW OFFICES OF ALEX KATOFSKY**

13 5743 Corsa Ave, #123

14 Westlake Village CA 91362

15 Telephone: 818-340-3600

1 Plaintiff, SIR CAESAR LA TOUR II, (“Plaintiff”), by and through his attorneys of
2 record, bring this Complaint seeking public injunctive relief against ALDI EXPRESS, a Joint
3 Venture with Aldi Inc.; DOES 1-50, inclusive, (collectively “Defendants”) and alleges on
4 information and belief as follows:

5 **I. NATURE OF THE ACTION**

6 1. This is an action under California’s Unfair Competition Law (“UCL”), Business
7 and Professions Code sections 17200 et seq., seeking prospective public injunctive relief only
8 pursuant to Business and Professions Code section 17203.

9 2. Plaintiff seeks public injunctive relief to prohibit Defendants from continuing
10 business practices that violate federal laws and regulations governing the Supplemental Nutrition
11 Assistance Program (“SNAP”) and Electronic Benefit Transfer (“EBT”) transactions and that
12 threaten continuing injury to California members of the general public who use SNAP benefits to
13 purchase groceries online from ALDI.

14 3. SNAP is a federal nutrition-assistance program intended to enable eligible low-
15 income households to purchase food. Congress and the United States Department of Agriculture
16 (“USDA”), through its Food and Nutrition Service (“FNS”), have established requirements
17 governing retailers authorized to accept SNAP benefits.

18 4. Among those requirements is the fundamental principle of equal treatment: a
19 SNAP-authorized retailer may not charge SNAP customers different prices for eligible food or
20 otherwise subject SNAP customers to materially different terms and conditions because they use
21 SNAP benefits.

22 5. Specifically, Federal SNAP regulations prohibit authorized SNAP retailers from
23 treating SNAP/EBT customers differently the non-SNAP customers in retail transactions.
24 Specifically, 7 C.F.R. section 278.2(b) provides that “[n]o retail food store may establish special
25 procedures which impede the participation of households in the Food Stamp Program,” and further
26 provides that “coupon customers shall not be treated differently from other customers.” Federal
27 regulations further prohibit retailers from imposing materially different prices, terms, conditions,
28 discounts, or services on SNAP/EBT consumers than those offered to non-SNAP consumers.

1 6. The United States Department of Agriculture (“USDA”) and Food and Nutrition
2 Service (“FNS”) expressly instruct SNAP-authorized retailers that they “MUST OFFER
3 ELIGIBLE FOODS AT THE SAME PRICES AND ON THE SAME TERMS AND
4 CONDITIONS TO SNAP-EBT CUSTOMERS AS OTHER CUSTOMERS” and “CANNOT
5 TREAT SNAP-EBT CUSTOMERS DIFFERENTLY THAN ANY OTHER CUSTOMER.”
6 USDA/FNS guidance further explains that retailers may not impose special requirements,
7 restrictions, or disadvantages on SNAP/EBT customers that are not imposed on other consumers.

8 7. Federal law separately limits SNAP benefits to the purchase of eligible food. SNAP
9 benefits may not be used to pay delivery charges, service charges, convenience charges, or other
10 non-food fees associated with an online grocery transaction.

11 8. These protections are particularly important in online grocery transactions. USDA
12 requirements contemplate that an online retailer accepting SNAP benefits must distinguish
13 between SNAP-eligible food and non-SNAP charges and provide a mechanism through which the
14 consumer can pay non-SNAP charges through another form of payment.

15 9. Contrary to these obligations, Defendants nevertheless implemented and
16 maintained an online grocery purchasing structure with pricing and transactional practices that
17 resulted in SNAP/EBT consumers paying higher prices, receiving materially different pricing
18 terms, and/or being denied equal pricing treatment when purchasing groceries through the
19 Instacart platform.

20 10. Defendants maintain and/or participate in an online purchasing system through
21 which consumers may purchase ALDI groceries using SNAP/EBT benefits. Plaintiff alleges that,
22 in connection with that system, consumers seeking to use SNAP/EBT benefits are subjected to
23 prices, purchasing pathways, and/or transactional terms that differ from those available in
24 connection with otherwise comparable online purchases of ALDI groceries.

25 11. As alleged in further detail below, Plaintiff personally experienced this differential
26 treatment when he purchased groceries using his SNAP/EBT benefits and was charged more than
27 the price quoted for the same grocery items in an otherwise comparable online transaction.
28

1 12. Plaintiff further alleges that Defendants' online SNAP/EBT purchasing and
2 payment practices result in SNAP benefits being charged amounts beyond those lawfully
3 attributable to the purchase of SNAP-eligible food and/or otherwise fail to properly segregate
4 SNAP-eligible food purchases from charges or costs that may not lawfully be paid with SNAP
5 benefits.

6 13. These practices constitute unlawful and unfair business practices because, among
7 other things, they subject consumers using SNAP/EBT benefits to unequal pricing and/or
8 transactional treatment and permit SNAP benefits designated for the purchase of eligible food to
9 be charged in a manner inconsistent with federal SNAP requirements.

10 14. The United States Department of Agriculture ("USDA") and Food and Nutrition
11 Service ("FNS") expressly instruct SNAP-authorized retailers that SNAP benefits can only be
12 used for purchase of eligible food, not for other ancillary charges such as delivery charges.
13 Specifically, 7 CFR 274.7(a)- SNAP - § 274.7 **Benefit redemption by eligible households states**
14 **at section (a) *Eligible food*:** Program benefits may be used only by the household, or other
15 persons the household selects, to purchase eligible *food* for the household, which includes, for
16 certain households, the purchase of prepared meals....

17 15. Contrary to these obligations, Defendants implemented and maintained
18 transactional practices that resulted in SNAP/EBT consumers paying for other charges such as
19 delivery services using the SNAP/EBT benefits, and by not providing or permitting a modality for
20 Plaintiff to pay separately for such delivery services on the Aldiexpress web link. As such, Aldi
21 Express services, charged its customers for delivery services using the EBT/SNAP benefits in
22 violation of 7 CFR 274.7(a).

23 16. The Instacart FAQ page also provides that the use of EBT SNAP cards are for the
24 purchase of food, incidental charges for speed, delivery, taxes, tips, and other incidental charges
25 are to be paid separately by a non-EBT SNAP form of payment, contrary to the FAQ page and the
26 CFR.

1 17. These practices affect not merely Plaintiff, nor a defined group of existing
2 customers, but members of the California public who now or in the future seek to purchase
3 groceries from ALDI using SNAP benefits.

4 18. The relief requested in this action is therefore prospective and public in nature. Its
5 primary purpose and effect is to prevent future violations of consumer-protection laws and federal
6 SNAP requirements and to protect members of the public from being subjected to unlawful SNAP
7 pricing and payment practices.

8 19. Any benefit Plaintiff may receive from the requested injunction would be incidental
9 to the benefit conferred upon California consumers generally.

10 **II. JURISDICTION AND VENUE**

11 20. This Court has jurisdiction over this action because this is a civil action where the
12 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the
13 Court. Acts and omissions complained of in this action took place in the State of California.

14 21. Venue is proper because upon information and belief, Defendant conducts
15 substantial business in this county, maintains retail stores, factories and offices in this county, and
16 employs numerous employees in this county.

17 22. This Court has jurisdiction over this action pursuant to the California Constitution
18 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
19 except those given by statute to other courts. The statutes under which this action is brought do not
20 give jurisdiction to any other court.

21 23. This action arises under California Business and Professions Code sections 17200
22 et seq. and seeks equitable relief authorized by section 17203.

23 24. This Court has jurisdiction over Defendants because, upon information and belief,
24 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
25 avails itself of the California market so as to render the exercise of jurisdiction over it by the
26 California Courts consistent with traditional notions of fair play and substantial justice.

27 25. Venue is proper in this Court because upon information and belief, one or more of
28 the Defendants, reside, transact business, or have offices in this County and/or the acts or

omissions alleged herein took place in this County.

II. PARTIES

26. Plaintiff SIR CAESAR LA TOUR II, is a resident of California. Plaintiff purchased groceries from the Aldi Express Storefront via the Instacart mobile application and paid for the groceries with his EBT/SNAP benefits during the class period. Plaintiff was charged a premium for the purchase of his groceries for using EBT/SNAP benefits.

27. ALDI FOODS INC., an Illinois Corporation, operates as a grocery and retail store business.

28. ALDI FOODS INC. operates grocery retail stores throughout California and partners with Instacart to facilitate online grocery sales and SNAP/EBT transactions. It operates in 38 states, including California [<https://www.aldi.us/store/aldi/storefront>]. It operates brick-and-mortar supermarkets. It also sells to online customers through Aldi Express, Instacart and, in some areas, through Grubhub. [<https://www.grubhub.com>] Aldi, Inc. has been approved by the Department of Agriculture to accept and redeem SNAP/EBT benefits payments for the groceries it sells and does so.

29. ALDI, INC., is a Delaware Corporation and has its headquarters in Batavia, Illinois. It operates in 38 states, including California [<https://www.aldi.us/store/aldi/storefront>]. It operates brick-and-mortar supermarkets. It also sells to online customers through Aldi Express, Instacart and, in some areas, through Grubhub. [<https://www.grubhub.com>] ALDI, INC. has been approved by the Department of Agriculture to accept and redeem SNAP/EBT payments for the groceries it sells and does so.

30. Plaintiff is informed and believes that “ALDI EXPRESS” is a joint venture of ALDI, INC. and Instacart and acts as a branded online grocery fulfillment and delivery service operated, controlled, administered, and/or jointly implemented by Defendants.

31. Defendant ALDI FOODS, INC. conducted business using the name ‘ALDI EXPRESS’ on consumer receipts and transaction records.”

32. Plaintiff is informed and believes that Aldi Express operates as a joint venture and jointly administered online grocery fulfillment and delivery platform involving ALDI and

1 Instacart. [[https://investors.instacart.com/news-releases/news-release-details/aldi-launches-30-](https://investors.instacart.com/news-releases/news-release-details/aldi-launches-30-minute-delivery-new-instacart-powered-virtual)
2 [minute-delivery-new-instacart-powered-virtual](https://investors.instacart.com/news-releases/news-release-details/aldi-launches-30-minute-delivery-new-instacart-powered-virtual)]. Aldi Express has its own website which lists
3 many of the groceries sold at Aldi's retail stores. Aldi Express acts as an online intermediary to
4 sell groceries retailed at Aldi supermarkets to customers who shop online. Aldi Express' website
5 describes it as a joint venture between Aldi, Inc. and Instacart and also describes it as "part" of
6 Defendant Aldi, Inc.[[https://www.esmmagazine.com/technology/aldi-launches-aldi-express-with-](https://www.esmmagazine.com/technology/aldi-launches-aldi-express-with-instacart-for-faster-delivery-242079)
7 [instacart-for-faster-delivery-242079](https://www.esmmagazine.com/technology/aldi-launches-aldi-express-with-instacart-for-faster-delivery-242079)]. Aldi Express also accepts EBT benefits payments on behalf
8 of ALDI, FOODS INC. Both ALDI, INC. and ALDI EXPRESS act in concert as a joint enterprise,
9 for profit.

10 33. Other than identified herein, Plaintiff is unaware of the true names, capacities,
11 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
12 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
13 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
14 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
15 ascertained.

16 34. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted as
17 the agent, employee, alter ego, joint venture, co-conspirator, and/or representative of each
18 remaining Defendant and acted within the course and scope of such relationship.

19 **III. THE FEDERAL SNAP REQUIREMENTS**

20 35. SNAP is administered by USDA through FNS pursuant to the Food and Nutrition
21 Act and implementing federal regulations.

22 36. Under 7 C.F.R. section 274.7(a), SNAP program benefits may be used only to
23 purchase eligible food for the household, subject to limited exceptions not relevant here.

24 37. Consistent with this restriction, delivery fees and other fees associated with online
25 grocery purchases are not SNAP-eligible purchases.

26 38. Retailers participating in SNAP online purchasing are therefore required to
27 maintain systems capable of distinguishing between SNAP-eligible purchases and non-SNAP
28 charges.

1 39. Online SNAP purchasing systems must permit split-tender transactions so that non-
2 SNAP-eligible items, delivery charges, service fees, and other non-eligible charges can be paid
3 using a payment method other than SNAP benefits.

4 40. This requirement prevents retailers from depleting a household's limited food-
5 assistance benefits to pay the retailer for services rather than food.

6 **A. SNAP CUSTOMERS ARE ENTITLED TO EQUAL TREATMENT**

7 41. Federal regulations separately require equal treatment of consumers using SNAP
8 benefits.

9 42. Title 7 C.F.R. section 278.2(b) requires that SNAP benefits be accepted for eligible
10 foods at the same prices and on the same terms and conditions applicable to purchases of the same
11 foods by other customers, except for specified differences such as the prohibition on charging
12 sales tax to SNAP purchases.

13 43. Title 7 C.F.R. section 274.7(f) further requires EBT systems to be implemented and
14 operated in a manner that maintains equal treatment for SNAP households in accordance with
15 section 278.2(b).

16 44. USDA/FNS has accordingly instructed SNAP-authorized retailers that eligible
17 foods must be offered to SNAP/EBT customers at the same prices and on the same terms and
18 conditions offered to other customers and that retailers may not treat SNAP/EBT customers
19 differently.

20 45. In the online context, USDA/FNS specifically instructs that while an online
21 retailer's prices need not necessarily be identical to its brick-and-mortar prices, the online prices
22 must be the same for all online customers, including customers using SNAP benefits.

23 46. These requirements prohibit a retailer from conditioning a consumer's use of SNAP
24 benefits upon acceptance of a higher-priced purchasing channel that the consumer would not
25 otherwise be required to use.

26 **IV. FACTUAL ALLEGATIONS**

27 47. Defendants market and operate a platform through which California consumers
28 may purchase groceries online from ALDI stores using SNAP/EBT benefits.

1 48. Defendants maintain centralized pricing, payment processing, transactional, and
2 promotional systems governing online grocery purchases made through the Instacart platform.

3 49. Defendants knowingly participate in and process SNAP/EBT transactions through
4 their platform.

5 50. As SNAP-authorized retailers and/or SNAP transaction facilitators, Defendants are
6 subject to federal SNAP laws, regulations, and directives.

7 51. Federal SNAP regulations prohibit SNAP-authorized retailers from charging SNAP
8 consumers higher prices or otherwise treating SNAP consumers differently than non-SNAP
9 consumers.

10 52. Specifically, 7 C.F.R. section 278.2(b) prohibits authorized retailers from imposing
11 discriminatory pricing or transactional treatment upon SNAP households.

12 53. Federal regulations require that SNAP recipients receive treatment equal to that
13 received by other customers at stores authorized to participate in SNAP. *See* 7 C.F.R. §§ 278.2(b),
14 274.7(f). USDA/FNS guidance further instructs retailers that eligible foods must be offered to
15 SNAP/EBT customers “at the same prices and on the same terms and conditions” as other
16 customers, and that retailers “cannot treat SNAP-EBT customers differently than any other
17 customer.”

18 54. The Equal Treatment Rule prohibits both discriminatory surcharges and
19 preferential treatment. In practical terms, a retailer cannot charge an EBT customer more than a
20 non-EBT customer for the same item.

21 55. These regulations apply to retailers authorized to accept SNAP/EBT benefits,
22 including retailers operating online grocery purchasing and fulfillment systems.

23 56. USDA and FNS guidance further instruct retailers that they “MUST OFFER
24 ELIGIBLE FOODS AT THE SAME PRICES AND ON THE SAME TERMS AND
25 CONDITIONS TO SNAP-EBT CUSTOMERS AS OTHER CUSTOMERS” and “CANNOT
26 TREAT SNAP-EBT CUSTOMERS DIFFERENTLY THAN ANY OTHER CUSTOMER.”

27 <https://www.fns.usda.gov/snap/retailer/training/notice/equal-treatment-rule> (Last visited May 22,
28 2026).

1 57. Plaintiff was qualified for SNAP benefits and held an EBT debit card.

2 58. On or about May 4, 2026, Plaintiff utilized the Instacart mobile application to
3 purchase groceries online from ALDI.

4 59. Plaintiff selected ALDI as the vendor and selected the option that the items would
5 be purchased by means of his EBT benefits card. He then selected the groceries he wished to
6 purchase, and the mobile application gave him a series of price quotes for the various items. He
7 then purchased them. His receipt is attached as **Exhibit A** hereto and shows the prices charged for
8 each item, and the total for his purchase, which was \$25.45. **Exhibit A**, the online receipt, shows
9 the purchase as having been made from “Aldi Express.”

10 60. Shortly thereafter, at almost the same time, he again went online onto the mobile
11 Instacart application and again selected ALDI as the vendor. This time, however, he selected use
12 of a non-EBT debit card; the ALDI, INC. Storefront he was now using would not allow use of a
13 SNAP EBT card.

14 61. The total to be charged for the exact same items was \$22.61. The store from which
15 the items were to then be picked up was the same. The prices quoted and the total are shown in
16 the shopping cart of the Instacart application, a screenshot of which is attached hereto as **Exhibit**
17 **B**.

18 62. The only difference between the two transactions was the selected method of
19 payment.

20 63. Plaintiff is informed and believes, and thereon alleges, that Defendants
21 implemented and maintained pricing and transactional practices that resulted in SNAP/EBT
22 consumers being charged higher prices, receiving materially different pricing terms, denied
23 equivalent discounts, and/or otherwise receiving unequal treatment than non-SNAP consumers.

24 64. Defendants’ conduct violates established public policy reflected in federal SNAP
25 regulations and USDA/FNS directives requiring equal treatment of SNAP/EBT consumers.

26 65. Plaintiff is informed and believes that Defendants maintained exclusive possession,
27 custody, and control over the pricing algorithms, pricing structures, payment systems,
28 transactional data, promotional systems, and fulfillment architecture governing SNAP/EBT

1 purchases.

2 66. Defendants' conduct unfairly imposed higher grocery prices and materially
3 different transactional treatment upon economically vulnerable consumers utilizing SNAP benefits
4 to purchase essential food items.

5 67. Defendants failed to adequately disclose that SNAP/EBT consumers would
6 allegedly receive materially different pricing treatment.

7 68. Plaintiff reasonably relied upon Defendants' representations and omissions
8 concerning pricing equality and SNAP/EBT acceptance.

9 69. As a direct and proximate result of Defendants' conduct, Plaintiff lost money
10 and/or property. Defendants have also derived revenue from their unfair and unlawful practices
11 described herein in an amount to be proved at trial.

12 70. Plaintiff is informed and believes and thereon alleges that Defendants thereby
13 caused SNAP benefits to subsidize or pay, directly or indirectly, costs associated with delivery,
14 expedited fulfillment, and/or services that are not eligible for payment with SNAP benefits.

15 71. To the extent Defendants contend that the higher ALDI Express grocery prices are
16 justified by the expedited delivery or fulfillment service received through ALDI Express, that
17 contention further demonstrates the unlawful structure challenged here: SNAP food benefits are
18 being depleted to pay prices increased because of a service for which SNAP benefits cannot
19 lawfully be used.

20 72. Conversely, if the higher prices are not attributable to delivery or fulfillment
21 services, then imposing those higher prices upon consumers because they use the SNAP-enabled
22 purchasing channel constitutes unequal treatment of SNAP households.

23 73. Under either characterization, the challenged structure subjects SNAP consumers to
24 an unlawful choice: pay higher prices for eligible food in order to use SNAP benefits online, or
25 have their limited SNAP food benefits used to absorb costs attributable to services for which
26 SNAP benefits may not lawfully be used.

27 **FIRST CAUSE OF ACTION**

28 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

1 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17203)**

2 **(Against All Defendants)**

3 74. Plaintiff incorporates and re-alleges each and every allegation contained above as
4 though fully set forth herein.

5 75. Business and Professions Code section 17200 prohibits any unlawful, unfair, or
6 fraudulent business act or practice.

7 76. The UCL's unlawful prong incorporates violations of other laws and treats them as
8 independently actionable unfair competition.

9 77. Defendants' conduct constitutes an unlawful business practice because it violates
10 and/or causes violations of federal requirements governing SNAP-authorized retailers and
11 SNAP/EBT transactions, including 7 C.F.R. sections 274.7(a), 274.7(f), and 278.2(b).

12 78. Defendants violate the equal-treatment requirements reflected in 7 C.F.R. sections
13 274.7(f) and 278.2(b) by maintaining an online purchasing structure under which consumers
14 seeking to use SNAP benefits are charged higher prices and/or subjected to materially different
15 terms and conditions for eligible groceries than consumers purchasing the same groceries online
16 through other payment methods.

17 79. Defendants further violate federal SNAP requirements by structuring ALDI
18 Express transactions in a manner that causes delivery, expedited fulfillment, service, convenience,
19 and/or other non-SNAP-eligible costs to be incorporated into or recouped through amounts
20 charged against consumers' SNAP benefits.

21 80. Defendants' practices also constitute unfair business practices under section 17200.

22 81. The practices offend the legislatively and regulatorily declared public policy
23 requiring equal treatment of SNAP households and restricting SNAP benefits to eligible food.

24 82. The practices impose substantial injury upon consumers because SNAP households
25 possess limited benefits intended specifically for the purchase of food. Increasing the price of
26 groceries because a consumer uses SNAP, or depleting SNAP benefits to subsidize delivery and
27 service costs, reduces the quantity of food those benefits can purchase.

28 83. Consumers cannot reasonably avoid the injury where the ability to use SNAP

1 benefits online is conditioned upon utilizing the purchasing structure selected by Defendants.

2 84. Any utility Defendants derive from the challenged practices can be achieved
3 through lawful alternatives, including equal online pricing treatment and transparent split-tender
4 payment systems that allocate non-SNAP fees to a separate payment method.

5 85. Plaintiff has standing to assert this claim because he has suffered injury in fact and
6 lost money or property as a result of Defendants challenged practices and therefore has standing to
7 bring this action under Business and Professions Code section 17204.

8 86. A plaintiff who satisfies section 17204's standing requirement may seek injunctive
9 relief under section 17203 irrespective of whether restitution is sought or available.

10 87. Plaintiff seeks public injunctive relief designed to prohibit continuing violations of
11 law that threaten future injury to members of the general public. As a result of the unfair, unlawful
12 and/or fraudulent business practices described above, Plaintiff and other similarly situated
13 members of the general public have suffered and will continue to suffer irreparable harm unless
14 Defendants are restrained from continuing to engage in these unfair and unlawful business
15 practices.

16 88. The primary purpose and effect of the requested injunction is to require Defendants
17 to cease unlawful practices in future SNAP transactions with members of the public.

18 89. Plaintiff's individual injury has already occurred. The injunction requested herein
19 will not compensate Plaintiff for that injury. Any prospective benefit to Plaintiff would arise only
20 incidentally and in the same manner as the benefit afforded to any other member of the public who
21 seeks to purchase ALDI groceries using SNAP benefits.

22 90. Unless enjoined, Defendants may continue the challenged practices and California
23 consumers using SNAP benefits will remain subject to unlawful pricing and payment practices.

24 91. Plaintiff is therefore entitled to prospective public injunctive relief pursuant to
25 Business and Professions Code section 17203.

26 92. Plaintiff has assumed the responsibility of enforcement of the laws and public
27 policies specified here by suing on behalf of themselves and other similarly situated members of
28 the general public who used SNAP benefits to purchase groceries via ALDI's online platforms in

1 California. Plaintiff's success in this action will enforce important rights affecting the public
2 interest. Plaintiff will incur a financial burden in pursuing this action in the public interest, and an
3 award of injunctive relief would confer a significant benefit on the public. Pursuant to Code of
4 Civil Procedure § 1021.5, Plaintiff requests that the court award reasonable attorneys' fees and
5 costs incurred by him in this action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of themselves and the general public, prays for
8 judgment against Defendants, as follows:

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff and members of the Class request a jury trial in this matter.

- 11 A. A judicial declaration that Defendants' conduct is unlawful, unfair and/or fraudulent
12 and an order halting Defendants from maintaining or implementing practices that
13 charge consumers using SNAP/EBT benefits higher prices for eligible foods, or impose
14 materially different pricing terms or conditions upon such consumers, in violation of
15 applicable SNAP equal-treatment requirements;
- 16 B. An Order prohibiting Defendants from requiring or directing consumers seeking to use
17 SNAP/EBT benefits into a materially higher-priced online purchasing channel when
18 equivalent online purchasing options are available to consumers using other payment
19 methods;
- 20 C. An Order prohibiting Defendants from charging against SNAP/EBT benefits any
21 delivery, service, convenience, expedited-fulfillment, or other non-SNAP-eligible fee
22 or from embedding, incorporating, or recouping such charges through amounts
23 represented and charged as SNAP-eligible food;
- 24 D. An Order requiring Defendants, to the extent necessary to comply with applicable
25 SNAP requirements, to maintain a lawful split-tender mechanism that separates SNAP-
26 eligible food purchases from non-SNAP-eligible fees and charges;
- 27 E. Costs of suit;
- 28

1 F. Pre- and post-judgment interest;

2 G. Attorneys' fees pursuant to Code of Civil Procedure §1021.5; and

3 H. Such other equitable relief as the Court may deem just and proper.

4
5
6 Dated: September 24, 2026

JAMES HAWKINS APLC
THE MARKHAM LAW FIRM
LAW OFFICES OF ALEX KATOFISKY

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8
9 By: _____

10 Gregory Mauro
11 Lauren Falk
12 David R. Markham
13 Lisa Brevard
14 Alex Katofsky

15 Attorneys for Plaintiff SIR CAESAR LA
16 TOUR II, individually and on behalf of all
17 others similarly situated.
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EXHIBIT A



Uday delivered your order

Your order from ALDI Express was placed on May 4th, 2026 at 4:57 PM and delivered on May 4th, 2026 at 5:45 PM to 1565 North Wilson Avenue, Fresno CA 93728.

5

 Items Found

ITEMS FOUND (ALDI EXPRESS)	5
PANTRY	
Reggano Grated Parmesan Cheese (8 oz) 1 x \$3.39 ✓ Sale savings: \$0.10	\$3.49 \$3.39
SPECIAL REQUEST	
Benton's Chocolate Chip Cookie Thins (4 oz) 1 x \$2.89	\$2.89
Simply Nature Organic Grass Fed 85/15 Ground Beef (1 lb) 1 x \$7.09	\$7.09
Carlini Vegetable Oil (48 fl oz) 1 x \$4.49	\$4.49



PurAqua Pink Grapefruit Sparkling Flavored Frost Water (17 fl oz)

2 x \$0.69

\$1.38

ORDER TOTALS

EBT SNAP items	\$19.34
Checkout Bag Fee	\$0.12
Tip	\$2.00
Service Fee	\$3.99
Beverage Container Fee	\$0.10
\$0 standard delivery fee	-\$2.99

Total \$25.45

\$0 Delivery!

You saved \$0.10

CHARGES

EBT ending in 6474

Original SNAP charge \$19.34

Your remaining balance as of 05/04/26 at 4:57pm PDT was \$67.75.

[Learn more](#)

Total charged \$19.34

CHARGES

Visa ending in 3028

Original charge \$6.11

Your ApplePay card was temporarily authorized for \$6.23. You should see the hold removed and a final charge reflected on your statement within 7 business days of order completion depending on your bank's policies.

[Learn more](#)

Total charged \$6.11

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EXHIBIT B



Daisy delivered your order

Your order from ALDI was placed on May 4th, 2026 and delivered on May 4th, 2026 at 5:31 PM

5

Items Found

ITEMS FOUND (ALDI)	5
BEVERAGES	
PurAqua Pink Grapefruit Sparkling Flavored Frost Water (17 fl oz) 2 x \$0.65	\$1.30
MEAT & SEAFOOD	
Simply Nature Organic Grass Fed 85/15 Ground Beef (1 lb) 1 x \$6.59	\$6.59
PANTRY	
Carlini Vegetable Oil (48 fl oz) 1 x \$4.15	\$4.15



Reggano Grated Parmesan Cheese (8 oz)

1 x \$3.09

✓ Sale savings: \$0.16

\$3.25

\$3.09

SNACKS

Benton's Chocolate Chip Cookie Thins (4 oz)

1 x \$2.65

\$2.65

ORDER TOTALS

Items Subtotal \$17.78

Checkout Bag Fee \$0.12

Sales Tax \$0.12

Tip \$2.00

Service Fee \$2.49

Beverage Container Fee \$0.10

\$0 standard delivery fee -\$7.99

Total \$22.61

\$0 Delivery!

You saved \$0.16

CHARGES

Visa ending in 4768

Original charge \$22.61

Your ApplePay card was temporarily authorized for \$22.49. You should see the hold removed and a final charge reflected on your statement within 7 business days of order completion depending on your bank's policies.

[Learn more](#)

Total charged \$22.61

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Aldi Lawsuit Claims Grocer Discriminates Against California Consumers Who Use SNAP, EBT Benefits](#)
