

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

**RON GOLDSTEIN, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

Civil Action No. _____

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453, Defendant Chick-fil-A, Inc. (“Chick-fil-A” or “Defendant”), hereby removes Case No. 2022-009265-CA-01 from the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “State Court Action”) to the United States District Court for the Southern District of Florida. Chick-fil-A’s grounds for removal are as follows:

I. PRELIMINARY STATEMENT

1. On or about May 19, 2022, Plaintiff Ron Goldstein (“Plaintiff”) initiated the State Court Action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.¹

2. The State Court Action Complaint alleges that “Chick-fil-A imposes hidden delivery charges on its customers” by “secretly mark[ing] up food prices for delivery orders by a

¹ Chick-fil-A states that, as Plaintiff’s claims are for breach of contract and unjust enrichment, the appropriate designation for type of case on the civil cover sheet should be “contract and indebtedness.” Therefore, given that the amount of controversy exceeds \$750,000 (as discussed herein), this case would be subject to mandatory assignment to the Complex Business Litigation Section pursuant to Administrative Order No. 17-11.

hefty 25-30%”. Compl. ¶¶ 3-4. Plaintiff asserts claims for: (1) Breach of Contract and (2) Unjust Enrichment. *Id.* at ¶¶ 91-101. Plaintiff filed his claims on behalf of himself and “[a]ll persons in Florida who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, ordered food delivery through the Chick-fil-A mobile app or website, and were assessed higher delivery charges than represented.” *Id.* at ¶ 74.

3. This Action is a civil class action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A) (“Class Action Fairness Act” or “CAFA”), and is one that may be removed to this Court pursuant to the provisions of 28 U.S.C. §§ 1446 and 1453. This Action (i) seeks relief on behalf of a purported class of persons; (ii) in which at least one member is a citizen of a state different from that of Defendant; (iii) the number of affected people is not less than 100; and (iv) the amount allegedly in controversy exceeds \$5,000,000, exclusive of interests and costs. *See* 28 U.S.C. § 1332(d)(2), (d)(5)(B).

4. Chick-fil-A denies Plaintiff’s allegations, denies it engaged in any wrongdoing, disputes Plaintiff’s asserted claims, and disputes that Plaintiff is entitled to any relief on an individual or class-wide basis. Chick-fil-A discusses Plaintiff’s claims and allegations herein solely to demonstrate the propriety of removal.

5. Chick-fil-A has not taken any action in the State Court Action.

II. CAFA JURISDICTION PURSUANT TO 28 U.S.C. § 1332(d)(2)(A)

6. CAFA provides for original federal jurisdiction “of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. §1332(d)(2)(A).

7. Covered Class Action. A case satisfies CAFA’s class action requirement if it is “filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B). The present action satisfies this definition as Plaintiff’s suit is brought “on behalf of himself and a class of similarly situated persons,” including those who “ordered food delivery through the Chick-fil-A mobile app or website, and were assessed higher delivery charges than represented.” Compl. ¶ 74. The Complaint itself is also styled as a “Class Action Complaint,” and contains an entire section devoted to “Class Allegations” purporting to be “[p]ursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3).” *Id.* at ¶¶ 74–83.

8. Diversity. The diversity requirement of § 1332(d) is satisfied when “any member of a class of plaintiffs is a citizen of a State different from any defendant.” The citizenship of a corporation for purposes of determining diversity jurisdiction is based upon the place of incorporation and the principal place of business. 28 U.S.C. § 1332(c)(1); *see also Bel-Bel Int’l Corp. v. Community Bank*, 162 F.3d 1101, 1106 (11th Cir. 1998). Here, this requirement is met as there is complete diversity of citizenship between the named Plaintiff and Chick-fil-A. Chick-fil-A is a Georgia corporation with its principal place of business in the State of Georgia. Declaration of Teddy Cravens (“Cravens Decl.”) ¶ 2 (attached hereto as **Exhibit A**). Dispositively, Plaintiff even alleges that “Chick-fil-A is incorporated in Georgia and maintains its principal place business offices in Atlanta, Georgia.” Compl. ¶ 14. Accordingly, Chick-fil-A is a citizen of Georgia. Plaintiff alleges he “is a citizen of the State of Florida who resides in Sarasota, Florida.” *Id.* at ¶ 19. Thus, at least one member of the class of plaintiffs is a citizen of a state (Florida)

different from that of the sole Defendant in this action (Georgia), satisfying the diversity requirements of CAFA, 28 U.S.C. § 1332(d)(2)(A).

9. The Proposed Class Allegedly Exceeds 100 Members. Plaintiff alleges in his Complaint that the total number of class members is “well into the thousands.” *Id.* at ¶ 76. Thus, based on Plaintiff’s own allegations, the CAFA jurisdictional requirement regarding the size of the putative class is satisfied for purposes of 28 U.S.C. § 1332(d)(5)(B).

10. Amount in Controversy. CAFA requires that the “aggregate[]” “matter in controversy exceed[] the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(2), (6). Removal is proper if a defendant can “prove by a preponderance of the evidence that the amount in controversy exceeds the jurisdictional requirement.” *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 752 (11th Cir. 2010) (quoting *Williams v. Best Buy Co., Inc.*, 269 F.3d 1316, 1319 (11th Cir.2001)). While Chick-fil-A denies Plaintiff is entitled to any of the relief sought in the Complaint, the relief that Plaintiff seeks through restitution and damages exceeds CAFA’s \$5,000,000 amount-in-controversy requirement. Plaintiff seeks to represent “[a]ll persons in Florida who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, ordered food delivery through the Chick-fil-A mobile app or website, and were assessed higher delivery charges than represented.” Compl. ¶ 74. Plaintiff also prays for “an order requiring Defendant to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above.” Prayer for Relief ¶ c. Chick-fil-A has analyzed the delivery orders made through the Chick-fil-A mobile app or website in Florida since the inception of Chick-fil-A delivery in Florida in December 2017. *See* Cravens Decl. ¶ 5. The monies acquired by Chick-fil-A through orders for food delivery through the Chick-fil-A mobile app or website

during that time period exceed \$5 million. *Id.* This amount satisfies CAFA’s \$5,000,000 amount-in-controversy requirement based on the allegations in Plaintiff’s Complaint.

11. No CAFA Exclusions. This case does not fall within any exclusion to removal jurisdiction recognized by 28 U.S.C. § 1332(d) because Chick-fil-A, the sole defendant in this action, is not a citizen of Florida, the state in which the action originally was filed, and, therefore, no exclusion applies.

REMOVAL IS OTHERWISE PROCEDURALLY PROPER

12. Removal Is Timely. Plaintiff sent the Complaint to Chick-fil-A via email on May, 22, 2022. Cravens Decl. ¶ 6. Thus, this Notice of Removal is timely, as the 30-day period for removal has not expired.

13. Venue Is Proper. This Court is part of the “district and division embracing the place where” the State Court Action was filed: Miami-Dade County, Florida. 28 U.S.C. § 1441(a) and 1446(a).

14. Pleadings and Process. Pursuant to 28 U.S.C. § 1446(a), attached hereto as **Exhibit B** are a copy of the docket sheet and “a copy of all process, pleadings, and orders served upon” Chick-fil-A.²

15. Filing and Service. A Notice of Filing Notice of Removal is to be filed in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and a true and

² Plaintiff’s original Complaint was filed on May 19, 2022. Upon review of the Complaint, counsel for Chick-fil-A notified Plaintiff’s counsel that the Complaint reflected confidential information of Chick-fil-A and asked Plaintiff’s counsel to remove that information from the public docket. On May 26, 2022, Plaintiff’s counsel filed a motion to remove the original Complaint from the docket and replace it with a revised complaint that omitted reference to Chick-fil-A’s confidential information. The state court judge noticed a hearing on the motion for June 28, 2022. To comply with the removal deadline, Chick-fil-A is removing this action in advance of that hearing; to protect its confidential information, Chick-fil-A has included a redacted version of the Complaint in Exhibit B. Following removal, the parties will seek appropriate relief in this Court.

correct copy of the same is attached hereto as **Exhibit C**. A copy of this Notice of Removal is also being filed with the Clerk of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and is being served on all counsel of record, consistent with 28 U.S.C. § 1446(d).

16. If any questions arise as to the propriety of the removal of this action, Chick-fil-A requests the opportunity to submit a brief, evidence, and present oral argument in support of its position that this case has been properly removed. *See Sierminski v. Transouth Fin. Corp.*, 216 F.3d 945, 949 (11th Cir. 2000).

WHEREFORE, Chick-fil-A respectfully removes this action, now pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, to the United States District Court for the Southern District of Florida.

Dated: June 21, 2022

Respectfully submitted,

s/ Julie Singer Brady
Julie Singer Brady
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(404) 885-3000

Attorneys for Defendant Chick-fil-A, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on June 21, 2022, I electronically filed the foregoing document with the Clerk of the Court by using the CMECF which will send a Notice of Electronic Filing to all counsel of record and a copy of this filing was sent to the following:

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Aventura, FL 33180

Attorneys for Plaintiff and Proposed Class

Dated: June 21, 2022

Respectfully submitted,

s/ Julie Singer Brady
Julie Singer Brady
jsingerbrady@bakerlaw.com
Yameel Mercado Robles
ymercadorobles@bakerlaw.com

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

**RON GOLDSTEIN, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

Civil Action No. 2022-009265-CA-01

DECLARATION OF TEDDY CRAVENS

Pursuant to 28 U.S.C. § 1746, I, Teddy Cravens, hereby declare under penalty of perjury that the following is true and correct.

1.

I voluntarily and freely make this declaration of my own personal knowledge for use as evidence in support of Defendant's Notice of Removal or in any other proceeding in the above-styled action, and for any other purpose authorized by law. I am over the age of twenty-one years, suffer from no legal disability, and am competent and authorized to make this declaration and testify as to the statements and facts contained herein.

2.

I am an employee of Chick-fil-A, Inc. ("Chick-fil-A"), a Georgia corporation with its principal place of business in the State of Georgia. I am Senior Director, Restaurant Pricing & Performance Insights. I have worked at Chick-fil-A since January 4, 2010.

3.

In addition to engaging in other types of business, Chick-fil-A offers food delivery to its customers through its mobile app and website. In the regular course of its business, Chick-fil-A

maintains documents relating to such delivery orders and monies acquired by Chick-fil-A through such orders. All records created by Chick-fil-A regarding these activities are created and kept in the regular course of business. All such records are made by employees and agents of Chick-fil-A at the time of the acts and are recorded by one with knowledge of such acts.

4.

The information contained in this declaration was obtained from my own personal knowledge or from the business records of Chick-fil-A. In my capacity as Senior Director, Restaurant Pricing & Performance Insights, I am familiar with the records described in Paragraph 3 above, and with how those records were created and maintained.

5.


Chick-fil-A has analyzed the delivery orders made through the Chick-fil-A mobile app or website in Florida since the inception of Chick-fil-A delivery in Florida in December 2017. The monies acquired by Chick-fil-A through orders for food delivery through the Chick-fil-A mobile app or website during that time period exceed \$5 million.

6.

Chick-fil-A was provided a copy of the Complaint via email on May 22, 2022.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 21, 2022



Teddy Cravens

Exhibit B



MIAMI-DADE COUNTY CLERK OF THE COURTS

HARVEY RUVIN

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CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

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RON GOLDSTEIN VS CHICK-FIL-A, INC.

Local Case Number:	2022-009265-CA-01	Filing Date:	05/19/2022
State Case Number:	132022CA009265000001	Judicial Section:	CA07
Consolidated Case No.:	N/A	Case Type:	Other Civil Complaint
Case Status:	OPEN		

Parties

Total Of Parties: 2

Party Description	Party Name	Attorney Information	Other Attorney(S)
Plaintiff	Goldstein, Ron	B#: (Bar Number)102630 N: (Attorney Name)Angelica M Gentile, Esq	
Defendant	Chick-fil-A, Inc.		

Hearing Details

Total Of Hearings: 1

Hearing Date	Hearing Time	Hearing Code	Description	Hearing Location
06/28/2022	9:30AM	MOTCAL	Motion Calendar	

Dockets

Total Of Dockets: 10

Number	Date	Book/Page	Docket Entry	Event Type	Comments
	06/28/2022		Motion Calendar	Hearing	PLAINTIFF'S MOTION TO REMOVE FILED DOCUMENT, DOCKET ENTRY NO. 2
9	06/01/2022		Notice of Hearing-	Event	JUNE 28, 2022 AT 9:30 A.M.
	05/31/2022		20 Day Summons Issued	Service	
7	05/31/2022		ESummons 20 Day Issued	Event	RE: INDEX # 5. Parties: Chick-fil-A Inc.
6	05/27/2022		Receipt:	Event	RECEIPT#:3080275 AMT PAID:\$10.00 NAME:ANGELICA M GENTILE, ESQ 14 NE 1ST AVE STE# 705 MIAMI FL 33131 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$10.00 RECEIPT DATE:05/27/2022 REGISTER#:308 CASHIER:EFILINGUSER



Number	Date	Book/Page	Entry	Type	Comments
4	05/24/2022		Receipt:	Event	RECEIPT#:3100182 AMT PAID:\$401.00 NAME:ANGELICA M GENTILE, ESQ 14 NE 1ST AVE STE# 705 MIAMI FL 33131 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:EFILINGS TENDER AMT:\$401.00 RECEIPT DATE:05/24/2022 REGISTER#:310 CASHIER:EFILINGUSER
5	05/23/2022		(M) 20 Day (C) Summons (Sub) Received	Event	
2	05/19/2022		Complaint	Event	
1	05/19/2022		Civil Cover Sheet - Claim Amount	Event	

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HARVEY RUVIN

Miami-Dade County
Clerk of the Courts



FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Ron Goldstein
Plaintiff

Case # _____
Judge _____

vs.

Chick-fil-A, Inc.
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

2

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- no
- yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Angelica Gentile Gentile
Attorney or party

Fla. Bar # 102630
(Bar # if attorney)

Angelica Gentile Gentile
(type or print name)

05/19/2022
Date

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO.

RON GOLDSTEIN, *on behalf of himself and
all others similarly situated,*

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff RON GOLDSTEIN, on behalf of himself and all others similarly situated, complains and alleges upon information and belief based, among other things, upon the investigation made by Plaintiff and through his attorneys as follows:

NATURE OF ACTION

1. This is a proposed class action seeking monetary damages, restitution, and injunctive and declaratory relief from Defendant Chick-fil-A, Inc. (“Defendant” or “Chick-fil-A”), arising from its deceptive and untruthful promises to provide FREE or flat fee, low-price delivery on food deliveries ordered through its app and website.

2. Since the beginning of the Covid-19 pandemic, Chick-fil-A has moved aggressively into the food delivery business, exploiting an opportunity presented by Americans’ reduced willingness to leave their homes. To appeal to consumers in a crowded food delivery marketplace during the national crisis, early in the pandemic Chick-fil-A began promising its customers “FREE DELIVERY” or low-price delivery in its mobile application and on its website, usually in the amount of \$2.99 or \$3.99.

3. These representations, however, are false, because that is not the true cost of having

food delivered by Chick-fil-A. In fact, Chick-fil-A imposes hidden delivery charges on its customers in addition to the low “Delivery Fee” represented in its app and on its website.

4. On delivery orders only, Chick-fil-A secretly marks up food prices for delivery orders by a hefty 25-30%. In other words, the identical order of a 30-count chicken nuggets costs approximately \$5-6 more when ordered for delivery than when ordered via the same mobile app for pickup, or when ordered in-store.

5. This hidden delivery upcharge makes Chick-fil-A’s promise of FREE or low-cost delivery patently false. The true delivery costs are obscured, as described above, and far exceed its express representation that its “Delivery Fee” is FREE or a flat fee of only \$2.99 or \$3.99.

6. By falsely marketing a FREE or low-cost delivery charge, Chick-fil-A deceives consumers into making online food purchases they otherwise would not make.

7. Worse, Chick-fil-A was aware of consumer confusion regarding the secret menu upcharge. Upon information and belief, [REDACTED] consumers were and would be deceived by hidden menu price markups of which they were not aware. Nonetheless, Chick-fil-A never informed its consumers of the menu price markup.

8. [REDACTED]

9. Chick-fil-A intentionally deceived its customers regarding the true cost of its delivery service, hiding its delivery charges in menu price markups it never disclosed to its customers. Chick-fil-A did this because it was unhappy with the profitability and sales generated by truthful advertisements.

10. In fact, when Chick-fil-A first began offering delivery services in 2019, it offered a fair, truthful and transparent delivery fee of \$4.99 *without* secretly marking up menu prices in any way on delivery orders. [REDACTED] increase the profitability and sales generated by its delivery service by lying about its delivery charges to its customers.

11. Specifically, early in the national Covid-19 crisis, Chick-fil-A saw an opportunity for exploitation. It claimed to *reduce* its delivery fee to FREE, \$2.99 or \$3.99 in order lure customers into making delivery purchases from Chick-fil-A in a crowded food delivery marketplace. But unbeknownst to those customers, at the same time Chick-fil-A secretly raised its menu prices on delivery orders only in order to cover the costs of delivery and profit—without once disclosing the manipulation to customers.

12. [REDACTED]

13. Chick-fil-A continues to misrepresent the nature of the delivery charges assessed on the Chick-fil-A mobile application and the website, by issuing in-app and online marketing materials that fail to correct reasonable understandings of its FREE or low-cost delivery promises, and that misrepresent the actual costs of the delivery service.

14. Specifically, Chick-fil-A omits and conceals material facts about the Chick-fil-A delivery service, never once informing consumers in any disclosure, at any time, that the use of the delivery service causes a substantial increase in food prices.

15. Hundreds of thousands of Chick-fil-A customers like Plaintiff have been assessed hidden delivery charges they did not bargain for.

16. Consumers like Plaintiff reasonably understand Chick-fil-A's express "Delivery Fee" representation to disclose the total additional cost they will pay as a result of having their food delivered, as opposed to ordering online and picking up food in person, or ordering and picking up food in person.

17. By unfairly obscuring its true delivery costs, Chick-fil-A deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true delivery charges. For example, other restaurants such as Del Taco and El Pollo Loco both offer delivery services through their app and website. But unlike Chick-fil-A's current practice, Del Taco and El Pollo Loco fairly

and prominently represent their true delivery charges—just as Chick-fil-A used to do.

18. Plaintiff seeks damages and, among other remedies, injunctive relief that fairly allows consumers to decide whether they will pay Chick-fil-A's delivery mark-ups.

PARTIES

19. Plaintiff Ron Goldstein is a citizen of the State of Florida who resides in Sarasota, Florida.

20. Defendant, Chick-fil-A Inc. is incorporated in Georgia and maintains its principal business offices in Atlanta, Georgia. Defendant maintains over 100 restaurant locations in the State of Florida.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Florida Statute § 26.012(2). The amount in controversy exceeds the jurisdictional minimum of this Court.

22. Defendant is subject to personal jurisdiction in this state because it is registered with the Florida Department of State to conduct, and regularly conducts, business in this state.

23. Venue for this action is proper in this Court pursuant to Fla. Stat. § 47.051 because (1) Defendant is a foreign corporation doing business in this state; and (2) the cause of action accrued in this county.

COMMON FACTUAL ALLEGATIONS

A. Food Delivery Services Increase in Popularity, and then Explode in Popularity During the Pandemic.

24. In 2018, the online food delivery industry was an astounding \$82 billion in gross revenue and projected to exceed \$200 billion by 2025.¹

25. US Foods reports that the average American consumer has two food delivery apps

¹ See Frost & Sullivan, *\$9.6 Billion in Investments Spurring Aggressive Expansion of Food Delivery Companies*, October 25, 2019, accessible at <https://ww2.frost.com/news/press-releases/9-6-billion-in-investments-spurring-aggressive-expansion-of-food-delivery-companies/>, last accessed January 19, 2021.

installed on their mobile phone and uses those apps three times per month.²

26. The online food delivery industry predominately influences the country's most financially vulnerable populations. A nationwide research study conducted by Zion & Zion reveals that the largest user markets for online delivery food services are the young and the poor.³ During a 90-day timeframe, 63% of consumers between the ages of 18 and 29 used a multi-restaurant delivery website or app service, followed by 51% of consumers between the ages of 30 to 44.⁴ The study also demonstrated that the "less income a consumer earns, the more likely the consumer is to take advantage of restaurant delivery services," as those earning less than \$10,000 per year ordered online delivery the most (51.6%).⁵

27. Put plainly, the allure for online food delivery services has historically been based upon pure convenience. A 2019 Gallup study of third-party delivery services companies like GrubHub, DoorDash, and Uber Eats reported 72% of customers order online food delivery because they don't want to leave their house; 50% so that they can continue with their ongoing activities; and 41% to avoid bad weather.⁶

28. According to data compiled by Yelp, food delivery orders have *doubled* since the Covid-19 outbreak began.⁷

29. The arrival of the unprecedented Covid-19 pandemic escalated the value of online

² See US Foods, *New Study Shows What Consumers Crave in a Food Delivery Service*, 2019, accessible at <https://www.usfoods.com/our-services/business-trends/2019-food-delivery-statistics.html>, last accessed January 19, 2021.

³ See Aric Zion and Thomas Hollman, Zion & Zion Research Study, *Usage and Demographics of Food Delivery Apps*, accessible at <https://www.zionandzion.com/research/food-delivery-apps-usage-and-demographics-winners-losers-and-laggards/>, last accessed January 19, 2021.

⁴ *Id.*

⁵ *Id.*

⁶ See Sean Kashanchi, Gallup, *Third-Party Delivery Will Grow; Is Your Restaurant Ready?*, May 6, 2019, accessible at <https://www.gallup.com/workplace/248069/third-party-delivery-grow-restaurant-ready.aspx>, last accessed January 19, 2021.

⁷ See Tal Axelrod, The Hill, *Yelp: Delivery and take-out twice as popular as usual amid coronavirus*, March 20, 2020, available at <https://thehill.com/policy/technology/488749-yelp-delivery-and-take-out-twice-as-popular-as-usual-amid-coronavirus>, last accessed January 19, 2021.

food delivery services from one of pure convenience to that of a comforting necessity for many consumers who are sick, in a high-risk population group for Covid-19, or simply do not feel safe to leave their homes and venture out into the public to purchase food during quarantine.

30. In its 2019 Economic Report conducted by research firm Technomic, DoorDash reported that 86% of customers agreed that DoorDash played an important role in helping them access food during the pandemic and 77% of consumers increased their use of third-party delivery services during this time.⁸ Indeed, amidst the uncertainty of the novel virus, 68% of consumers now view ordering food online for delivery as the safer option.⁹

31. The era of Covid-19 undoubtedly caused a significant revenue boom for third party delivery services. SEC filings indicate that the top four U.S. food-delivery apps (DoorDash, Uber Eats, GrubHub, and Postmates) collectively experienced a *\$3 billion increase* in revenue in just two quarters, April through September, following the enactment of shelter-in-place restrictions throughout the nation.¹⁰

32. The ramp up in utilization of food delivery services also had a massive positive impact on restaurant owners who were quickly on the brink of facing permanent closures during lockdown: 67% of restaurant operators said DoorDash was crucial to their business during Covid-19 and 65% say they were actually able to *increase* profits during this time because of DoorDash.

33. In the wake of the food delivery surge, Consumer Reports highlighted the need for

⁸ See Technomic and DoorDash, 2019 Economic Impact Report, *The Impact of DoorDash on Economic Activity and Restaurant Resilience*, available at <https://doordashimpact.com/media/2019-Economic-Impact-Report.pdf>, last accessed January 19, 2021.

⁹ *Id.*

¹⁰ See Levi Sumagaysay, Market Watch, *The pandemic has more than doubled food-delivery apps' business. Now what?*, last updated November 27, 2020, available at <https://www.marketwatch.com/story/the-pandemic-has-more-than-doubled-americans-use-of-food-delivery-apps-but-that-doesnt-mean-the-companies-are-making-money-11606340169>, last accessed January 19, 2021.

fee transparency for consumers who use these apps and services.¹¹ A research team investigated food delivery companies and the report measured their compliance with new rules regarding fees enacted in seven US cities aimed at protecting consumers and businesses during the pandemic. It found that these companies continued to not comply with the new ordinances and continued to “employ design practices that obfuscate fees.” They concluded that “[c]onsumers deserve to have informed choices to understand what they are being charged for *and* how their dollars spent impacts the restaurants they support and patronize in their communities.”

B. Chick-fil-A’s App and Website Fails to Bind Users to Any Terms of Service.

34. When a consumer downloads the Chick-fil-A app, or uses the Chick-fil-A website, he may create an account in order to place an order for delivery or pickup.

35. In order to do so, a user enters in a name and contact information.

36. While the account creation screen contains a small hyperlink to view Chick-fil-A’s Terms of Service and Privacy Notice, users are not required to affirmatively consent to such terms, such as by clicking or checking a box.

C. Prior to the Pandemic, Chick-fil-A Offered a \$4.99 Delivery Fee with No Menu Price Markup, Then Discovered It Could Increase Sales by Shifting Delivery Costs to Hidden Menu Upcharges.

37. Chick-fil-A first began offering delivery services in 2019. At that time, it offered a truthful and transparent delivery fee of \$4.99 *without* secretly marking up menu prices in any way on delivery orders.

38. Specifically, it promised “Delivery Fee: \$4.99” during the checkout process and did not mark up menu prices on delivery orders. This was a clear promise that the total, marginal cost of having food delivered versus picking it up in store was represented by the \$4.99 Delivery Fee.

¹¹ See Consumer Reports, *Collecting Receipts: Food Delivery Apps & Fee Transparency*, September 29, 2020, accessible at https://digital-lab-wp.consumerreports.org/wp-content/uploads/2020/09/Food-delivery_-Report.pdf, last accessed January 19, 2021.

39. However, Chick-fil-A was not content with the profitability and sales generated by its delivery service.

40. [REDACTED]

41. Chick-fil-A was aware of consumer confusion regarding the secret menu upcharge.

42. [REDACTED]

43. So that is precisely what Defendant did during the early days of the Covid-19 pandemic: it *lowered* its Delivery Fee, sometimes to FREE, and *raised* its menu prices by 25%-30% on delivery orders only.

44. [REDACTED], Chick-fil-A made an intentional decision to absorb delivery charges into hidden menu upcharges.

45. Instead of fairly and transparently disclosing this change to its customers—who were already under tremendous stress from the pandemic—Chick-fil-A chose to operate in the shadows. It continued to make a clear promise that the total, marginal cost of having food delivered versus picking it up in store was represented by a new FREE or \$2.99 or \$3.99 Delivery Fee.

46. But because it secretly inflated menu prices on delivery orders only, and never informed customers of this policy, it misrepresented the true cost of delivery.

47. Chick-fil-A intentionally deceived its customers regarding the true cost of its delivery service, hiding its delivery charges in menu price markups it never disclosed to its customers.

48. Upon information and belief, [REDACTED]

████████████████████ involved in the secret, delivery-only menu price markups made at the same time the company was promising delivery was FREE or low cost. ██████████

D. Chick-fil-A Prominently and Plainly Represents a Flat “Delivery Fee” on its App and Website.

49. Beginning in the early days of the Covid-19 pandemic, Chick-fil-A began prominently featuring FREE and low-cost delivery promises on its mobile application and on its website.

50. Such representations often are made on the home screen of the app or website, and were always made on the check-out screen of the app and website, prior to the finalization of an order. On that screen, Chick-fil-A promised a flat “Delivery Fee” that was FREE, \$2.99 or \$3.99. As an example, for supposed “FREE DELIVERY” orders, the order finalization screen states:

Subtotal: [representing the cost of the food selected]

Tax: [representing sales tax]

Delivery Fee: FREE

Tip:

Total: [adding up the above]

51. As an example, for supposed “\$3.99 Delivery Fee” orders, the order finalization screen states:

Subtotal: [representing the cost of the food selected]

Tax: [representing sales tax]

Delivery Fee: \$3.99

Tip:

Total: [adding up the above]

52. In short, the Delivery Fee promises further the reasonable perception that such fee is what covers delivery costs.

E. Chick-fil-A Omits and Conceals Material Facts About the Costs of the Chick-fil-A Delivery Service.

53. But those disclosures were false and misleading, and the delivery charge was not, in fact, FREE or a flat fee of \$2.99 or \$3.99.

54. Chick-fil-A furtively marked up the cost of food reflected in the “Subtotal”—adding a hefty 25-30% to the cost of the food items ordered for delivery. Chick-fil-A did not and does not make similar markups for identical food items ordered via the same app or website, where such items are ordered for pickup instead of delivery.

55. Chick-fil-A omitted this material fact from its app and website disclosures, never informing users of this secret markup.

56. Worse, Chick-fil-A designed its app to make it *impossible* for consumers to catch its hidden menu price inflation. The company ensured that food prices were only displayed on the app or website *after* a customer chose delivery or pickup, ensuring delivery customers could not see the price inflation.

57. This secret markup—which Chick-fil-A *only* applies to delivery orders—is a hidden delivery fee. This renders false Chick-fil-A’s promise of a FREE or a flat, low-cost delivery fee of \$2.99 or \$3.99, which is made repeatedly in the app and the website, and then again in the “Delivery Fee” line item on the order screen.

58. This secret markup was specifically designed to cover the costs of delivering food and profit on that delivery. It was, in short, exclusively a charge for using Chick-fil-A’s delivery service.

59. In short, the “Delivery Fee” is not actually \$2.99 or \$3.99. The actual “Delivery Fee”—the extra charge for having food delivered as opposed to picking it up—is the listed “Delivery Fee” *plus* the hidden food markup applied exclusively to delivery orders.

60. Chick-fil-A does not inform consumers the true costs of its delivery service and it

misrepresents its “Delivery Fee” as \$2.99 or \$3.99, when in fact that cost is actually much higher.

**F. Other Restaurant Industry Actors Disclose Delivery Fees Fairly and Transparently—
And Chick-fil-A Did So Before it Changed its Practice.**

61. By unfairly obscuring its true delivery costs, Chick-fil-A deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true delivery charges. For example, other restaurants like Del Taco and El Pollo Loco both offer delivery services through their app and website. But unlike Chick-fil-A, Del Taco and El Pollo Loco fairly and prominently represent their true delivery charges.

62. For example, Del Taco does not mark-up food charges for delivery orders through its app. Instead, for delivery orders its ordering screen presents the following:

Subtotal:

Tax:

Delivery Charge:

Tip:

63. All line-item amounts are **identical** for delivery and pick-up orders, except for the plainly and fairly disclosed delivery charge—allowing consumers to understand the true cost of the delivery service.

64. Similarly, El Pollo Loco does not mark-up food charges for delivery orders through its app. Instead, for delivery orders its ordering screen presents the following:

Subtotal:

Delivery Charge:

Tax:

65. All line-item amounts are **identical** for delivery and pick-up orders, except for the plainly and fairly disclosed delivery charge—allowing consumers to understand the true cost of the delivery service.

66. As described above, this is exactly what Chick-fil-A itself did prior to the Covid-19 pandemic.

67. Lastly, although Instacart, the grocery delivery service, does mark-up item charges for delivery orders made through its app, it provides an express warning to consumers that the item prices listed on its app are “higher than in-store prices.” Instacart’s clear disclaimer is made visible to consumers before they place their orders and allows consumers to understand that they are paying a higher price for utilizing the delivery service, as opposed to what they would pay had they purchased the same items in-store.

G. Plaintiff’s Experience

68. From within Florida, Plaintiff Ron Goldstein made an online purchase of food from the Chick-fil-A restaurant located in Miami Lakes, Florida on September 1, 2021, in the total amount of \$25.30.

69. Prior to placing his order, the Chick-fil-A app stated that the Delivery Fee was \$2.99.

70. However, the cost of food ordered by Plaintiff bore a hidden delivery fee markup. To illustrate, Chick-fil-A charged Plaintiff \$9.49 for a Chick-fil-A Sandwich Meal.

71. Upon information and belief, the same item would have cost Plaintiff 25-30% less than what he had paid had he picked it up from the Chick-fil-A location instead.

72. Plaintiff would not have made the purchase had he known the Chick-fil-A delivery fee was not in fact \$2.99.

73. If he had known the true delivery fee, he would have chosen another method for receiving food from Chick-fil-A or ordered food from another provider.

CLASS ALLEGATIONS

74. Pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3), Plaintiff brings this action on behalf of himself and a class of similarly situated persons defined as follows:

All persons in Florida who, within the applicable statute of limitations preceding the filing of this action to the date of class certification, ordered food delivery through the Chick-fil-A mobile app or website, and were assessed higher delivery charges than represented.

75. Excluded from the Class is Defendant, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case, and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including the addition of one or more subclasses, in connection with his motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

76. **Numerosity:** At this time, Plaintiff does not know the exact size of the Class; however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class members are well into the thousands, and thus are so numerous that joinder of all members is impractical. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery in the possession of the Defendant.

77. **Commonality:** There are questions of law or fact common to the Class, which include, but are not limited to the following:

- a. Whether during the class period, Defendant deceptively represented Delivery Fees on food deliveries ordered through the Chick-fil-A website and mobile app;
- b. Whether Defendant's alleged misconduct misled or had the tendency to mislead consumers;
- c. Whether Defendant engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;
- d. Whether Defendant's alleged conduct constitutes violations of the laws asserted;
- e. Whether Plaintiff and members of the Class were harmed by Defendant's misrepresentations;
- f. Whether Plaintiff and the Class have been damaged, and if so, the proper measure of damages; and

- g. Whether an injunction is necessary to prevent Defendant from continuing to deceptively represent low-price, flat delivery fees on food deliveries ordered through the Chick-fil-A website and mobile app.

78. **Typicality:** Like Plaintiff, many other consumers ordered food for delivery from Chick-fil-A's website or mobile app, believing delivery to be the flat fee represented based on Defendant's representations. Plaintiff's claims are typical of the claims of the Class because Plaintiff and each Class member was injured by Defendant's false representations about the true nature of the delivery fee. Plaintiff and the Class have suffered the same or similar injury as a result of Defendant's false, deceptive and misleading representations. Plaintiff's claims and the claims of members of the Class emanate from the same legal theory, Plaintiff's claims are typical of the claims of the Class, and, therefore, class treatment is appropriate.

79. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and has retained counsel competent and experienced in prosecuting and resolving consumer class actions. Plaintiff will fairly and adequately represent the interests of the Class and does not have any interests adverse to those of the Class.

80. **The Proposed Class Satisfies the Prerequisites for Injunctive Relief.** Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in ordering food for delivery through Chick-fil-A's website and mobile app; there is no way for him to know when or if Defendant will cease deceptively misrepresenting the cost of delivery.

81. Specifically, Defendant should be ordered to cease from representing their delivery service as a low-price, flat delivery fee and to disclose the true nature of their delivery fee.

82. Defendant's ongoing and systematic practices make declaratory relief with respect to the Class appropriate.

83. **The Proposed Class Satisfies the Prerequisites for Damages.** The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication

of the controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of monetary, injunctive, and equitable relief at issue for each individual Class member.

FIRST CLAIM FOR RELIEF
Breach of Contract

91. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

92. Plaintiff and Chick-fil-A have contracted for food delivery services, as embodied in the representations made in the Chick-fil-A app and website.

93. No contract provision authorizes Chick-fil-A be able to impose hidden delivery charges on its customers in addition to the “delivery charge” represented in its app and on its website.

94. Chick-fil-A breached the terms of its contract with consumers by charging an additional 25-30% more for food items ordered for “delivery” than the contracted-for “delivery charge.”

95. Plaintiff and members of the Class have performed all, or substantially all, of the obligations imposed on them under the contract.

96. Plaintiff and members of the Class have sustained damages as a result of Defendant’s breach of the contract and breach of the implied covenant of good faith and fair dealing.

SECOND CLAIM FOR RELIEF
Unjust Enrichment

97. Plaintiff repeats and re-alleges the above allegations as if fully set forth herein.

98. This Count is brought solely in the alternative. Plaintiff acknowledges that the breach of contract claim cannot be tried along with unjust enrichment.

99. To the detriment of Plaintiff and the Class, Defendant has been, and continues to be, unjustly enriched as a result of its wrongful conduct alleged herein.

100. Defendant unfairly, deceptively, unjustly, and/or unlawfully seized and accepted said benefits which, under the circumstances, would be unjust to allow Defendant to retain.

101. Plaintiff and the Class, therefore, seek disgorgement of all wrongfully obtained fees received by Defendant as a result of its inequitable conduct as more fully stated herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on behalf of himself and the Class seeks judgment in an amount to be determined at trial, as follows:

- (a) For an order enjoining Defendant from continuing the unlawful practices set forth above;
- (b) For declaratory and injunctive relief as set forth above;
- (c) For an order requiring Defendant to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;
- (d) For compensatory damages according to proof;
- (e) For punitive damages according to proof;
- (f) For reasonable attorneys' fees and costs of suit;
- (g) For pre-judgment interest; and
- (h) Awarding such other and further relief as this Court deems just, proper and equitable.

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims so triable.

Dated: May 19, 2022

Respectfully Submitted,

SHAMIS & GENTILE, P.A.

By: /s/ Andrew J. Shamis
Andrew J. Shamis, Esq.
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ashamis@shamisgentile.com
Edwin E. Elliott, Esq.
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Fax: (786) 623-0915

*Counsel for Plaintiff and Proposed
Class*

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2022-009265-CA-01

RON GOLDSTEIN, individually and on behalf of all
others similarly situated,

CLASS ACTION

Plaintiff,

JURY TRIAL DEMANDED

vs.

CHICK-FIL-A, INC.

Defendant.

_____ /

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff/Certified Process Server of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint, in this
action on Defendant:

Chick-Fil-A, Inc.
c/o Susan Tammy Pearson- Registered Agent
5200 Buffington Road Atlanta
GA 30349, Atlanta, GA, 30349, USA

Each Defendant is required to serve written defenses to the Complaint or petition on:
**Andrew Shamis, Esq, Shamis & Gentile, P.A., 14 NE 1st Ave STE 705, Miami, Florida
33132**, within **twenty (20) days** after service of this summons on that Defendant, exclusive of
the date of service, and to file the original of the defenses with the Clerk of this Court either
before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a
default will be entered against that Defendant for the relief demanded in the complaint or
petition.

Dated this _____ day of _____,

As Clerk of the Court

By: _____
As Deputy Clerk

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 2022-009265-CA-01

RON GOLDSTEIN, *on behalf of himself and
all others similarly situated,*

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

CLASS ACTION

JURY TRIAL DEMANDED

PLAINTIFF'S MOTION TO REMOVE FILED DOCUMENT: DOCKET NO. 2

Plaintiff, Ron Goldstein, respectfully requests that an order be granted to remove Docket No. 2, Plaintiff's Class Action Complaint, from the docket. In support thereof, Plaintiff states:

1. On May 19, 2022, Plaintiff electronically filed the Complaint.
2. On May 24, 2022, after Plaintiff filed the Complaint, Defendant's counsel notified Plaintiff that it believed certain information contained therein is confidential.
3. Without taking a position on Defendant's confidentiality determination, in the interest of caution, Plaintiff hereby requests that the Complaint, Docket No. 2, be removed completely from the docket or removed from public access. Once that occurs, Plaintiff will re-file a Complaint that omits the information Defendant believes is confidential.

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Motion to Remove Filed Document: Docket No. 2.

Dated: May 26, 2022

SHAMIS & GENTILE, P.A.

/s/ Andrew J. Shamis
Andrew J. Shamis, Esq.
Florida Bar No. 101754
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14 NE 1st Ave, Suite 705
Miami, FL 33132

KALIELGOLD PLLC

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Sophia Goren Gold
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1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Tel: (202) 350-4783

*Counsel for Plaintiff and the Proposed
Class*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via E-Mail on May 24, 2022, to all counsel of record.

SHAMIS & GENTILE, P.A.
14 NE 1st Ave., Suite 705
Miami, FL 33132
Telephone (305) 479-2299

/s/ Andrew J. Shamis
Andrew J. Shamis, Esq.
Florida Bar No. 101754

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2022-009265-CA-01

RON GOLDSTEIN, individually and on behalf of all
others similarly situated,

CLASS ACTION

Plaintiff,

JURY TRIAL DEMANDED

vs.

CHICK-FIL-A, INC.

Defendant.

_____ /

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff/Certified Process Server of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint, in this
action on Defendant:

Chick-Fil-A, Inc.
c/o Susan Tammy Pearson- Registered Agent
5200 Buffington Road Atlanta
GA 30349, Atlanta, GA, 30349, USA

Each Defendant is required to serve written defenses to the Complaint or petition on:
**Andrew Shamis, Esq, Shamis & Gentile, P.A., 14 NE 1st Ave STE 705, Miami, Florida
33132**, within **twenty (20) days** after service of this summons on that Defendant, exclusive of
the date of service, and to file the original of the defenses with the Clerk of this Court either
before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a
default will be entered against that Defendant for the relief demanded in the complaint or
petition.

5/31/2022

Dated this _____ day of _____,

Harvey Ruvin,
Clerk of Courts

As Clerk of the Court

By: 217043
Jaren Bethel
As Deputy Clerk



**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

RON GOLDSTEIN, individually and on behalf of all
others similarly situated,

CLASS ACTION

Plaintiff,

CASE NO. 2022-009265-CA-01

vs.

CHICK-FIL-A, INC.

JURY TRIAL DEMANDED

Defendant.

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that we will call up for hearing before the Honorable Maria De Jesus Santovenia, Circuit Court Judge for the Eleventh Judicial Circuit In and for Miami-Dade, Florida, to be taken virtually via Zoom , on **June 28, 2022 at 9:30 A.M.** or as soon thereafter as same can be heard, the following:

PLAINTIFF'S MOTION TO REMOVE FILED DOCUMENT: DOCKET NO. 2

Zoom Meeting ID: 97363560582

Zoom Dial In Number: +1 786-635-1003

Zoom Link: <https://zoom.us/j/97363560582>

Please Be Governed Accordingly

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed via the Court's Electronic Filing System and served to all those listed on the e-service list on June 01, 2022 .

/s/ Andrew J. Shamis

SHAMIS & GENTILE, P.A.

Florida Bar No. 101754

14 NE 1st Ave., Suite 705

Miami, FL 33132

Telephone (305) 479-2299

Facsimile (786) 623-0915

Email: efilings@shamisgentile.com

Exhibit C

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

**RON GOLDSTEIN, on behalf of himself
and all others similarly situated,**

Plaintiff,

v.

CHICK-FIL-A, INC.,

Defendant.

Case No. 2022-009265-CA-01

**NOTICE OF FILING NOTICE OF REMOVAL
TO FEDERAL COURT [28 U.S.C. § 1441]**

PLEASE TAKE NOTICE that a Notice of Removal (attached hereto as **Exhibit A**) of this action from the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida to the United States District Court for the Southern District of Florida (the “Federal Court”) was filed with the Clerk of the Federal Court on this 21st day of June 2022 by Defendant Chick-fil-A, Inc., thereby effectuating removal of this action.

Dated: June 21, 2022

Respectfully submitted,

s/ Julie Singer Brady

Julie Singer Brady

Florida Bar No. 389315

jsingerbrady@bakerlaw.com

Yameel Mercado Robles

Florida Bar No. 1003897

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BAKER HOSTETLER

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Orlando, FL 32801

Lindsey B. Mann

[*pro hac vice application forthcoming*]

lindsey.mann@troutman.com

Kathleen M. Campbell

[*pro hac vice application forthcoming*]

kathleen.campbell@troutman.com

TROUTMAN PEPPER HAMILTON
SANDERS

600 Peachtree Street NE, Suite 3000

Atlanta, GA 30308

(404) 885-3000

Attorneys for Defendant Chick-fil-A, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on June 21, 2022, I electronically filed the foregoing document with the Clerk of the Court by using the Florida E-Filing Portal, which will send a Notice of Electronic Filing to all counsel of record:

Andrew J. Shamis, Esq.
Edwin E. Elliott, Esq.
ashamis@shamisgentile.com
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Miami, Florida 33132

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Scott Edelsberg, Esq.
Christopher Gold, Esq.
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chris@edelsberglaw.com
20900 NE 30th Ave., Suite 417
Aventura, FL 33180

Attorneys for Plaintiff and Proposed Class

Dated: June 21, 2022

Respectfully submitted,

s/ Julie Singer Brady
Julie Singer Brady
jsingerbrady@bakerlaw.com
Yameel Mercado Robles
ymercadorobles@bakerlaw.com

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

I. (a) PLAINTIFFS

RON GOLDSTEIN, on behalf of himself and all

DEFENDANTS

CHICK-FIL-A, INC.

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

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

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

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

Attorneys (If Known)

Julie Singer Brady, Baker & Hostetler, 200 S Orange Ave, Ste 2300

Andrew J. Shamis; Shamis & Gentile, P.A. 14 NE 1st Avenue

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

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

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

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

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

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

Grid of categories: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes items like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, etc.

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

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

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Breach of Contract and Unjust Enrichment LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ Over \$5,000,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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

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

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

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

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

V. Origin. Place an “X” in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge’s decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

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

VIII. Requested in Complaint. Class Action. Place an “X” in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

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

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Chick-Fil-A Charges More for Delivery than Advertised, Class Action Alleges](#)
