

Paul R. D'Amato, Esquire - ID # 006901974
D'AMATO LAW FIRM
2900 Fire Road, Suite 200
Egg Harbor Township, New Jersey 08234
609-926-3300
Attorney for Plaintiff

SAMANTHA PICKLO,

Plaintiff,

-vs-

**DUNKIN' BRANDS GROUP, INC.,
DUNKIN' DONUTS FRANCHISING
LLC, A DELAWARE LIMITED
LIABILITY COMPANY, DUNKIN'
DONUTS' FRANCHISED
RESTAURANTS LLC, A DELAWARE
LIMITED LIABILITY COMPANY, ABC
MANUFACTURING COMPANY, INC.,
GNJ, INC. t/a DUNKIN' DONUTS, A
PENNSYLVANIA CORPORATION,
ANJAN KUNDU, EMPLOYEE OF
DEFENDANT GNJ, INC. t/a DUNKIN'
DONUTS, XYZ CORPORATION, DEF
LLC.,**

Defendants

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY - LAW DIVISION

DOCKET NUMBER:

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff Samantha Picklo residing in Delran, Burlington County, New Jersey
by way of Complaint and Jury Demand says:

FIRST COUNT

1. On Tuesday, August 17, 2021 Plaintiff Samantha Picklo (herein after referred to as Sam) drove from her home located in Delran, New Jersey to the Dunkin' Donuts restaurant located on Route 130 in Delran. This restaurant was at all times stated herein is a Pennsylvania Foreign For-Profit Corporation.
2. The purpose of Sam's trip to Dunkin' Donuts restaurant was to purchase morning coffee and breakfast.
3. Sam pulled through the drive-thru and placed the vehicle that she was operating near the drive-thru window.
4. Sam placed an order for two bacon egg and cheese wake-up wraps, one extra-large container of hot dark roast coffee, one large container of hot dark roast coffee and one medium container of hot dark roast coffee.



5. While Sam was waiting at the drive-thru window in the motor vehicle that she was operating she was handed a bag containing the two wake-up wraps and was instructed to pull forward and wait for someone to bring the ordered coffee out to her vehicle. There was no designated parking area for patrons who had to wait for their order.
6. Sam was told that coffee that she ordered was being made. Sam was not told how long it would take for the ordered coffee to be processed.
7. Sam pulled her vehicle forward and waited for the coffee to be brought to her.
8. Employee Anjan Kundu of GNJ, Inc., a New Jersey Corporation, t/a Dunkin' Donuts, located at 5002 Route 130, North Delran, New Jersey, came to the window of her vehicle with a tray holder.
9. The medium and large containers of coffee were in the two back slots of the tray holder and the extra-large container of coffee was in the front slot on the left side.
10. As the aforesaid employee Anjan Kundu passed the tray through the window the extra-large container of coffee was apparently not secure in the cup holder and fell forward and the coffee spilled on Sam's lap.
11. Sam began screaming in horrible pain and hyperventilating.
12. The other two containers of coffee dropped and the coffee spilled in Sam's lap.
13. The extra-large container contained 24 ounces of hot coffee; the large container contained 20 ounces of hot coffee and the medium container contained 14 ounces of hot coffee.
14. As a result of the coffee dropping on Sam's lap she accidentally hit the accelerator in her vehicle causing the vehicle to go forward.
15. Sam's vehicle was partially on Route 130 North when she was able to bring it to a complete stop.
16. Sam jumped out of her vehicle and tore off her pants.
17. Anjan Kundu, an employee of GNJ Inc. t/a Dunkin' Donuts, was hollering at Sam for taking her pants off.
18. The Plaintiff dialed 911 from her cell phone.
19. Officers of the Delran Township Police Department arrived at the scene of this incident on August 17, 2021 at approximately 9:06 a.m.
20. An eight page incident report was prepared by the Delran Police Department relative to the aforesaid incident.

21. The reports prepared by the Delran Police Department state in part:

- (a) "Has no pants on is out of vehicle."
- (b) "Female yelling that the coffee was dropped on her/upper thighs and buttocks/skin peeling."
- (c) "The driver of the vehicle, later identified as Samantha Picklo, was on her hands and knees on the driver's side of the vehicle, begging for someone to give her medication for the pain she was in. Picklo advised that one of the Dunkin' Donut employees was handing her hot coffee and hit her window causing the coffee to spill on her legs."

22. The Delran Fire Department Personnel arrived at the aforesaid scene at 9:08 a.m.

23. The Delran Fire Department Personnel generated a report under Incident Number 21-0000425.

24. The aforesaid report from the Delran Fire Department states in part: "pickup truck blocking the right lane of Route 130 Northbound. A female was on her hands and knees with a shirt and her undergarments on screaming for help. I noticed she had second possible third degree burns on her legs and possibly her buttocks."

25. A report relative to the aforesaid incident, Reference Number 17636453, was generated by the New Jersey Division of Fire Safety located in Trenton, New Jersey.

26. The aforesaid report generated by the New Jersey Division of Fire Safety states in part: "hot coffee was passed through drive-thru window into the vehicle when it spilled in her lap... very bad burns skin was peeling off her leg."

27. Sam was taken by ambulance to the Burn Center at Jefferson Hospital in Philadelphia where she was admitted as an in-patient.

28. On the way to Jefferson Hospital, despite being in excruciating pain, Sam could only think of her three special needs children ages 5, 15 and 22.

29. Sam's daughter, who was five years of age at the time of the incident, has severe gross motor delay and is deaf.

30. Founded in 1950 Dunkin' Donuts is a market leader in the hot regular/decaf/flavored coffee, iced coffee, donut, bagel and muffin categories.

31. Dunkin' Donuts is 100% franchised.

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32. Defendants Dunkin' Brands Group, Inc., Dunkin' Donuts Franchising LLC and Dunkin' Donuts Franchise Restaurants LLC to some extent control the day to day activities and business operations of Defendant GNJ, Inc. t/a/ Dunkin' Donuts. The aforesaid business entities are hereinafter referred to as Dunkin' Donuts Defendants.

33. There are 8,500 Dunkin' Donuts restaurants in the United States, none of which are company-owned and 11,300 worldwide.

34. In the United States all of the Dunkin' Donuts restaurants source supplies including packaging from the National DCP, LLC (NDCP), a centralized, franchise-owned purchasing cooperative.

35. All suppliers to the NDCP are approved by Dunkin' brands.

36. Attached hereto and made a part hereof as Exhibit A is Dunkin' Brands statement on food safety.

37. The Dunkin' brands statement on food safety states in part:

"Food safety and quality are of paramount importance to Dunkin' Brands. We have vigorous procedures in place to ensure to the best of our ability that we provide safe, high quality products to our guests. We maintain comprehensive Food Safety System, standards and requirements based on hazard analysis and critical control point (HACCP) principals as well as government regulations, global industry best practices and our own high standards. Through our Food Safety System we work together with our suppliers, distributors, manufacturing facilities, franchisees and restaurant crews to ensure the safety of our products.

Franchisees and restaurant managers in the United States must successfully complete food safety training and achieve certification through a nationally recognized, American National Standards Institute (ANSI) - certified examination.

Dunkin' Brands also provides franchisees and their employers with comprehensive training programs and support materials available 24/7 via Dunkin' Brands online university.

Restaurant managers are expected to conduct Monthly Food Safety Self Assessments to review the effectiveness of food safety practices, identify any gaps and take corrective actions if necessary."

38. The brand DUNKIN' DONUTS is owned by Dunkin' Brands Group, Inc., one of the world's leading franchisors of quick service restaurants.

39. Dunkin' Brands Group, Inc. is the parent company of both Dunkin' Donuts and Baskin-Robbins.



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40. Dunkin' Brands Group, Inc. is headquartered in Canton, Massachusetts.
41. Dunkin' Donuts sells more than 1.8 billion cups of coffee globally every year.
42. Before August 17, 2021 employee Anjan Kundu went through a training program as required by the Dunkin' Donuts retailer and the other Dunkin' Donuts Defendants to cover various aspects of employment as a Dunkin' Donuts Employee.
43. On the date of the aforesaid accident the Defendants did not have in place a designated parking area where customers who were waiting for their coffee and/or food could wait.
44. The training Anjan Kundu underwent under the supervision of all of the Dunkin' Donuts Defendants as well as the Dunkin' Donuts retailer did not provide for training as to how to serve a customer who was waiting for coffee in their vehicle at a location other than the drive-thru window.
45. The training that Anjan Kundu received did not address the potential hazards of the placement of coffee in a tray holder of an extra-large container, a large container and a medium container.
46. On or before the aforesaid incident the Dunkin' Donuts Defendants and the Dunkin' Donuts retailer had a Dunkin' Donuts Employee Handbook referred to as the SSC DD EMPLOYEE HANDBOOK.
47. The aforesaid handbook did not address how to safely transfer a tray holder with containers of coffee that were extra-large, large and medium to the customers sitting in a vehicle in the drive-thru area.
48. Employee Anjan Kundu was negligent in the manner that he transferred the tray holder with the three containers of extra-large hot coffee, large hot coffee and medium hot coffee to Sam as she sat in her motor vehicle.
49. The Dunkin' Donuts Defendants and the Dunkin' Donuts retailer GNJ, Inc. were further negligent in not providing for a designated area where the Plaintiff could park her car and turn off her ignition while she was waiting for the coffee that she had ordered.
50. The Dunkin' Donuts Defendants and the Dunkin' Donut retailer were further negligent in not providing adequate training for the employees of the Dunkin' Donuts retailer relative to how to transfer a tray holder containing an extra-large hot coffee, a large hot coffee and a medium hot coffee and in failing to do a risk assessment analysis of Dunkin' Donuts' tray holders for the purpose of determining the capability of the tray holder to safely secure an extra-large, large, and medium size containers of coffee in one tray holder.



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51. The aforesaid negligence of the Dunkin' Donuts Defendants, Anjan Kundu and the Dunkin' Donuts retailer GNJ, Inc. was a proximate cause of Plaintiff's injuries.
52. The aforesaid negligence of all of the Defendants was the proximate cause of the injuries sustained by Sam on August 17, 2021.
53. As a result of the aforesaid negligence Sam suffered injuries requiring medical treatment, was caused pain and suffering, was prevented from pursuing usual activities; and has permanent disabilities and disfigurement that will affect the Plaintiff.
54. The Plaintiff acknowledges that heat is an inherent feature of coffee and that coffee is customarily served and intended to be consumed as a hot beverage. The Plaintiff does not claim that the coffee in the aforesaid three containers was heated beyond the industry standard.

WHEREFORE, the Plaintiff Samantha Picklo demands judgment against the Dunkin' Donuts Defendants, Anjan Kundu, and Dunkin' Donuts retailer for compensatory damages, attorneys' fees and interest and costs of suit.

SECOND COUNT

1. Sam repeats the allegations of the previous paragraphs of the First Count as if same were set forth at length herein.
2. ABC Manufacturing Company (herein after referred to as ABC) was the manufacturer of the tray holder that was utilized by Anjan Kundu to transfer the three containers of hot coffee which were sizes extra-large, large and medium.
3. The subject tray holder was inherently hazardous because of its design in that the devices in the tray holder which were intended to secure the bottom of the containers of hot coffee were not long enough or high enough to safely secure the tall containers of coffee.
4. The identity of the manufacturer of the Dunkin' Donuts tray holder that was holding the three containers of coffee is unknown at this point in time. For purposes of the within lawsuit the name of that manufacturer is ABC Manufacturing Company. When and if the identity of the manufacturer of the tray holder becomes known the Plaintiff shall make application to the above Court to amend the within Complaint to include the actual of the identity of the manufacturer of the two tray holders.
5. Defendant ABC designed, manufactured, assembled, marketed, sold or otherwise placed in the stream of commerce the aforesaid two tray holders hereinafter referred to as "product."
6. On August 17, 2021 Defendant employee Anjan Kundu was using the aforesaid product to transfer to Sam the three containers of coffee.



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7. Defendant ABC did so negligently and defectively design, manufacture, assemble, market, sell or otherwise place into the stream of commerce the aforesaid product causing the product to be in a dangerous and unsafe condition.
8. Defendant ABC as the manufacturer of the aforesaid product is liable for the injuries sustained by Sam because that product causing the harm was not reasonably fit, suitable or safe for its intended purpose because it (a) deviated from the design specifications, formula or performance standards of the Defendant manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formula or (b) failed to contain added warnings of instructions or (c) was designed in a defective manner.
9. Defendant ABC Manufacturing Company knew at some point in time after it began manufacturing the subject tray holders that said tray holders were defective when utilized to carry or transfer three or more containers of hot coffee especially if the containers were extra-large, large and medium.
10. Defendant ABC Manufacturing Company had the legal obligation when it acquired said information to require a recall of all such tray holders.
11. As a result of the defective and hazardous condition of the aforesaid tray holders and the general negligence of ABC Manufacturing Company the Sam sustained injuries as previously noted in the previous Counts.

WHEREFORE, the Plaintiff Samantha Picklo demands judgment against the Dunkin' Donuts Defendants, Anjan Kundu and the Dunkin' Donuts Retailer GNJ, Inc. for compensatory damages, attorneys' fees, interest and costs of suit.

THIRD COUNT

1. Sam repeats the allegations of the previous paragraphs of the First and Second Counts as if same were set forth at length herein.
2. Dunkin' Donuts Franchising LLC (herein after referred to as D' D Franchising) entered into a franchise agreement with Defendant GNJ, Inc. relative to the operation of a Dunkin' Donuts restaurant located at 5002 Route 130, North Delran, New Jersey.
3. The aforesaid agreement is approximately 700 pages.
4. The parent company of D' D Franchising is DB Franchising Holding Company which is a Delaware Limited Liability Company formed on May 15, 2006 and is a wholly owned subsidiary of DB Master Finance LLC which is also a Delaware Limited Liability Company formed on March 15, 2006 and is an indirect wholly-owned subsidiary of Dunkin' Brands Inc. a Delaware Corporation which was formed on December 17, 1973.

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5. Dunkin' Brands is a wholly owned subsidiary of Dunkin' Brands Group, Inc. a Delaware Corporation formed on November 22, 2005.
6. By virtue of the aforesaid agreement Defendant GNJ, Inc. agreed as follows:
 - (a) To only sell products that the franchise designates.
 - (b) To operate the Dunkin' Donuts restaurant in conformity with the "...systems, menu, standards and the facility, signage, equipment and fixture requirements."
 - (c) That said restaurant must be "...developed and operated to our specifications and standards."
 - (d) To comply with the DUNKIN' SYSTEM a/k/a "the system."
 - (e) To comply with Dunkin' "...specifications, requirements and procedures for operations, manufacturing, distribution and delivery; quality and safety of products and services offered; management system/program/training and assistance; and marketing, advertising and professional programs...."
 - (f) To seek the approval of the franchisor for sight selection and acquisition and/or leasing.
 - (g) To comply with the franchisor's requirements for pre-opening purchases.
 - (h) To comply with the franchisor's requirements for sight development and other pre-opening requirements.
 - (i) To comply with the franchisor's initial and ongoing training requirements.
 - (j) To comply with the franchisor's requirements for the opening of said restaurant.
 - (k) To comply with the franchisor's standards and policies as contained in the Operating Manual.
 - (l) To comply with all trademarks and propriety information of the franchisor.
 - (m) To comply with the franchisor's restrictions on products and services to be offered at the restaurant.
 - (n) To comply with the franchisor's requirements of the franchisor regarding ongoing products/services purchases.

- (o) To comply with the franchisor's requirements for insurance.
 - (p) To comply with the franchisor's requirements for advertising.
 - (q) To comply with the franchisor's requirements for records and reports.
 - (r) To comply with the franchisor's requirements regarding inspections and audits.
 - (s) To use software and equipment specified by the franchisor.
7. The Dunkin' Donuts Defendants were negligent in failing to do a risk assessment analysis relative to the delivery of hot coffee, especially when the hot coffee was delivered in a tray holder that contained an extra-large, large and medium size containers, relative to the ability of the tray holder to properly and safely secure the containers of hot coffee when being transferred to a customer whose vehicle was not parked at the drive-thru window.
 8. The Dunkin' Donuts Defendants by virtue of the Franchise Agreement essentially controlled the day to day business activities of the franchisee GNJ, Inc.
 9. The Dunkin' Donuts Defendants by virtue of the Franchise Agreement were the alter ego of the franchisee GNJ, Inc.
 10. The Dunkin' Donuts Defendants by virtue of the Franchise Agreement had the ultimate responsibility to (a) provide adequate training for the employees of the franchisee GNJ, Inc. to safely transfer a tray holder with a container of extra-large coffee, a container of large coffee and a container of medium size coffee to a customer waiting for an order at a location other than the drive-thru window.
 11. The Dunkin' Donuts Defendants were further negligent in failing to have provided to the franchisee GNJ, Inc. tray holders that could adequately and safely secure an extra-large container of coffee, a large container of coffee and a medium size container of coffee that would have avoided the event that occurred to the Plaintiff.
 12. The Dunkin' Donuts Defendants were otherwise negligent and careless.
 13. The aforesaid acts of negligence and carelessness were the proximate cause of Plaintiff's injuries.
 14. As a result of the aforesaid negligence Sam suffered injuries requiring medical treatment, was caused pain and suffering, was prevented from pursuing her usual activities; has permanent disabilities and disfigurement that will affect the Plaintiff.



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WHEREFORE, the Plaintiff Samantha Picklo demands judgment against the Dunkin' Donuts Defendants, Anjan Kundu and the Dunkin' Donuts Retailer GNJ, Inc. for compensatory damages, attorneys' fees, interest and costs of suit.

JURY DEMAND

Plaintiffs demand a jury trial.

REQUEST FOR INSURANCE INFORMATION

In accordance with the Rules governing the Courts of the State of New Jersey, and in particular, R.4:10-2(b), you are hereby demanded and required to supply the information listed below. If you do not supply the information requested within twenty (20) days, you will be subject to sanctions and attorney's fees as provided for in the Rules of Court.

1. Name and address of insurance carrier;
2. Policy number;
3. Existence of any excess or umbrella coverage including the name of the carrier and policy number;
4. Policy Limits for primary and/or excess coverage;
 - (a) Liability Insurance;
 - (b) Property damage and/or Bodily Injury;
 - (c) Homeowners;
 - (d) Other.
5. Name and address of insurance broker.
6. Any and all policies of insurance which are available to answer for the damages of the Plaintiff claimed herein. Please provide all of the above information with respect to all such policies.

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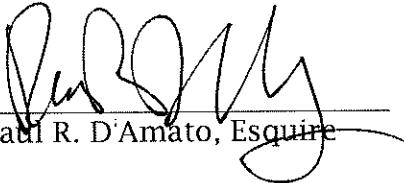
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NOTICE OF TRIAL COUNSEL

Paul R. D'Amato, Esquire is designated as Trial Counsel pursuant to Rule 4:25-4.

D'AMATO LAW FIRM

BY: 
Paul R. D'Amato, Esquire

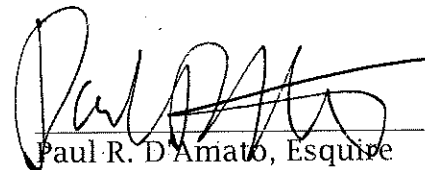
DATED: March 14, 2022

CERTIFICATION

Paul R. D'Amato, Esquire, of full age, certifies:

1. I am a member of the D'Amato Law Firm and am entrusted with the preparation and trial of this case.
2. This case is not subject to any other court action or arbitration proceeding.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Paul R. D'Amato, Esquire

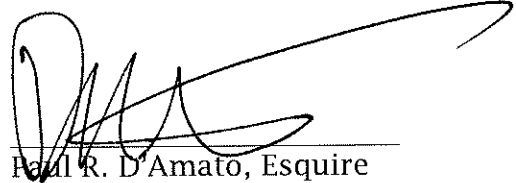
DATED: March 14, 2022

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CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(c)

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



Paul R. D'Amato, Esquire

DATED: March 14, 2022

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EXHIBIT A

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Dunkin' Brands Statement on Food Safety

Food safety and quality are of paramount importance to Dunkin' Brands. We have rigorous procedures in place to ensure to the best of our ability that we provide safe, high quality products to our guests. We maintain comprehensive Food Safety Systems, standards and requirements based on Hazard Analysis and Critical Control Point (HACCP) principles, as well as government regulations, global industry best practices, and our own high standards. Through our Food Safety System we work together with our suppliers, distributors, manufacturing facilities, franchisees and restaurant crews to ensure the safety of our products.

Dunkin' Brands reviews the health and safety impacts of our products throughout their life cycle, from concept and development through manufacturing and production, marketing, distribution, use and consumption, and we work with our suppliers, distributors, manufacturing facilities, and global franchisees to ensure the safety and quality of our products.

In the event that a specific product fails to meet our food safety standards at any point in its life cycle, our Quality Assurance team will take immediate steps to recall the product or withdraw it from our system. Since we started reporting publicly in 2010, we have had no outstanding food safety violations or product recalls through our supply chain.

Suppliers: Dunkin' Brands has strict quality and food safety standards and management systems for all suppliers. New suppliers are subject to our qualification process, required to comply with our standards, must register with Dunkin' Brands' Quality Assurance team and complete our supplier food safety survey, and are subject to risk assessment and our approval processes. We monitor the performance of key suppliers on an ongoing basis and require regular food safety audits and global food safety certifications by third parties for our suppliers. We require all suppliers to be compliant with global food safety requirements through audits or certification to an internationally accepted standard equivalent to the Global Food Safety Initiative (GFSI).

Restaurants: Dunkin' Brands franchisees must follow stringent quality and food safety protocols for handling food as it flows through our restaurants – from delivery, receiving and storage, to preparation, cooking, holding, and service. These protocols are defined in our Retail Food Safety Systems Manual, which is available to all franchisees and licensees. In addition, our franchisee and licensee agreements include protocols to follow and specifications for how food safety issues should be handled in the U.S. and internationally.

Franchisees and restaurant managers in the U.S. must successfully complete food safety training and achieve certification through a nationally recognized, American National Standards Institute (ANSI)-certified examination. Dunkin' Brands also provides franchisees and their employees with comprehensive training programs and support materials available 24/7 via Dunkin' Brands Online University.

Restaurant Managers are expected to conduct Monthly Food Safety Self Assessments to review the effectiveness of food safety practices, identify any gaps and take corrective actions if necessary. They also measure any imminent health risks along with sanitation processes, time and temperature



standards, documentation procedures, employee health and hygiene. Dunkin' Brands Operations Managers also assess restaurant-level food safety performance during regular Restaurant Operations Reviews.

In late 2014 we upgraded our pest management standards for franchisees and their pest management providers. In addition, we monitor guest impressions of cleanliness in our restaurants through ongoing surveys to help us identify opportunities for improvement.

Auditing: Dunkin' Brands implemented third-party assessment training and added a new auditing and compliance program in U.S. and Canadian Baskin-Robbins shops.

Dunkin' Brands' food safety team also implemented third-party assessment training and an auditing and compliance program in our international markets for Dunkin' Donuts and Baskin-Robbins restaurants. In addition, the team has conducted risk-based market assessments focused on maximizing internal resources and third party support to eliminate hazards quickly and effectively.

Allergens: We recognize that allergens are a serious concern for certain guests, and proper allergen protocols are a key component of our food safety system. In 2014, we implemented a national allergen awareness program in our U.S. & Canada restaurants. As part of the program, all restaurants now display menu board signs asking guests to inform their server if someone in their party has a food allergy. Restaurants are also required to prominently display educational allergen awareness posters in areas reserved for crew members, and franchisees must ensure all new and existing restaurant employees receive training, including which products the crew members work with that contain allergens. In the U.S., our Restaurant Managers and crew members are trained on major food allergens and the symptoms of an allergic reaction, along with proper storage, display, preparation, cleaning, and transport procedures to minimize the risk of cross-contamination. We also communicate allergen information to our guests on our brand websites, and through our Consumer Care team.

Civil Case Information Statement

Case Details: BURLINGTON | Civil Part Docket# L-000495-22

Case Caption: PICKLO SAMANTHA VS DUNKIN' BRANDS GROUP , INC.

Case Initiation Date: 03/14/2022

Attorney Name: PAUL R D'AMATO

Firm Name: D'AMATO LAW FIRM, PC

Address: 2900 FIRE RD STE 200

EGG HARBOR TOWNSHIP NJ 08234

Phone: 6099263300

Name of Party: PLAINTIFF : PICKLO, SAMANTHA

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: PRODUCT LIABILITY

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: SAMANTHA PICKLO? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

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

03/14/2022

Dated

/s/ PAUL R D'AMATO

Signed