

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

CIVIL ACTION NO.:

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

15 01629

ANDREA C. DOW, as Mother and Next friend of  
ALEXANDER KEOUGH, a minor,  
Plaintiff,

vs.

CHIPOTLE MEXICAN GRILL, INC.,  
Defendant.

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COMPLAINT

1. The plaintiff Andrea C. Dow, is the mother and next friend of Alexander Keough, a minor (hereinafter "Alexander"). Alexander, a minor, is a citizen of Massachusetts and resides in Brookline, Norfolk County.

2. The defendant Chipotle Mexican Grill, Inc. is a Delaware Corporation with corporate headquarters at 1401 Wynkoop Street, Suite 500, Denver, Colorado 80202 and with a resident agent for service in Massachusetts designated as National Registered Agents, Inc., 155 Federal Street, Boston, MA 02110.

3. Chipotle Mexican Grill, together with its subsidiaries (collectively "Chipotle"), develops and operates fast-casual Mexican food restaurants. As of December 2015, Chipotle operated 1,847 restaurants throughout the United States.

4. At all times relevant to the Complaint, Chipotle was registered to do business, and did conduct business, in the Commonwealth of Massachusetts, including the restaurant at 1924 Beacon Street, Brighton, Suffolk County, Massachusetts (the "Cleveland Circle Chipotle"), that is the subject of this action.

5. On December 11, 2015, Boston health officials reported an increased number of people deemed to be norovirus cases linked to the consumption of contaminated food at the

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Chipotle Mexican Grill in Cleveland Circle in Brighton, with the case-count having reached 136. All but seven are Boston College students. That same day, Boston College reported that 141 students had told college health officials that they had become ill after eating at the restaurant. The college said an additional twelve people caught the highly infectious virus from classmates who had dined at the Cleveland Circle Chipotle.

- a. Norovirus is a member of the family Caliciviridae, a family that consists of several distinct groups of viruses. Each such group was named after the places where the outbreaks first occurred.
- b. Humans are the only host of norovirus, which has several mechanisms that allow it to spread quickly and easily. Norovirus infects humans through person-to-person transmission or through contamination of food or water. In addition, Norovirus is able to survive a wide range of temperatures and has evolved to avoid the immune system, which results in outbreaks.
- c. Norovirus illness usually develops 24-to-48 hours after ingestion. Symptoms include nausea, vomiting, diarrhea, and abdominal pain, headache and low-grade fever. And although symptoms usually last only one-to-two days in most healthy individuals, Norovirus infections can become quite serious in children and the elderly, and those who are immune-compromised.
- d. There is no specific treatment available for Norovirus. In most healthy people, the illness is self-limiting and resolves without the need for medical treatment. For infants, children, elderly, and immune-compromised populations, infections can lead to severe complications, including death.

6. Alexander consumed a burrito at the 1924 Beacon Street Chipotle on December 4, 2015. He became ill with nausea and vomiting and he was taken to Children's Hospital.

7. On December 7, 2015, the family learned of the norovirus outbreak linked to the Cleveland Circle Chipotle. They contacted health authorities to report Alexander's illness.

8. Chipotle is a product manufacturer and seller, with the defendant having manufactured and sold food to the minor plaintiff.

**COUNT I. Breach of Warranty of Implied Warranties of Fitness and Merchantability.**

9. The plaintiff repeats and ravers the allegations set forth above in Paragraphs 1 through 8, as if expressly rewritten and set forth herein.

10. By the respective purchasing, processing, preparation, serving and sale of its products, the defendant impliedly warranted that the products were of merchantable quality and fit for the ordinary purpose for which such goods are used. Specifically, the defendant impliedly warranted that the food products that it manufactured and sold were safe, wholesome, fit for

human consumption, neither defective nor unreasonably dangerous, and not otherwise contaminated with norovirus.

11. As a direct and proximate result of the defendant's breach of its implied warranties, the minor plaintiff was caused to suffer sever personal injuries, to suffer great pain of body and mind, to incur hospital and medical expenses, to have his education and recreational activities interrupted, and to have his ability to enjoy a normal, active and healthy live adversely affected.

WHEREFORE, the plaintiff prays for judgment against the defendant, with interest and the costs of her action.

### **COUNT II. Negligence.**

12. The plaintiff repeats and ravers the allegations set forth above in Paragraphs 1 through 11, as if expressly rewritten and set forth herein.

13. In purchasing, preparing, serving and selling the adulterated food, the defendant failed to act as the ordinary, reasonably prudent restaurant operator would under the same or similar circumstances. More specifically, in manufacturing and selling food contaminated with norovirus, the defendant failed to exercise ordinary and reasonable care to ensure that their products do not expose consumers to unreasonable risks about which the defendant both knew and should have known.

14. As a direct and proximate result of the defendant's negligence, the minor plaintiff was caused to suffer sever personal injuries, to suffer great pain of body and mind, to incur hospital and medical expenses, to have his education and recreational activities interrupted, and to have his ability to enjoy a normal, active and healthy live adversely affected.

WHEREFORE, the plaintiff for judgment against the defendant, with interest and the costs of her action.

### **COUNT III. G.L. c. 93A.**

15. The plaintiff repeats and ravers the allegations set forth above in Paragraphs 1 through 11, as if expressly rewritten and set forth herein.

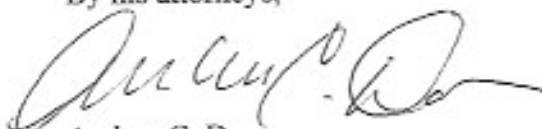
16. The defendant's breach of warranties are unfair and deceptive acts or practices prohibited by G.L. ch. 93A.

17. As a direct and proximate result of the defendant's violation of G.L. c. 93A, the minor plaintiff was caused to suffer sever personal injuries, to suffer great pain of body and mind, to incur hospital and medical expenses, to have his education and recreational activities interrupted, and to have his ability to enjoy a normal, active and healthy live adversely affected.

WHEREFORE, the plaintiff prays for judgment against the defendant, with interest and the costs of her action, together with treble damages, her attorneys fees and such other relief as this Honorable Court may find to be fair and just.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY**

The plaintiff,  
By his attorneys,



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