

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

BEYOND PESTICIDES, 701 E Street, SE, Suite 200, Washington, DC 20003,  Plaintiff,  v.  TRUGREEN LIMITED PARTNERSHIP, 860 Lake Ridge Blvd Fl 3, Memphis, TN, 38120,  Defendant.	Case No. <u>2020 CA 001973 B</u>  <b><u>COMPLAINT</u></b>  <b><u>DEMAND FOR JURY TRIAL</u></b>
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**COMPLAINT**

On behalf of itself and the general public, Plaintiff Beyond Pesticides (“Beyond Pesticides”), by and through their counsel, bring this action against Defendant TruGreen Limited Partnership (“TruGreen”) regarding the deceptive marketing of its lawn care services as not using certain categories of harmful chemicals that TruGreen does, in fact, use. Beyond Pesticides alleges the following based upon information, belief, and the investigation of its counsel:

**INTRODUCTION**

1. Due to concerns about the effects of their actions on their own health, the health of their family and pets, and the environment, more and more consumers are considering how their lawns and gardens are cared for.

2. As a result, demand has increased for lawn care services that avoid potentially harmful chemicals and utilize only environmentally sound practices. Consumers, as TruGreen knows, are willing to pay more for services marketed in this way than they are willing to pay for competing services that do not provide such assurances.

3. In particular, there is a growing desire among consumers to maintain lawns that are free of pesticides or other unnatural chemicals that have the potential to harm their families or the environment.

4. TruGreen purports to offer environmentally friendly, sustainable lawn care services that use no chemicals that may cause cancer, allergic reactions, or other health or environmental harms.

5. As part of its services, TruGreen explicitly promises to use products that are neither (1) known or probable carcinogens, (2) skin sensitizers, or (3) known or thought likely to leach into groundwater.

6. In contrast to TruGreen's representations, TruGreen *does* use products that are classified as known or probable carcinogens by the IARC, known skin sensitizers or allergens, and are known or thought to leach into groundwater. No reasonable consumer, seeing TruGreen's explicit statements to the contrary, would expect such chemicals to be used in TruGreen's services.

7. TruGreen's representations that it does not use such chemicals are therefore false and deceptive.

8. By deceiving consumers about the nature, and quality, of the products that it uses, TruGreen is able to appeal to consumers who are concerned about the effects of pesticides and other chemicals on the health of themselves, their families' pets, and the environment, to retain a higher number of customers, and to take away market share from competing companies.

9. TruGreen's false and misleading representations and omissions violate the District of Columbia Consumer Protection Procedures Act ("DC CPPA"), D.C. Code §§ 28-3901, *et seq.*

10. Because TruGreen's labeling and advertising of its services tend to mislead and are materially deceptive about the true nature, and quality of its services, Beyond Pesticides brings

this deceptive advertising case on behalf of itself and consumers and the general public of the District of Columbia. Beyond Pesticides seeks relief including an injunction to halt TruGreen's false marketing and sale of its services.

### **FACT ALLEGATIONS**

11. Plaintiff Beyond Pesticides brings this suit for injunctive relief under the DC CPPA against TruGreen, based on misrepresentations and omissions committed by TruGreen regarding its services, which TruGreen markets as being unqualifiedly safe, environmentally sound, and free from the use of chemicals that contain known or probable human carcinogens, skin sensitizers or that may produce allergic reactions, or those that are known or thought to leach into groundwater.

12. TruGreen's marketing of its services is false and deceptive because the products that TruGreen uses do not meet their own standards or consumers' expectations of unqualifiedly safe and environmentally responsible lawn care.

13. TruGreen knows that consumers increasingly and consciously seek out and will pay more for services free of chemicals harmful to the health of themselves, their families and pets, or the environment.

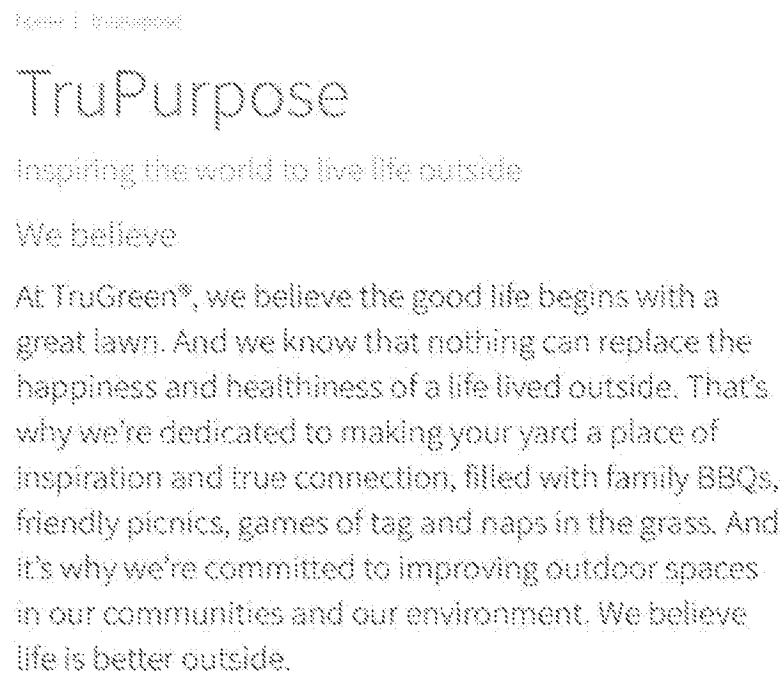
14. Accordingly, TruGreen cultivates an image of creating responsible lawn care solutions for consumers who wish to avoid application of unnecessary chemicals that are potentially harmful to people, pets, and the environment.

**A. TruGreen Portrays Itself as an Environmentally Responsible Lawn Care Company.**

15. On the “TruPurpose” section of its website, TruGreen highlights its “commitment to environmental responsibility,” stating that it “take[s] its commitment to environmental responsibility seriously,” and use of its services result in outdoor spaces that are “healthy.”<sup>1</sup>

16. Indeed, even TruGreen’s name suggests that the company provides “green,” or environmentally responsible, services.

17. TruGreen even goes so far as to tout the “healthiness” of time spent on its treated areas and encourages naps in the grass that it treats.



<sup>1</sup> *TruPurpose*, TruGreen, <https://www.trugreen.com/trupurpose> (last visited March 18, 2020).

18. On the “Committed to Greener” section of its website, TruGreen calls itself “a steward of our outdoor green spaces” that is committed to “environmental responsibility” and states that its services help “healthy green spaces, trees and forests.”<sup>2</sup>

Home | About Us | Committed to Greener

## Committed to greener

At TruGreen®, we see ourselves as part of the community, as a true neighbor to our customers and a steward of our outdoor green spaces. We're committed to providing responsible lawn care solutions for our customers, our neighborhoods, our communities and our environment. We believe everyone has a right to enjoy the benefits of living life outside, and it's our vision to empower more people in more communities with greater access to healthy outdoor spaces.



19. TruGreen’s representations are intended to, and do, portray to consumers that its lawn care services are environmentally responsible and free from harmful chemicals.

### **B. TruGreen’s Misrepresentations and Omissions of Material Fact.**

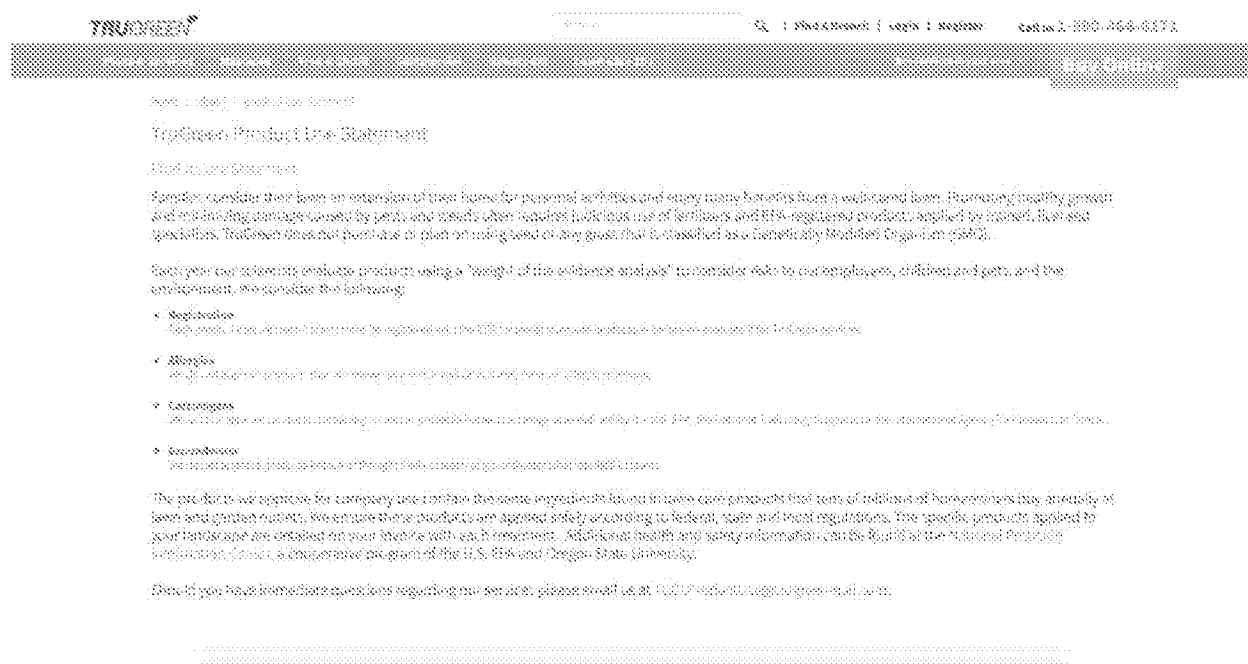
20. TruGreen published a “Product Use Statement” on its website regarding the services it provides.<sup>3</sup>

<sup>2</sup> “We’re committed to providing responsible lawn care solutions for our customers, our neighborhoods, our communities and our environment.” *Committed to Greener*, TruGreen, <https://www.trugreen.com/trupurpose/committed-to-greener> (last visited March 18, 2020)

<sup>3</sup> *TruGreen Product Use Statement*, TruGreen, <https://www.trugreen.com/about/product-use-statement> (last visited March 18, 2020).

21. In its Product Use Statement, TruGreen substantiates its safety and environmental claims by making several statements about the products it uses in providing its services. Among these statements are:

- “We will not approve products containing known or probable human carcinogens as defined by the U.S. EPA, the National Toxicology Program, or the International Agency for Research in Cancer.”
- “We do not approve products that are known skin sensitizers or that may produce allergic reactions.”
- “We do not approve products known or thought likely to leach to groundwater when applied to lawns.”<sup>4</sup>



22. Unfortunately for consumers, these statements are false.

<sup>4</sup> *Id.*

**C. TruGreen Falsely Advertises That It Does Not Use Products That Are Known or Probable Human Carcinogens**

23. In the Product Use Statement on its website, TruGreen states that “We will not approve products containing known or probable human carcinogens as defined by the U.S. EPA, the National Toxicology Program, or the International Agency for Research in Cancer.”

24. RazorPro Herbicide (EPA Reg. No. 228-366) is listed as a product that TruGreen uses. Its EPA registration states that the active ingredient in RazorPro is Glyphosate.

25. Glyphosate is listed by the IARC as a probable human carcinogen.

26. Because TruGreen uses a product whose active ingredient is listed as a probable human carcinogen by the IARC, TruGreen falsely advertises that it does not use products containing known or probable human carcinogens as defined by the International Agency for Research in Cancer.

**D. TruGreen Falsely Advertises That It Does Not Use Products That Are Known Skin Sensitizers or That May Produce Allergic Reactions**

27. In the Product Use Statement on its website, TruGreen states that “We do not approve products that are known skin sensitizers or that may produce allergic reactions.”

28. Several of the products that TruGreen is known to have used or continues to use are known skin sensitizers or possible allergens under their EPA registrations.

29. Tri-Power (EPA Reg. No. 228-262) is listed as a product that TruGreen uses. Its EPA registration states that Tri-Power causes “irreversible eye damage,” that it is “harmful if absorbed through skin,” and that “prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.” The label also warns to “avoid contact with skin, eyes or clothing.”

30. Dylox 6.2 Insecticide (EPA Reg. No. 432-1308) is listed as a product that TruGreen uses. Its EPA registration states that “prolonged or frequently repeated skin contact may cause

allergic reactions in some individuals.”

31. Turflon Ester Ultra (EPA Reg. No. 61719-566) is listed as a product that TruGreen uses. Its EPA registration states that “prolonged or frequently repeated skin contact may cause allergic reactions in some individuals,” and that “individuals should avoid contact with skin, eyes, or clothing.”

32. The aforementioned chemicals are all known to be possible allergens and/or skin sensitizers. Therefore, TruGreen falsely advertises that it does not use products that are known skin sensitizers or that may produce allergic reactions.

**E. TruGreen Falsely Advertises That It Does Not Use Products That Are Known or Thought to Leach into Groundwater When Applied to Lawns**

33. In the Product Use Statement on its website, TruGreen states that “We do not approve products known or thought likely to leach to groundwater when applied to lawns.”

34. Several of the products that TruGreen uses are known or thought to leach into groundwater according to their EPA registrations.

35. Heritage Fungicide (EPA Reg. No. 100-1093) is listed as a product that TruGreen uses. Its EPA registration states that the active ingredient is azoxystrobin, and that “azoxystrobin and a degradate of azoxystrobin are known to leach through soil into groundwater under certain conditions as a result of label use. This chemical may leach into groundwater if used in areas where soils are permeable, particularly where the water table is shallow.”

36. Heritage G (EPA Reg. No. 100-1323) is listed as a product that TruGreen uses. Its EPA registration states that the active ingredient is also azoxystrobin, and similarly states that “azoxystrobin and a degradate of azoxystrobin are known to leach through soil into groundwater under certain conditions as a result of label use. This chemical may leach into groundwater if used



in areas where soils are permeable, particularly where the water table is shallow.”

37. The EPA registration of several other products that TruGreen uses also state that the chemicals contained in those products may leach into groundwater. These products are:

- Change Up (EPA Reg. No. 228-445)
- Escalade 2 (EPA Reg. No. 228-442)
- Tri-Power (EPA Reg. No. 228-262)
- GrubEx Pro (EPA Reg. No. 228-485)
- 0.2 Mallet with Fertilizer (EPA Reg. No. 228-500-82757)
- Merit 2F Insecticide (EPA Reg. No. 432-1312)
- 0.2% Merit Plus Turf Fertilizer (EPA Reg. No. 432-1349-82757)
- Turflon Ester Ultra (EPA Reg. No. 62719-566)
- TruPower3 (EPA Reg. No. 100-1323)

38. The aforementioned products are all known or thought to leach into groundwater. Therefore, TruGreen falsely advertises that it does not use products that are known or thought to leach into groundwater.

**F. TruGreen Has Deceived Consumers and Is Aware That Its Representations Were False.**

39. TruGreen holds itself out to the public as a trusted expert in lawn care.

40. Consumers are becoming increasingly aware of pesticides in the environment and concerned about their potential effects on people and animals.

41. TruGreen is aware of these concerns,<sup>5</sup> and knows that consumers are more likely to buy—and will pay more for—lawn care services that cannot adversely affect people, pets, or the environment.

42. Consumers have been deceived into believing that TruGreen only uses chemicals that cannot adversely affect people, pets, or the environment.

43. The nature of the chemicals that TruGreen uses is known to TruGreen.

44. TruGreen is required under Washington D.C. law to keep records of and report each pesticide application to the District Department of Environment. These records shall include the name and EPA registration number of the pesticide used.<sup>6</sup>

45. Therefore, TruGreen has actual and constructive knowledge of the products used, as well as the information contained in those products' labels. As one of the nation's leading lawn care companies, TruGreen knows or should know that some of the products that it uses are classified as probable human carcinogens by the IARC, known skin sensitizers or allergens, or are known or thought to leach into groundwater.

46. TruGreen knows what representations it makes regarding its services and the products that it uses.

47. Consumers frequently rely on the information provided on companies' websites in making the decision to purchase goods or services.

48. Discovery of the true nature of TruGreen's services requires knowledge or research that is not available to the average reasonable consumer.

<sup>5</sup> Bounds, Gwendolyn. "Grass Warfare." Wall Street Journal. (July 7, 2007). <https://www.wsj.com/articles/SB118375399365859454> (Last visited March 18, 2020).

<sup>6</sup> CDCR § 20-2516.

49. Reasonable consumers lack the information and scientific knowledge necessary to ascertain the true nature of each chemical that TruGreen uses.

50. Reasonable consumers must, and do, rely on TruGreen to honestly report the nature of the chemicals that it uses.

51. Reasonable consumers are misled and deceived by TruGreen's representations into believing that the services that TruGreen provides are free of harmful chemicals that are classified as probable human carcinogens by the IARC, known skin sensitizers or allergens, or are known or thought to leach into groundwater.

52. TruGreen omits additional material information that it knows, namely, that many of the chemicals it uses are, contrary to TruGreen's explicit representations, classified as probable human carcinogens by the IARC, known skin sensitizers or allergens, or are known or thought likely to leach into groundwater.

53. TruGreen thus knew all the facts demonstrating that its services do not meet consumer expectations, were falsely advertised, and knew that material facts were omitted from its marketing.

54. Reliance is not an element of Plaintiff's claim under the DC CPPA; nevertheless, TruGreen made the false, misleading, and deceptive representations and omissions knowing that consumers would rely upon these representations and omissions in purchasing its services.

55. TruGreen's statements convey a series of express and implied claims and/or omissions that TruGreen knows are material to the reasonable consumer.

56. TruGreen knew and intended for consumers to rely on its false, misleading, and deceptive representations and omissions in making purchasing decisions when consumers might otherwise purchase competing services.

57. Upon information and belief, TruGreen has profited enormously, including from consumers in the District of Columbia, from its falsely marketed services and image.

58. TruGreen's conduct in representing itself as environmentally responsible, despite using chemicals known to be harmful to the environment, deceived and/or is likely to deceive consumers and the public.

59. TruGreen's conduct in explicitly representing its services as being free from specific harmful chemicals, despite using those chemicals, deceived and/or is likely to deceive consumers and the public.

60. To this day, TruGreen continues to obscure the true nature of the chemicals that it uses in the course of its services through its representations.

61. TruGreen's concealment tolls applicable statute of limitations.

62. Upon information and belief, TruGreen has failed to remedy the problems with the marketing of its services.

63. D.C. consumers are at risk of real, immediate, and continuing harm if the Products continue to be sold with the misleading representations.

64. TruGreen has failed to provide adequate relief to consumers and residents of the District of Columbia as of the date of filing this Complaint.

65. Plaintiff Beyond Pesticides contends that TruGreen's services were sold pursuant to deceptive, unfair, and unlawful trade practices because the sale of the services offends public policy and is immoral, unethical, oppressive, unscrupulous, and caused substantial economic injuries to consumers.

66. Plaintiff Beyond Pesticides seeks declaratory relief in the form of an order declaring TruGreen's conduct to be unlawful, as well as injunctive relief putting an end to TruGreen's

deceptive and unfair business practices, including removal of TruGreen's false and deceptive marketing statements.

### **JURISDICTION AND VENUE**

67. This Court has personal jurisdiction over the parties in this case. Plaintiff Beyond Pesticides, by filing this Complaint, consent to this Court having personal jurisdiction over them.

68. Plaintiff Beyond Pesticides is headquartered in, and has members and staff based in the District of Columbia.

69. This Court has personal jurisdiction over Defendant pursuant to D.C. Code § 13-423. Defendant has sufficient minimum contacts with the District of Columbia to establish personal jurisdiction of this Court over them because, *inter alia*, TruGreen is engaged in deceptive schemes and acts directed at persons residing in, located in, or doing business in the District of Columbia, or otherwise purposefully avails itself of the laws of the District through its marketing and sales of the Products in the District.

70. This Court has subject matter jurisdiction over this action pursuant to D.C. Code §§ 28-3905(k)(1)(B), (k)(1)(D), and (k)(2).

### **PARTIES**

71. Plaintiff Beyond Pesticides is a 501(c)(3) non-profit, public-interest organization whose mission is to protect the public health and the environment and to lead the transition to a world free of toxic pesticides by educating consumers about potential hazards of pesticides and biocides usage.

72. Plaintiff Beyond Pesticides is based in the District of Columbia and performs its work throughout the United States, including in the District of Columbia.

73. Plaintiff Beyond Pesticides was formed in 1981 as a non-profit organization meant to inform the public of the dangers of toxic pesticides, and advocate on behalf of the public against their use.

74. Plaintiff Beyond Pesticides educates the public so that consumers can make informed choices when they shop. Beyond Pesticides' website, publications, public education, research, network building, and mobilization activities provide an important service to consumers and community activists.

75. For example, Beyond Pesticides' Daily News Blog provides a centralized location of news regarding Beyond Pesticides' actions and environmental concerns generally. In the past, Plaintiff Beyond Pesticides has used the Daily News Blog to report on TruGreen's practices regarding pesticide application and to publicly object to TruGreen's inclusion as an official Earth Day sponsor because of its practices.<sup>7</sup>

76. Plaintiff Beyond Pesticides publishes *Pesticides and You*, a quarterly newsletter that provides in-depth articles and a voice for pesticide safety and alternatives. Plaintiff Beyond Pesticides has published several factsheets, letters, and articles in *Pesticides and You*, including a 2005 article specifically about how the lawn care industry engages in false advertising to seem more environmentally responsible than it is.<sup>8</sup>

<sup>7</sup> See, e.g., Beyond Pesticides, *TruGreen Fined in New York; Dropped as Earth Day Sponsor*, Daily News Blog (Mar. 22, 2010), <https://beyondpesticides.org/dailynewsblog/2010/03/trugreen-fined-for-pesticide-misapplications-in-new-york-state/>; Beyond Pesticides, *Earth Day Decides on Sponsorship Agreement with TruGreen*, Daily News Blog (Mar. 18, 2010), <https://beyondpesticides.org/dailynewsblog/2010/03/earth-day-retracts-sponsorship-agreement-with-trugreen/>.

<sup>8</sup> Beyond Pesticides, "The Gloves are Off vs. Get a Grip," *Pesticides and You*, 14 (Spring 2014) available at <https://www.beyondpesticides.org/assets/media/documents/infoservices/pesticidesandyou/Spring%2005%20vol.%2025%20no.%201.pdf>

77. Plaintiff Beyond Pesticides also attempts to effect change through local action, assisting individuals and community-based organizations to discontinue the use of toxic pesticides, while providing information regarding safe alternatives.

78. One of Plaintiff Beyond Pesticides' on-going programs is its Lawns and Landscapes program.<sup>9</sup> This program provides consumers information about the effects of common lawn care chemicals and provides alternatives and "Tools for Change" to help consumers remove environmentally harmful chemicals from their own lawns and to petition their towns and communities to remove environmentally harmful chemicals from parks, schools, and public areas.

79. Plaintiff Beyond Pesticides has an interest in truth-in-advertising regarding pesticides. The organization diligently works to promote ecological systems that are clean, accessible, and free of contamination. To that end, Plaintiff Beyond Pesticides educates consumers, increasing their awareness and knowledge of the effects of pesticide usage on residential lawns and within neighborhoods.

80. Consequently, Plaintiff Beyond Pesticides has a sufficient nexus to consumers of TruGreen's services to adequately represent those interests.

81. At all times mentioned herein, Defendant TruGreen Limited Partnership was and is a limited partnership formed under the laws of the state of Tennessee, where it maintains its headquarters. Defendant is and was, at all relevant times, engaged in commercial transactions throughout the District of Columbia.

82. TruGreen markets and sells its services in the District of Columbia and throughout

<sup>9</sup> *Programs: Lawn and Landscapes*, Beyond Pesticides, <https://www.beyondpesticides.org/programs/lawns-and-landscapes/overview> (last visited March 18, 2020).

the United States.

83. Upon information and belief, TruGreen has caused harm to the general public of the District of Columbia.

84. Plaintiff Beyond Pesticides is acting on behalf of itself and for the benefit of D.C. consumers and the D.C. general public as private attorneys general pursuant to D.C. Code § 28-3905(k)(1). Beyond Pesticides is a public-interest organization pursuant to D.C. Code § 28-3901(a)(15).

### **CAUSE OF ACTION**

#### **VIOLATION OF THE DISTRICT OF COLUMBIA CONSUMER PROTECTION PROCEDURES ACT**

85. Pursuant to D.C. Code §§ 28-3905(k)(1) and 28-3905(k)(2), Plaintiff Beyond Pesticides brings this Count against TruGreen on behalf of itself, its members, and the general public of the District of Columbia, for TruGreen's violation of DC CPPA, D.C. Code § 28-3901, *et seq.*

86. Plaintiff Beyond Pesticides incorporates by reference all the allegations in the preceding paragraphs of this Complaint.

87. TruGreen represents that its services are environmentally responsible and that the chemicals it uses are not (1) known or probable human carcinogens, (2) known skin sensitizers or possible allergens, or (3) known or thought likely to leach into groundwater. To the contrary, several of the chemicals that TruGreen uses have at least one of those traits.

88. TruGreen's advertising of its services misrepresents, tends to mislead, and omits facts regarding the characteristics, standard, quality, and grade of the products it uses.



89. TruGreen's services lack the characteristics, benefits, standards, qualities, or grades that TruGreen states and implies in its advertisements.

90. TruGreen knowingly did not provide its services as advertised.

91. The facts as alleged above demonstrate that TruGreen has violated the DC CPPA, D.C. Code § 28-3901 *et seq.* Specifically, TruGreen has violated D.C. Code § 28-3904, which makes it an unlawful trade practice to:

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

92. The DC CPPA makes such conduct an unlawful trade practice "whether or not any consumer is in fact misled, deceived or damaged thereby." D.C. Code § 28-3904.

93. Plaintiff Beyond Pesticides need not show proof of deception to succeed on its DC CPPA claim; nevertheless, consumers were in fact deceived. TruGreen knows and should have known that reasonable consumers would believe TruGreen's representations of its services.

94. Because TruGreen misrepresents the characteristics and benefits of the services it provides; misrepresents the standard, quality, and grade of the products it uses in the course of those services; and advertises its services without the intent to perform those services as advertised, TruGreen's marketing of its services violate D.C. Code §§ 28-3904(a), (d), (e), (f), (f-1), and (h).

95. TruGreen is a "person" within the meaning of D.C. Code § 28-3901(a)(1), a merchant under § 28-3901(a)(3), and provides "goods and services" within the meaning of § 28-3901(a)(7).

96. Any consumer has the right to bring an action for redress of TruGreen's unlawful behavior, *see* D.C. Code § 28-3905(k)(1)(A), and the statute does not limit consumer plaintiffs according to whether they purchased the product or service at issue. Nevertheless, as alleged in this Complaint, the services are marketed and provided in the District, and consumers within the District have obtained these services under the misrepresentations made by TruGreen. Therefore, a variety of purchasing and non-purchasing consumers could bring an action against TruGreen based on the misrepresentations and omissions listed in this Complaint.

97. Pursuant to D.C. Code § 28-3905(k)(1)(D)(i), "a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice."

98. The only limitation on this power of a public interest organization to act on behalf of consumers is that the public interest organization must have "sufficient nexus to the interests involved of the consumer or class to adequately represent those interests." D.C. Code § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see supra* ¶¶ 71-79, Plaintiff Beyond Pesticides

was founded with the purpose of advocating for and educating consumers, including consumers in the District of Columbia, by focusing on matters related to truth in advertising, environmentally responsible practices, and reduction in toxic pesticide use, among others. In addition, Plaintiff Beyond Pesticides has retained the undersigned competent counsel, with significant experience in litigating under the DC CPPA, to pursue this action. Plaintiff Beyond Pesticides has previously represented District consumers in litigation.

99. Via § 28-3905(k)(1)(D)(i), the DC CPPA allows for non-profit organizational standing to the fullest extent recognized by the D.C. Court of Appeals in its past and future decisions addressing the limits of constitutional standing under Article III.

100. Plaintiff Beyond Pesticides is a “person” within the meaning of D.C. Code § 28-3901(a)(1) and a “public interest organization” within the meaning of D.C. Code § 28-3901(a)(15).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Beyond Pesticide prays for judgment against Defendant TruGreen and requests the following relief:

- A. a declaration that TruGreen’s conduct is in violation of the DC CPPA;
- B. an order enjoining TruGreen’s conduct found to be in violation of the DC CPPA, as well as corrective advertising;
- C. an order granting Plaintiff costs and disbursements, including reasonable attorneys’ fees and expert fees, and prejudgment interest at the maximum rate allowable by law; and;
- D. such further relief, including equitable relief, as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

DATED: March 20, 2020



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*Attorneys for Plaintiff*

# Superior Court of the District of Columbia

## CIVIL DIVISION- CIVIL ACTIONS BRANCH

### INFORMATION SHEET

BEYOND PESTICIDES, 701 E Street,  
SE, Suite 200, Washington, DC 20003,

Case Number: 2020 CA 001973 B

vs  
TRUGREEN LIMITED PARTNERSHIP, 860  
Lake Ridge Blvd Fl 3, Memphis, TN, 38120,

Date: March 20, 2020

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

Name: (Please Print) <u>Kim Richman</u>	Relationship to Lawsuit
Firm Name: <u>Richman Law Group</u>	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: <u>718-705-4579</u> Six digit Unified Bar No.: <u>1022978</u>	<input type="checkbox"/> Self (Pro Se)
	<input type="checkbox"/> Other: _____

TYPE OF CASE: ☐ Non-Jury ☐ 6 Person Jury ☒ 12 Person Jury  
Demand: \$ \_\_\_\_\_ Other: \_\_\_\_\_

#### PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar #: \_\_\_\_\_

Case No.: \_\_\_\_\_ Judge: \_\_\_\_\_ Calendar#: \_\_\_\_\_

#### NATURE OF SUIT: (Check One Box Only)

##### A. CONTRACTS

##### COLLECTION CASES

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> 01 Breach of Contract        | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty        | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent  | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied  |
| <input type="checkbox"/> 06 Negotiable Instrument     | <input type="checkbox"/> 27 Insurance/Subrogation               | <input type="checkbox"/> 26 Insurance/Subrogation         |
| <input type="checkbox"/> 07 Personal Property         | Over \$25,000 Pltf. Grants Consent                              | Over \$25,000 Consent Denied                              |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation               | <input type="checkbox"/> 34 Insurance/Subrogation         |
| <input type="checkbox"/> 15 Special Education Fees    | Under \$25,000 Pltf. Grants Consent                             | Under \$25,000 Consent Denied                             |
|   | <input type="checkbox"/> 28 Motion to Confirm Arbitration       |   |
|   | Award (Collection Cases Only)                                   |   |

##### B. PROPERTY TORTS

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

##### C. PERSONAL TORTS

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

SEE REVERSE SIDE AND CHECK HERE

IF USED

# Information Sheet, Continued

## C. OTHERS

- |   |   |
|---|---|
| <input type="checkbox"/> 01 Accounting                                  | <input type="checkbox"/> 17 Merit Personnel Act (OEA)   |
| <input type="checkbox"/> 02 Att. Before Judgment                        | (D.C. Code Title 1, Chapter 6)  |
| <input type="checkbox"/> 05 Ejectment                                   | <input type="checkbox"/> 18 Product Liability   |
| <input type="checkbox"/> 09 Special Writ/Warrants<br>(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,<br>Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication                        | <input type="checkbox"/> 29 Merit Personnel Act (OHR)   |
| <input type="checkbox"/> 11 Writ of Replevin                            | <input type="checkbox"/> 31 Housing Code Regulations  |
| <input type="checkbox"/> 12 Enforce Mechanics Lien                      | <input type="checkbox"/> 32 Qui Tam   |
| <input type="checkbox"/> 16 Declaratory Judgment                        | <input type="checkbox"/> 33 Whistleblower   |

## II.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name                                 | <input type="checkbox"/> 15 Libel of Information                                    | <input type="checkbox"/> 21 Petition for Subpoena<br>[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic                      | <input type="checkbox"/> 19 Enter Administrative Order as<br>Judgment [ D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien                   |
| <input type="checkbox"/> 08 Foreign Judgment/International                 | 2-1802.03 (h) or 32-151 9 (a)]  | <input type="checkbox"/> 23 Rule 27(a)(1)<br>(Perpetuate Testimony)  |
| <input type="checkbox"/> 13 Correction of Birth Certificate                | <input type="checkbox"/> 20 Master Meter (D.C. Code §                               | <input type="checkbox"/> 24 Petition for Structured Settlement       |
| <input type="checkbox"/> 14 Correction of Marriage<br>Certificate          | 42-3301, et seq.)   | <input type="checkbox"/> 25 Petition for Liquidation                 |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle)  |   |  |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) |   |  |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other)    |   |  |

## D. REAL PROPERTY

- |  |  |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate                | <input type="checkbox"/> 08 Quiet Title                                  |
| <input type="checkbox"/> 12 Specific Performance                     | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted           |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain)            | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied            |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale       | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) |  |



Attorney's Signature

3/20/19

Date



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION  
Civil Actions Branch  
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001  
Telephone: (202) 879-1133 • Website: [www.dccourts.gov](http://www.dccourts.gov)

BEYOND PESTICIDES

Vs.

C.A. No. 2020 CA 001973 B

TRUGREEN LIMITED PARTNERSHIP

**INITIAL ORDER AND ADDENDUM**

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

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

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

(3) Within 21 days of service as described above, except as otherwise noted in Super. Ct. Civ. R. 12, each defendant must respond to the complaint by filing an answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in Super. Ct. Civ. R. 55(a).

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

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than seven business days before the scheduling conference date.

No other continuance of the conference will be granted except upon motion for good cause shown.

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

Chief Judge Robert E. Morin

Case Assigned to: Judge SHANA FROST MATINI

Date: March 23, 2020

Initial Conference: 9:30 am, Friday, June 19, 2020

Location: Courtroom 517

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

## **ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES**

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

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at [www.dccourts.gov/medmalmediation](http://www.dccourts.gov/medmalmediation). One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to [earlymedmal@dcsc.gov](mailto:earlymedmal@dcsc.gov). *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

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

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

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

Chief Judge Robert E. Morin