

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

**Doreen McGinley, on behalf of herself and
all others similarly situated,**

Plaintiff,

v.

WALGREEN CO., an Illinois corporation,

Defendant.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Case No. _____

Plaintiff, by and through her counsel, respectfully files this Class Action Complaint on behalf of herself a Class of similarly-situated individuals who have purchased, in the State of Florida, respectively, a Walgreen Co. ("Walgreens") joint supplement containing glucosamine, chondroitin and/or other ingredients that were falsely labeled and represented to "rebuild cartilage."

NATURE OF THE ACTION

1. Walgreens sells a line of glucosamine and chondroitin supplements with the false promise and deceptive warranty that its products "rebuild cartilage." As Walgreens is fully aware, however, it is physically and biologically impossible to "rebuild" cartilage that has been lost or damaged.

2. Walgreens sells its products (the "Walgreens Products") throughout the State of Florida by taking advantage of consumers' reasonable but unattainable desire to reverse the damage done to their cartilage. This suit seeks redress on behalf of all consumers in Florida who

purchased a Walgreens glucosamine and chondroitin supplement from October 2006 to the present that were sold with a label promising that the product would "rebuild cartilage."

PARTIES

3. Plaintiff Doreen McGinley is a resident of Palm Beach Gardens, Florida. Plaintiff purchased Walgreen's Glucosamine Chondroitin MSM Complex Caplets directly from the Company's online store in September 2013. Prior to making her purchase, Plaintiff relied upon the Company's claims that its glucosamine and chondroitin products "rebuild cartilage." Specifically, these advertisements were published on the website Drugstore.com.

4. Defendant Walgreen Co. is an Illinois corporation with its principal place of business in Deerfield, Illinois.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Jurisdiction is proper because (1) the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interests and costs and (2) the named Plaintiff and the Defendant are citizens of different states. 28 U.S.C. § 1332(d)(2)(A).

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to the claim occurred within this judicial district, and because Defendant has marketed and sold the products at issue in this action within this judicial district and has done business within this judicial district.

FACTUAL ALLEGATIONS

7. Millions of adults in the United States live with arthritis, a disease involving the breakdown of cartilage in joints, or other orthopedic disorders in which cartilage in joints is broken down over time and causes bones in those joints to grind against each other. Cartilage

normally protects a joint, allowing it to move smoothly, and also absorbs shock when pressure is placed on the joint. Without normal amounts of cartilage, the bones in the joint rub together, causing pain, swelling and stiffness. These conditions are often extremely painful and result in limitations on an individual's range of motion, and most often impact elderly persons.

8. Recently, dietary supplement manufacturers have introduced a variety of products promising joint relief from chronic pain. In the rush for increased market share, some retailers have claimed that that glucosamine and chondroitin supplements can "rebuild cartilage."

9. Defendant Walgreens, the seller of a wide variety of vitamin, nutritional and dietary supplement products, is one such company. One of Walgreens' most successful product lines is promoted as a joint supplement that contains glucosamine and chondroitin. These joint supplements are sold at Walgreens stores throughout Florida and nationwide using Walgreens labels that prominently claim, among other things, to "rebuild cartilage." Walgreens also maintains a website devoted to marketing its products (www.walgreens.com), where it maintains a web page for each of its glucosamine and chondroitin products. In the textual portion of the page for each product, the claim prominently appears that the products "rebuild cartilage."

10. Glucosamine is an amino sugar present in cartilage. Glucosamine supplements are produced commercially from crustacean exoskeletons, and are one of the most common non-vitamin dietary supplements sold in the United States. Chondroitin is a sulfated glycosaminoglycan composed of a chain of alternating sugars. Chondroitin sulfate is a structural component of cartilage and provides resistance to compression. There is no competent scientific evidence which supports the claim that either of these ingredients, or any other ingredient, contained in Walgreens' dietary supplements, alone or in combination, are capable of rebuilding cartilage that has been damaged or destroyed.

11. Walgreens' statement that its products "rebuild cartilage" is false and misleading. Indeed, since 2004, multiple clinical studies have found that glucosamine and chondroitin, alone or in combination, are not effective in providing the represented joint health benefits.

12. In 2004, one study concluded that glucosamine was no more effective than a placebo in treating the symptoms of knee osteoarthritis. McAlindon et al., *Effectiveness of Glucosamine For Symptoms of Knee Osteoarthritis: Results From an Internet-Based Randomized Double-Blind Controlled Trial*, 117(9) Am. J. Med. 649 (Nov. 2004).

13. Indeed, as early as 2004, other clinical studies indicated a significant “placebo” effect when patients consumed products they were told had the potential to cure joint aches and pains. For example, one 2004 study involved a six-month study of the effects of glucosamine compared with placebo and concluded that there was no difference in primary or secondary outcomes between the two. Cibere et al., *Randomized, Double-Blind, Placebo-Controlled Glucosamine Discontinuation Trial In Knee Osteoarthritis*, 51(5) Arthritis Care & Research 738-45 (Oct. 15, 2004). The authors concluded that the study provided *no evidence* of symptomatic benefit from continued use of glucosamine and that perceived benefits were, in fact, due to the placebo effect and not any real benefit provided by glucosamine. *Id.*

14. In 2006, the first GAIT study concluded that “[t]he analysis of the primary outcome measure did not show that either supplement, alone or in combination, was efficacious.” 2006 GAIT Study at 806. Subsequent GAIT studies in 2008 and 2010 reported that glucosamine and chondroitin did not rebuild cartilage¹ and were otherwise ineffective – even in patients with

¹ To a similar effect a study by Kwok, et al., entitled *The Joints On Glucosamine (JOG) Study: A Randomized, Double-Blind, Placebo-Controlled Trial To Assess The Structural Benefit Of Glucosamine In Knee Osteoarthritis Based On 3T MRI*, 60 Arthritis Rheum 725 (2009), concluded that glucosamine was not effective in preventing the worsening of cartilage damage.

moderate to severe knee pain for which the 2006 GAIT study reported results were inconclusive.

See Sawitzke, A.D., et al., *The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis: A GAIT Report*, 58(10) J. Arthritis Rheum. 3183–91 (Oct. 2008); Sawitzke, A.D., *Clinical Efficacy And Safety Of Glucosamine, Chondroitin Sulphate, Their Combination, Celecoxib Or Placebo Taken To Treat Osteoarthritis Of The Knee: 2-Year Results From GAIT*, 69(8) Ann Rheum. Dis. 1459-64 (Aug. 2010).

15. The GAIT studies are consistent with the reported results of other studies that have demonstrated the ineffectiveness of both glucosamine and chondroitin.

- In 2008, a study concluded that glucosamine was no better than a placebo in reducing either the symptoms or progression of hip osteoarthritis. Rozendaal et al., *Effect of Glucosamine Sulfate on Hip Osteoarthritis*, 148 Ann. of Intern. Med. 268-77 (2008)
- A 2010 a meta-analysis examined prior studies involving glucosamine and chondroitin, alone or in combination, and reported that the collection of studies supported a conclusion that those compounds neither reduced joint pain nor had an impact on the narrowing of joint space. Wandel et al., *Effects of Glucosamine, Chondroitin, Or Placebo In Patients With Osteoarthritis Or Hip Or Knee: Network Meta-Analysis*, BMJ 341:c4675 (2010).
- Another 2010 study concluded that there was no difference between placebo and glucosamine for the treatment of low back pain and lumbar osteoarthritis and that there was no data recommending the use of glucosamine. Wilkens et al., *Effect of Glucosamine on Pain-Related Disability in Patients With Chronic Low Back Pain and Degenerative Lumbar Osteoarthritis*, 304(1) JAMA 45-52 (July 7, 2010).

- In 2011, a summary article reviewed the available literature and concluded that “[t]he cost-effectiveness of these dietary supplements alone or in combination in the treatment of OA has not been demonstrated in North America.” Miller, K. and Clegg, D., *Glucosamine and Chondroitin Sulfate*, *Rheum. Dis. Clin. N. Am.* 37 (2011) 103-118.
- Most recently, a meta-analysis synthesized all available studies evaluating the efficacy of glucosamine for treating osteoarthritis and concluded that glucosamine showed *no pain reduction benefits* for osteoarthritis. Wu D. et al., *Efficacies of different preparations of glucosamine for the treatment of osteoarthritis: a meta-analysis of randomised, double-blind, placebo-controlled trials*, 67(6) *Int. J. Clin. Pract.* 585-94 (June 2013).

16. Scientific studies have also shown that the other ingredients in the Walgreens’ Products are similarly ineffective. *See, e.g., S. Brien, et. al., Systematic Review Of The Nutritional Supplements (DMSO) And Methylsulfonylmethane (MSM) In The Treatment Of Osteoarthritis*, 16 *Osteoarthritis and Cartilage*, 1277 (Nov. 2008); Usha PR and Naidu MU, *Randomised, Double-Blind, Parallel, Placebo-Controlled Study of Oral Glucosamine, Methylsulfonylmethane and their Combination in Osteoarthritis*, 24 *Clinical Drug Investigation* 353-63 (2004); *see also* Biegert C et al., *Efficacy and Safety of Willow Bark Extract in the Treatment of Osteoarthritis and Rheumatoid Arthritis: Results of 2 Randomized Double-Blind Controlled Trials*, *Journal of Rheumatology*. 31.11 (2004):2121-30 (no efficacy for willow bark as compared with placebo and willow bark less effective than low dosages of non-steroidal anti-inflammatory); *see also* Abdel-Tawb, M., et al., *Boswellia Serrata: An Overall Assessment Of In Vitro, Preclinical, Pharmacokinetic And Clinical Data*, 50 *Clin Pharmacokinet.* 349-69 (2011).

17. Walgreens’ claims that the Walgreens Products rebuild cartilage are also totally belied by the available scientific evidence:

- In October 2008, the GAIT Study also concluded that glucosamine and/or chondroitin, alone or in combination, did not demonstrate a clinically important difference in joint space loss, indicating that they were ineffective in rebuilding or regenerating cartilage. Sawitzke et al., *The Effect of Glucosamine and/or Chondroitin Sulfate on the Progression of Knee Osteoarthritis, A Report from the Glucosamine/Chondroitin Arthritis Intervention Trial*, 58 Arthritis Rheum. 3183-3191 (2008).
- In April 2009, the Journal of Orthopaedic Surgery published an article that concluded that there was scant evidence to support a claim that glucosamine was superior to placebo in even arresting the deterioration of cartilage, to say nothing of arresting that process and promoting regeneration or rebuilding. Kirkham, et al., *Review Article: Glucosamine*, 17(1) Journal of Orthopaedic Surgery 72-6 (2009).

18. To date, there are only two studies, each more than a decade old, which purport to claim that the ingestion of glucosamine can affect the growth or deterioration of cartilage, both sponsored by a glucosamine supplement manufacturer: Pavelka et. al. Glucosamine Sulfate Use and Delay of Progression of Knee Osteoarthritis, Arch. Intern. Med., 162: 2113-2123 (2002); Reginster et. al. Long-term Effects of Glucosamine Sulphate On Osteoarthritis Progress: A Randomised, Placebo-Controlled Clinical Trial, Lancet, 357: 251-6 (2001). As noted in the April 2009 Journal of Orthopaedic Surgery article, the methodologies in those studies had "inherently poor reproducibility," and even minor changes in posture by the subjects during scans could cause false apparent changes in cartilage. The authors of the Journal of Orthopaedic Surgery article explained the manufacturer-sponsored studies' findings by noting that "industry-sponsored trials report positive effects more often than do nonsponsored trials and more find pro-industry results." No reliable scientific medical study has shown that glucosamine and

chondroitin, alone or in combination, have a structure modifying effect that will rebuild cartilage that has broken down or worn away.

19. Walgreens thus lacks a reasonable basis to represent to consumers that its products rebuild cartilage. In fact, it is medically impossible to rebuild cartilage that has been damaged or destroyed simply by taking glucosamine and/or chondroitin supplements, however formulated.

20. Plaintiff purchased and consumed Walgreens glucosamine and chondroitin supplements because she believed, based upon the label, that she would rebuild the cartilage in her joints. Her belief that the product would "rebuild cartilage" in her joints was reasonable because Walgreens, as a retailer and distributor of dietary supplements throughout the United States, has superior knowledge, skill and expertise (as compared to Plaintiff) to appreciate the truth or falsity of the statement that the product can "rebuild cartilage." Plaintiff reasonably relied upon the statement that the supplements would "rebuild cartilage" when she purchased the product.

21. Plaintiff would not have bought Walgreens glucosamine and chondroitin supplements if she had known that they would not "rebuild cartilage." The Walgreens Glucosamine Chondroitin MSM Complex Caplets supplement that Plaintiff purchased did not and could not rebuild her cartilage.

22. Plaintiff was injured because she purchased a product that was incapable of performing as promised. Moreover, Defendant is able to, and does, charge more for its glucosamine products than it would otherwise be able to because Walgreens represents that its supplements will "rebuild cartilage." In addition, this misrepresentation allows Walgreens to charge more for its supplements than other brands containing similar amounts of glucosamine,

chondroitin and the other ingredients contained in Defendant's joint supplements. This price premium is a direct result of Defendant's misrepresentation that its product will "rebuild cartilage."

CLASS DEFINITION AND ALLEGATIONS

23. Plaintiff brings this action on behalf of herself and all other similarly situated Florida residents pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure and seeks certification of the following Class: all consumers who, within the applicable statute of limitations period, purchased in Florida a Walgreens' glucosamine and/or chondroitin product with the representation that it "rebuild[s] cartilage" on the label. Excluded from the Class are Walgreens, its parents, subsidiaries, affiliates, officers and directors, and those who purchased these products for resale.

24. The members of the Class are so numerous that joinder of all members of the Class is impracticable. Plaintiff is informed and believes that the proposed Class contains thousands of purchasers of the Walgreens products who have been damaged by Walgreens' conduct as alleged herein. The precise number of Class members is unknown to Plaintiff.

25. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (1) whether the claims discussed above are true, or are misleading, or objectively reasonably likely to deceive;
- (2) whether Walgreens' conduct violates public policy;
- (3) whether the conduct constitutes violations of the laws asserted;
- (4) whether Walgreens engaged in false or misleading advertising;

(5) whether Plaintiff and Class members have sustained monetary loss and the proper measure of that loss; and

(6) whether Plaintiff and Class members are entitled to other appropriate remedies, including corrective advertising and injunctive relief.

26. Plaintiff's claims are typical of the claims of the members of the Class because, *inter alia*, all Class members were injured through the uniform misconduct described above having been exposed to Walgreens' false representations regarding the efficacy of the products. Plaintiff is advancing the same claims and legal theories on behalf of herself and all members of the Class.

27. Plaintiff will fairly and adequately protect the interests of the members of the Class, has retained counsel experienced in complex consumer class action litigation, and intend to prosecute this action vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class.

28. A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against Walgreens. It would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs done to them. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts and would also increase the delay and expense to all parties and the courts. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, ensures economies of scale and comprehensive

supervision by a single court, and presents no unusual management difficulties under the circumstances here.

29. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the entire Class, preventing Walgreens from further engaging in the acts described and requiring Walgreens to provide full restitution to Plaintiff and Class members.

30. Unless a Class is certified, Walgreens will retain monies received as a result of its conduct that were taken from Plaintiff and Class members. Unless a Class-wide injunction is issued, Walgreens will continue to commit the violations alleged, and the members of the Class and the general public will continue to be deceived.

31. Walgreens has acted and refused to act on grounds generally applicable to the Class, making appropriate final injunctive relief with respect to the Class as a whole.

COUNT I
Violation of Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.

32. Plaintiff repeats the allegations in the foregoing paragraphs as if fully set forth herein.

33. Plaintiff brings this Count I individually and on behalf of the members of the Class against all Defendants.

34. The Walgreens products are consumer products as defined in 15 U.S.C. § 2301(1).

35. Plaintiff and the Class members are consumers as defined in 15 U.S.C. § 2301(3).

36. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).

37. In connection with the sale of the Walgreens' products, Defendants issued written warranties as defined in 15 U.S.C. § 2301(6) on the product packaging and in various

advertisements and promotional materials by making Express Warranties that the Walgreens' products "rebuild cartilage."

38. In fact, the Walgreens' products do not conform to the Express Warranties because each of the Express Warranties is false and misleading. In fact, each of the Express Warranties stands in contrast to independent, clinical research that has shown that none of the Express Warranties are scientifically supported or valid. Specifically, clinical studies have shown that the "active ingredients" in the Walgreens' products are no more effective than placebo in alleviating the pain, stiffness and other discomfort associated with osteoarthritis and, in addition, do not stimulate the growth of cartilage.

39. By reason of Defendant's breach of warranties, Defendant violated the statutory rights due Plaintiff and the Class members pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301 *et seq.*, thereby damaging Plaintiff and the Class members.

40. Plaintiff and the Class members were injured as a direct and proximate result of Defendant's breach because they would not have purchased the Walgreens products if they had known the truth about the Walgreens products, and would not have paid a premium price for worthless dietary supplements.

COUNT II
Violations of Florida Deceptive and Unfair Trade Practices Act,
Fla. Stat. §§ 501.201 *et seq.*

41. Plaintiff hereby realleges, and incorporates by reference as though set forth fully herein, the allegations contained in Paragraphs 1 through 40.

42. Section 501.204(1) of the Florida Statutes prohibits "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

43. Through their conduct described above, Defendants have engaged in unconscionable and deceptive acts and practices in violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the stated terms and intent of which is to protect consumers from unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.

44. Representing that the Walgreens products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage is deceptive, and has the capacity, tendency and effect of deceiving reasonable consumers who purchase the products. Reasonable consumers would believe that the Walgreens products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage, based upon Defendants’ misrepresentations to that effect.

45. Defendants knew, or should have known, that the representations that their Walgreens products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage were untrue.

46. Defendants made, and make, the representation that their Walgreens products help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage and/or joints with the intent to induce consumers, and members of the class sought herein, to purchase the products by causing them to rely on the representation that the products will help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage.

47. Plaintiff and the Class have been aggrieved and have suffered losses as a result of the Defendants’ violations of FDUTPA. By virtue of the foregoing unfair, unconscionable, and deceptive acts in the conduct of trade or commerce, Plaintiff and the members of the Class have been substantially injured in the amount of the purchase prices for the Walgreens products that they paid, or, in the alternative, have been damaged by paying more for the Walgreens products

that they purchased than for other products containing the same or similar ingredients that do not represent or promote that they will help repair, regenerate, maintain, preserve, replace, renew, or rebuild cartilage.

48. Defendants continue to violate FDUTPA, and continue to aggrieve the members of the Class.

49. By reason of the foregoing, Defendants have violated FDUTPA and are liable to Plaintiff and the Class for the damages that they have suffered as a result of Defendants' actions, the amount of such damages to be determined at trial, and attorneys' fees and costs. Plaintiff further demands injunctive relief enjoining Defendants from continuing to engage in use, or employ any act, including advertisements, packaging, or other representations, prohibited by FDUTPA.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment:

- A. Certifying the Class as requested herein;
- B. Awarding Plaintiff and the proposed Class members damages;
- C. Awarding restitution and disgorgement of Walgreens' revenues to Plaintiff and the proposed Class members;
- D. Awarding injunctive relief as permitted by law or equity, including enjoining Walgreens from continuing the unlawful practices as set forth herein, and directing Walgreens to identify, with Court supervision, victims of its conduct and pay them all money it is required to pay;
- E. Ordering Walgreens to engage in a corrective advertising campaign;
- F. Awarding statutory and punitive damages, as appropriate;

- G. Awarding attorneys' fees and costs; and
- H. Providing such further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of their claims by jury to the extent authorized by law.

Dated: September 19, 2013

Respectfully submitted,

/s/ Carlos R. Diaz
Carlos R. Diaz
R. Bruce Carlson (to be admitted *p.h.v.*)
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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

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

Doreen McGinley

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Carlos R. Diaz, Carlson Lynch LTD, 115 Federal Street, Suite 210 Pittsburgh, PA 15212 (412) 322-9243

DEFENDANTS

Walgreen Co.

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(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)

Table with 5 main columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, PERSONAL PROPERTY, HABEAS CORPUS, etc.

V. ORIGIN

- 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
7 Appeal to District Judge from Magistrate Judgment
8 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

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): 28 U.S.C. 1332(d) Violations of Florida Deceptive and Unfair Trade Practices Act
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 \$ 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

September 19, 2013

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

_____)	
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)	
<i>Plaintiff(s)</i>)	
v.)	Civil Action No.
)	
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_____)	
<i>Defendant(s)</i>)	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: