IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

ALYSSA CLEMMONS, individually and on behalf of all others similarly situated,

Plaintiff,

-against-

WALGREEN CO.

Defendant.

CLASS ACTION COMPLAINT

Case No. 15-5032

JURY TRIAL DEMANDED

Plaintiff, Alyssa Clemmons, brings this lawsuit against Defendant Walgreen Co. ("Walgreens" or "Defendant"). In order to remedy the harm arising from Defendant's illegal conduct which has resulted in unjust profits, Plaintiff brings this action on behalf of Plaintiff and a nationwide class of consumers who, within the last five years, purchased the mislabeled herbal supplements referred to herein as (the "Purchased Products" and/or "Mislabeled Products").

DEFINITIONS

1. "Class Period" is February 4, 2010 to the present.

2. Over the last five years, Plaintiff, Alyssa Clemmons, has purchased Finest Nutrition Gingko Biloba, Finest Nutrition St. John's Wort, Finest Nutrition Ginseng and Finest Nutrition Echinacea (the "Purchased Products"). Pictures of the Purchased Products are attached at Exhibit "1."

3. "Mislabeled Herbal Products" are the Purchased Products identified herein.

4. The Mislabeled Herbal Products were mislabeled because they failed to contain the medicinal herbs represented by the label.

5. The issue in this case is the false label representations and/or misrepresentations on the labels of the Misbranded Herbal Products.

PARTIES

6. Plaintiff, Alyssa Clemmons, is a resident of Bella Vista, Benton County, Arkansas who purchased the Purchased Products during the five (5) years prior to the filing of this Complaint (the "Class Period").

7. Walgreen Co. is an Illinois corporation with its principal place of business in Deerfield, Illinois doing business in the State of Arkansas.

JURISDICTION AND VENUE

8. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action in which: (1) the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs; (2) a member of the class of plaintiffs is a citizen of a State different from a defendant; and (3) the number of members of the Class in the aggregate is greater than 100.

9. The Court has personal jurisdiction over Defendant because the wrongdoing alleged herein occurred in Arkansas. Defendant also has sufficient minimum contacts with Arkansas and has otherwise intentionally availed itself of the markets in Arkansas through the promotion, marketing, and sale of products sufficient to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) and (3) because a substantial part of the events or omissions giving rise to these claims occurred in this District, a substantial part of the property that is the subject of this action is situated in this District, and Defendant is subject to the Court's personal jurisdiction with respect to this action.

FACTUAL ALLEGATIONS

11. Walgreens has manufactured, labeled and sold, during the Class Period, Walgreens "Finest Nutrition" brand dietary supplement products defined herein as "Mislabeled Herbal

Products."

12. The Walgreens "Mislabeled Herbal Products" prominently identified the primary herbal dietary ingredient as "Echinacea," "Gingko Biloba," "St. John's Wort" and "Ginseng."

13. In reality, however, recent testing has revealed that Defendant's herbal supplements are not what they purport to be.

14. Specifically, Walgreens "Finest Nutrition" Gingko Biloba contains no gingko biloba, but instead contains oryza (rice); Walgreens "Finest Nutrition" St. John's Wart product contains no St. John's Wart, but instead contains oryza, allium (garlic), and dracaena (a tropical house plant); Walgreens "Finest Nutrition" Ginseng contains no ginseng, but instead contains allium and oryza; and Walgreens "Finest Nutrition" Echinacea contains no echinacea, but instead contains allium and oryza.

15. While Defendant purports to sell its customers herbal supplements, the supplements are a sham, containing none of the active ingredient promised in the product's name and on the label.

16. The adulterated and misbranded Walgreens "Finest Nutrition" Products are worthless.

17. A reasonable purchaser would believe that Defendant's products did in fact contain the ingredients listed on the labels.

18. A reasonable purchaser would believe that Defendant's Walgreens "Finest Nutrition" Gingko Biloba actually contained gingko biloba.

19. A reasonable purchaser would believe that Defendant's Walgreens "Finest Nutrition" St. John's Wort actually contained St. John's wort.

20. A reasonable purchaser would believe that Defendant's Walgreens "Finest Nutrition" Ginseng actually contained ginseng.

21. A reasonable purchaser would believe that Defendant's Walgreens "Finest Nutrition" Echinacea actually contained echinacea.

22. At point of sale, Plaintiff did not know, and had no reason to know, that Defendant's Misbranded Walgreens "Finest Nutrition" Products were misbranded and adulterated as set forth herein. Plaintiff would not have bought the Misbranded Walgreens "Finest Nutrition" Products had she known the truth that the products contained none of the ingredients listed on the front of package label.

23. Defendant's labeling as alleged herein is false and misleading and designed to increase sales of the products at issue.

24. The "Mislabeled Herbal Products" do not contain the primary herbal dietary ingredient represented on the products' labels, such as "Echinacea," "Gingko Biloba," "St. John's Wort" and "Ginseng."

25. The Attorney General for the State of New York has served upon Walgreens a Cease and Desist Notification demanding that Walgreens immediately stop the sale of the Mislabeled Herbal Products. A copy of the Cease and Desist Notification is attached as Exhibit "2."

26. Walgreens falsely manufactured, labeled and sold the "Mislabeled Herbal Products." The "Mislabeled Herbal Products" have no monetary value and are worthless.

27. Plaintiff and the Class relied upon the representations on the products' labels to their detriment.

28. Plaintiff and the Class have been damaged by the false and deceptive labeling on the Mislabeled Herbal Products. Plaintiff and the Class are entitled to a return of the purchase price paid for the worthless Mislabeled Herbal Products.

CLASS ACTION ALLEGATIONS

29. Plaintiff brings this action as a class action pursuant to the Arkansas Rule of Procedure 23 on behalf of the following class:

> All persons who purchased Finest Nutrition Ginseng, Finest Nutrition St. John's Wort, Finest Nutrition Echinacea, and Finest Nutrition Gingko Biloba in the United States, since February 4, 2010. (the "Class").

30. The following persons are expressly excluded from each Class: (1) Defendant and its subsidiaries and affiliates; (2) all persons who make a timely election to be excluded from the proposed Class; (3) governmental entities; and (4) the Court to which this case is assigned and its staff.

31. This action can be maintained as a class action because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

32. Numerosity: Based upon Defendant's publicly available sales data with respect to the misbranded products at issue, it is estimated that the Class numbers in the hundreds, and that joinder of all Class members is impracticable.

33. Common Questions Predominate: This action involves common questions of law and fact applicable to each Class member that predominate over questions that affect only individual Class members. Thus, proof of a common set of facts will establish the right of each Class member to recover. Questions of law and fact common to each Class member include:

a. Whether Defendant engaged in unlawful, unfair or deceptive business practices by failing to properly label its products it sold to consumers;

b. Whether the products at issue were mislabeled as a matter of law;

c. Whether Defendant made unlawful and misleading herbal representations and warranties with respect to its products sold to consumers;

d. Whether Defendant violated the Arkansas Deceptive Trade Practices Act (A.C.A. § 4-88-101, *et. seq.*);

e. Whether Defendant breached its implied warranty of merchantability;

f. Whether Defendant breached its express warranties;

g. Whether Defendant was negligent in its labeling and advertising of the Purchased

Products;

h. Whether Defendant unlawfully sold the Mislabeled Herbal Products in violation of the laws of Arkansas;

i. Whether Defendant's unlawful, unfair and deceptive practices harmed Plaintiff and the Class;

j. Whether Plaintiff and the Class have been damaged by the unlawful actions of the Defendant and the amount of damages to the Class;

k. Whether Defendant was unjustly enriched by its deceptive practices;

l. Whether punitive damages should be awarded; and

m. Whether Defendant should be enjoined from continuing the conduct complained of herein.

34. Typicality: Plaintiff's claims are typical of the claims of the members of each Class because Plaintiff bought Defendant's Mislabeled Herbal Products during the Class Period. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff and each Class sustained similar injuries arising out of Defendant's conduct in violation of Arkansas law. The injuries of each member of each Class were caused directly by Defendant's wrongful conduct. In addition, the factual underpinning of Defendant's misconduct is common to all Class members of each class and represents a common thread of misconduct resulting in injury to all members of each Class. Plaintiff' claims arise from the same practices and course of conduct that give rise to the claims of each member of the Class and are based on the same legal theories.

35. Adequacy: Plaintiff will fairly and adequately protect the interests of the Class. Neither Plaintiff nor Plaintiff's counsel have any interests that conflict with or are antagonistic to the interests of the Class. Plaintiff has retained competent and experienced class action attorneys to represent their interests and those of the members of the Class. Plaintiff and Plaintiff's counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware of their fiduciary responsibilities to the members of the class and

will diligently discharge those duties by seeking the maximum possible recovery for the Class.

36. Superiority: There is no plain, speedy or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the Class will tend to establish inconsistent standards of conduct for Defendant and result in the impairment of each Class member's rights and the disposition of their interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the Court and the litigants, and will promote consistency and efficiency of adjudication.

37. Predominance: The prerequisites to maintaining a class action pursuant to ARK. R. CIV. P. 23 are met as questions of law or fact common to each class member predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

38. Plaintiff and Plaintiff's counsel are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
(Violation of A.C.A. § 4-88-101 et seq.)

39. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

40. Defendant's conduct constitutes unlawful deceptive and unconscionable trade practices. Defendant's conduct was consumer-oriented and this conduct had broad impact on consumers at large. Defendant engaged in false, misleading and unlawful advertising, marketing and labeling of Defendant's Mislabeled Herbal Products. Defendant's manufacturing, distribution and sale of Defendant's Mislabeled Herbal Products were similarly unlawful.

41. Defendant unlawfully sold Defendant's Mislabeled Herbal Products in Arkansas during the Class Period.

42. As fully alleged above, by advertising, marketing, distributing and selling mislabeled and misbranded Defendant's Mislabeled Herbal Products to Plaintiff and other members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas, Defendant engaged in, and continue to engage in, unlawful deceptive and unconscionable trade practices.

43. Defendant's misleading marketing, advertising, packaging and labeling of Defendant's Mislabeled Herbal Products were likely to deceive reasonable consumers.

44. Plaintiff and other members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas were deceived.

45. Defendant has engaged in unlawful deceptive and unconscionable trade practices.

46. Plaintiff and other members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas were injured by Defendant's unlawful deceptive and unconscionable trade practices.

47. Defendant's fraud and deception caused Plaintiff and other members of the Class to purchase Defendant's Mislabeled Herbal Products that they would otherwise not have purchased had Plaintiff known the true nature of these products.

48. Plaintiff and other members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas were injured as a result of Defendant's unlawful deceptive and unconscionable trade practices.

49. Defendant sold to Plaintiff and the members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas, a product that had no economic value. Defendant's violation of A.C.A. §§ 4-88-107 and 4-88-108 remains ongoing.

50. As a direct and proximate cause of Defendant violation of A.C.A. §§ 4-88-107 and 4-88-108, Plaintiff and the members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas were injured when they paid for this illegal and worthless products. Plaintiff and the members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas have been damaged in an amount to be determined at trial.

51. As a result of Defendant's unlawful deceptive and unconscionable trade practices, Plaintiff and the members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas, pursuant to A.C.A. § 4-88-113 and A.C.A. §§ 4-88-107 and 4-88-108, are entitled to damages and such other orders and judgments which may be necessary to disgorge Defendant's ill-gotten gains and to restore to Plaintiff and the members of the Class who purchased Defendant's Mislabeled Herbal Products in Arkansas any money paid for Defendant's Mislabeled Herbal Products.

52. The conduct described above constitutes unfair or deceptive trade practices predominately and substantially affecting the conduct of trade or commerce throughout the United States in violation of the Arkansas Deceptive Trade Practice Act, Ark. Code Ann. § 4-88-

101, *et. seq.* and other similar state statutes prohibiting unfair and deceptive acts and practices (collectively "DTPA"). Other similar state statutes include:

Alabama:	Ala. Code §8-19-5
Alaska:	Alaska Stat. §45-50-471, et seq.
Arkansas:	Ark. Code Ann. §4-88-101, et seq.
Arizona:	Ariz. Rev. Stat. §44-1522, et seq.
California:	Cal. Civ. Code §§1780 – 1784, Business and Profession Code §1720, et seq., §1750, et seq.
Connecticut:	Conn. Gen. Stat. Ann. §§42-110a – 42-110g
Colorado:	Col. Rev. Stat. §§6-1-101 – 6-1-114
Delaware:	6 Del. Code. Ann. §§2511 – 2537
District of Columbia:	D.C. Code Ann. §§28-3801 – 28-3819
Florida:	Fla. Stat. Ann. §§501.201 – 501.213
Georgia:	Ga. Stat. §10-1-393, et. seq.
Hawaii:	Hawaii Rev. L. §§480-1 – 480-24
Idaho:	Idaho Code §§48-601 – 48-619
Illinois:	815 IL CS 505/2
Indiana:	Ind. Code §24-5-0.5, et. seq.
Iowa:	Iowa Code §714.16
Kansas:	Kan. Gen. Stat. Ann. §§50-623 – 50-644
Kentucky:	Ky. Rev. Stat. Ann. §§367.110 – 367.990
Louisiana:	La. Rev. Stat. Ann. §§13:1401 – 13:1418
Maine:	Me. Rev. Stat. Ann. §§206 – 214
Maryland:	Md. Code Ann. §§13-501
Massachusetts:	Mass. Gen. L. Ann. Ch. 93A. §§1-11
Michigan:	Mich. Stat. Ann. §19.418(B)
Minnesota:	Minn. Stat. Ann. §§325D.09 – 325D.16
Mississippi:	Miss. Code §75-24-5, et. seq.
Missouri:	Mo. Ann. Stat. §§407.010 – 407.701
Montana:	Mont. Rev. Code Ann. §§30-14-101 – 30-14-224
Nebraska:	Neb. Rev. Code §§59-1501 – 59-1623
Nevada:	Nev. Rev. Stat. §§590A.010 – 590A.280
New Hampshire:	N.H. Rev. Stat. Ann. §358-A:2
New Jersey:	N.J. Rev. Stat. §§56:8-1 – 56:8-24
New Mexico:	N.M. Stat. Ann. §57-12-10
New York:	N.Y. Gen. Bus. L. §§349 - 350
North Carolina:	N.C. Gen. Stat. §§75-1 – 75-56
North Dakota:	N.D. Cent. Code §51-15-02
Ohio:	Ohio Rev. Code Ann. §1345
Oklahoma:	Okla. Stat. Tit. 15 §753
Oregon:	Ore. Rev. Stat. §§646.605 – 646.642
Pennsylvania:	73 Pa. Stat. §201, et se.
Rhode Island:	R.I. Rev. L. Ann. §§6-13.1-1 – 6-13.1-11
South Carolina:	S.C. Code §39-5-20, et. seq.

South Dakota:	S.D. Comp. L. §§37-24-1 37-24-35
Tennessee:	Tenn. Code Ann. §47-18-101 et seq.
Texas:	Tex. Rev. Civ. Stat. §§17.41 –17.63
Utah:	Utah Code Ann. §13-11-19
Vermont:	Vt. Stat. Ann. §§2451 – 2462
Virginia:	Va. Code §59.1-200, et. seq.
Washington:	RCW §19-86-010, et seq.
West Virginia:	W. Va. Code Ann. §46A-6-104
Wisconsin:	Wis. Stat. Ann. §100.18
Wyoming:	Wyo. Stat. §40-12-105, et.seq.

53. As approximate results of the Defendant's deceptive trade practices, the Plaintiff and the members of the class have suffered actually damages in an amount to be proven at trial.

54. Defendant's conduct complained of herein renders it liable under the states' DTPAs for damages for the consequences of such conduct.

55. Defendant's actions were willful, wanton, malicious, and in total disregard for the rights of the Plaintiff and Class Members. Defendant knew or should have known, in light of the surrounding circumstances that their conduct in violation of states' Deceptive Trade Practices Acts would naturally and probably result in damages to Plaintiff and Class Members. Defendant continued its wrongful conduct with malice or in reckless disregard of the consequences, from which malice may be inferred. Further, Defendant intentionally pursued its course of conduct for the purpose of causing Plaintiff and Class Members damages. Punitive damages should be awarded to deter the actions of Defendant and others who might engage in similar action or conduct.

56. Plaintiff and Class Members are entitled to any and all penalties and/or multipliers of damages as may be provided for in the states' DTPAs.

57. Plaintiff and Class Members are entitled to an award of reasonable attorneys' fees, costs of this action, plus pre and post judgment interest as may be allowed by law.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

58. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

59. As a result of Defendant's unlawful and deceptive actions described above, Defendant was enriched at the expense of Plaintiff and the Class through the payment of the purchase price for the Mislabeled Herbal Products.

60. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that they received from the Plaintiff and the Class, in light of the fact that the Mislabeled Herbal Products purchased by Plaintiff and the Class was an illegal product and was not what Defendant represented it to be. Thus, it would be unjust and inequitable for Defendant to retain the benefit without restitution to the Plaintiff and the Class for the monies paid to Defendant for the Mislabeled Herbal Products.

THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability)

61. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

62. Implied in the purchase of the Mislabeled Herbal Products by Plaintiff and the Class is the warranty that the purchased products are legal and can be lawfully sold and possessed.

63. Defendant knowingly and intentionally mislabeled their Mislabeled Herbal Products.

64. Defendant knew those Mislabeled Herbal Products were unlawful.

65. When Defendant sold this product it impliedly warranted that the products were legal and could be lawfully possessed and/or sold and therefore, merchantable.

66. Plaintiff would not have knowingly purchased a product that was illegal to own or possess.

67. No reasonable consumer would knowingly purchase a product that is illegal to own or possess.

68. The purchased Mislabeled Herbal Products were unfit for the ordinary purpose for which Plaintiff and the Class purchased them.

69. In fact, this Mislabeled Herbal Products were illegal, mislabeled, and economically worthless.

70. As a result, Plaintiff and the Class were injured through their purchase of unsuitable, useless, illegal and unsellable products.

71. By reason of the foregoing, Plaintiff and the Class were damaged in the amount they paid for Mislabeled Herbal Products.

72. Notice of the Breach of Warranty is being provided to Defendant.

FOURTH CAUSE OF ACTION
(Breach of Express Warranty)

73. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

74. Defendant's representations of fact and/or promises on the labels relating to their Mislabeled Herbal Products created express written warranties that the product would conform to Defendant's representation of fact and/or promises.

75. The Defendant's descriptions of their Mislabeled Herbal Products became part of the bases of the bargains, creating express written warranties that the product purchased by Plaintiff and the other Class Members would conform to Defendant's descriptions and specifications. The Mislabeled Herbal Products purchased by Plaintiff did not so conform.

76. Defendant provided warranties that its Mislabeled Herbal Products were labeled in

compliance with state law and were not mislabeled under state law. Defendant breached these express written warranties.

77. As a result of the foregoing, Plaintiff and the other Class Members have suffered damages, in that the value of the product they purchased was less than warranted by Defendant.

78. Defendant engaged in a scheme of offering the Mislabeled Herbal Products for sale to Plaintiff and members of the Class by way of, inter alia, false and misleading product packaging and labeling.

79. Plaintiff and the Class were the intended targets of such representations and warranties.

80. Plaintiff and the Class reasonably relied on Defendant's representations and warranties.

81. Plaintiff asserts this cause of action for violations of Arkansas law pertaining to express warranties. Plaintiff and the Class were injured as a result of Defendant's breach of their express warranties about the Mislabeled Herbal Products. Plaintiff and the Class are entitled to damages arising from the breach of warranty.

82. Notice of the Breach of Warranty is being provided to Defendant.

FIFTH CAUSE OF ACTION
(Negligence)

83. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

84. In making representations of fact to Plaintiff and the other Class members about their Mislabeled Herbal Products, Defendant failed to lawfully label or advertise their Mislabeled Herbal Products and violated their duties to disclose the material facts alleged above. Among the direct and proximate causes of said failure to disclose were the negligence and carelessness of Defendant.

85. Plaintiff and the other Class members, as a direct and proximate cause of Defendant's breaches of their duties, reasonably relied upon such representations to their detriment. By reason thereof, Plaintiff and the other Class members have suffered damages.

86. As described above, Defendant's actions violated a number of express statutory provisions designed to protect Plaintiff and the Class. Defendant's illegal actions constitute negligence per se. Moreover, the statutory food labeling and misbranding provisions violated by Defendant are strict liability provisions.

87. As alleged above, Plaintiff and the Class were injured by Defendant's unlawful actions and are entitled to recover an amount to be determined at trial due to the injuries and loss they suffered as a result of Defendant's negligence.

JURY DEMAND

Plaintiff hereby demands a trial by jury of their claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of all other similarly situated persons, prays for judgment against Defendants as follows:

A. For an order certifying this case as a class action and appointing Plaintiff and Plaintiff's counsel to represent the Class;

B. For an order awarding, as appropriate, damages, restitution, or disgorgement to Plaintiff and the Class including all monetary relief to which Plaintiff and the Class are entitled;

C. For an order awarding pre-judgment and post-judgment interest;

D. For attorneys' fees and costs;

E. Award punitive damages in an appropriate amount; and

F. Enter an injunction permanently barring continuation of the conduct complained of herein.

Dated: February 4, 2015.

Respectfully submitted,

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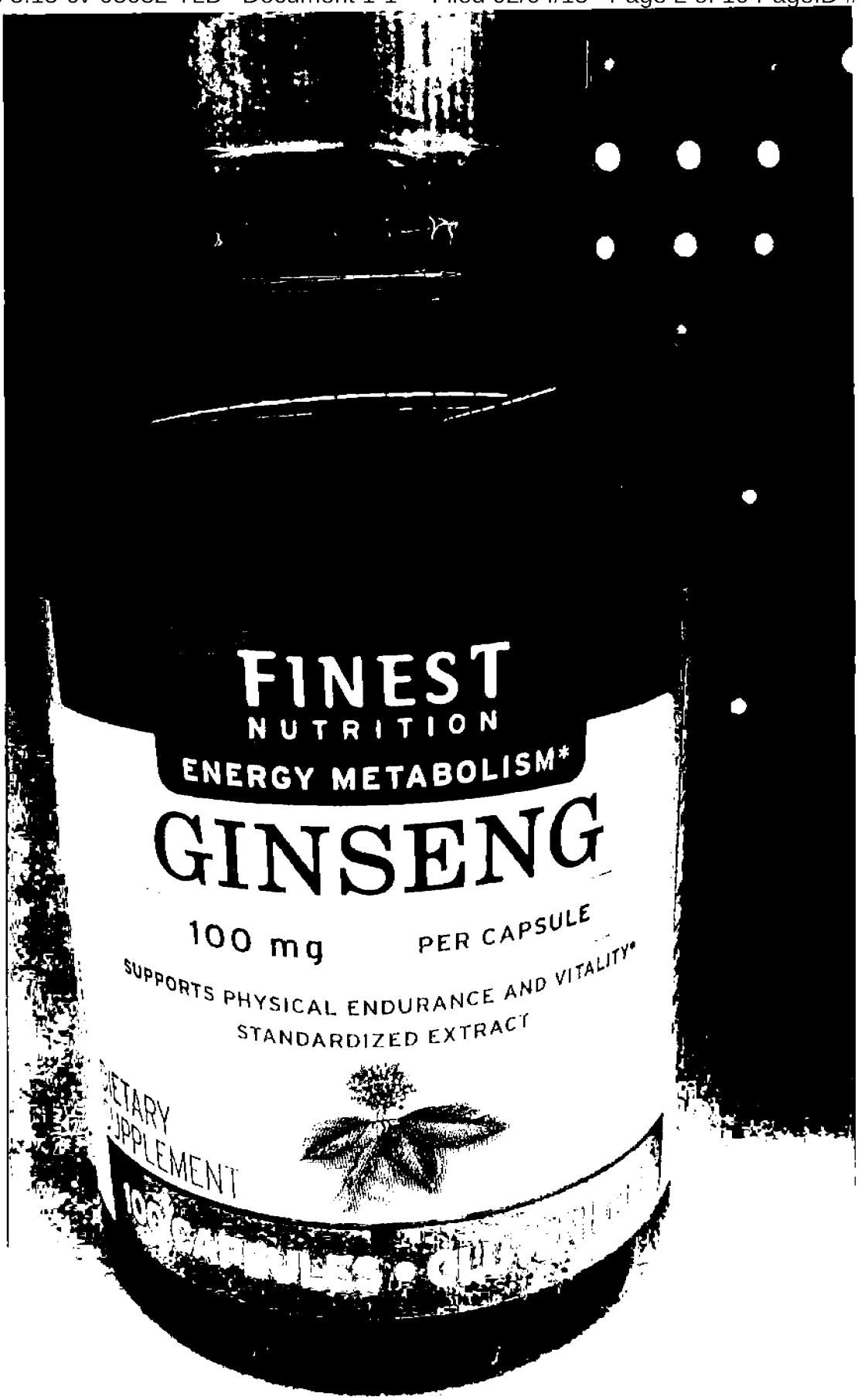
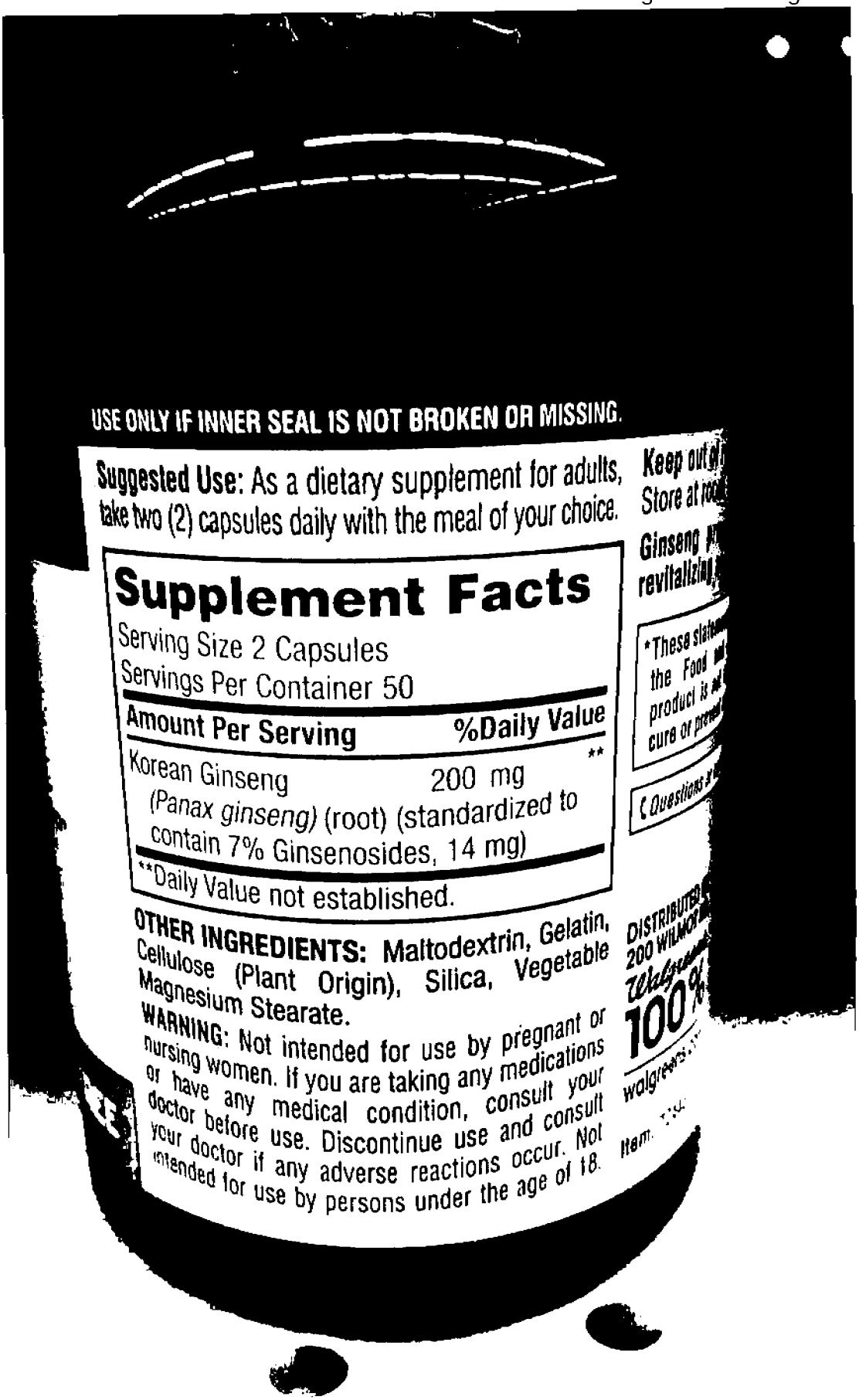
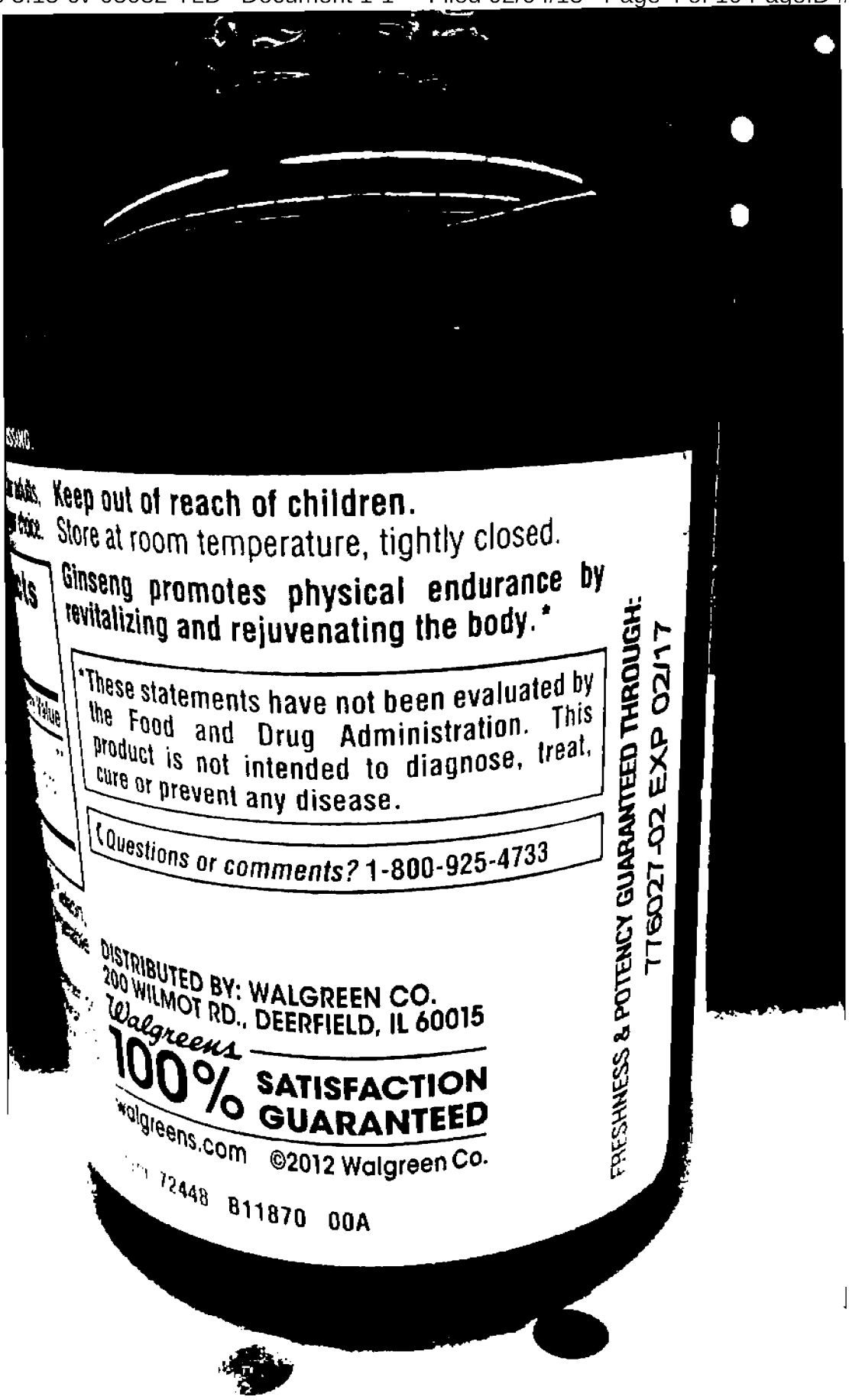
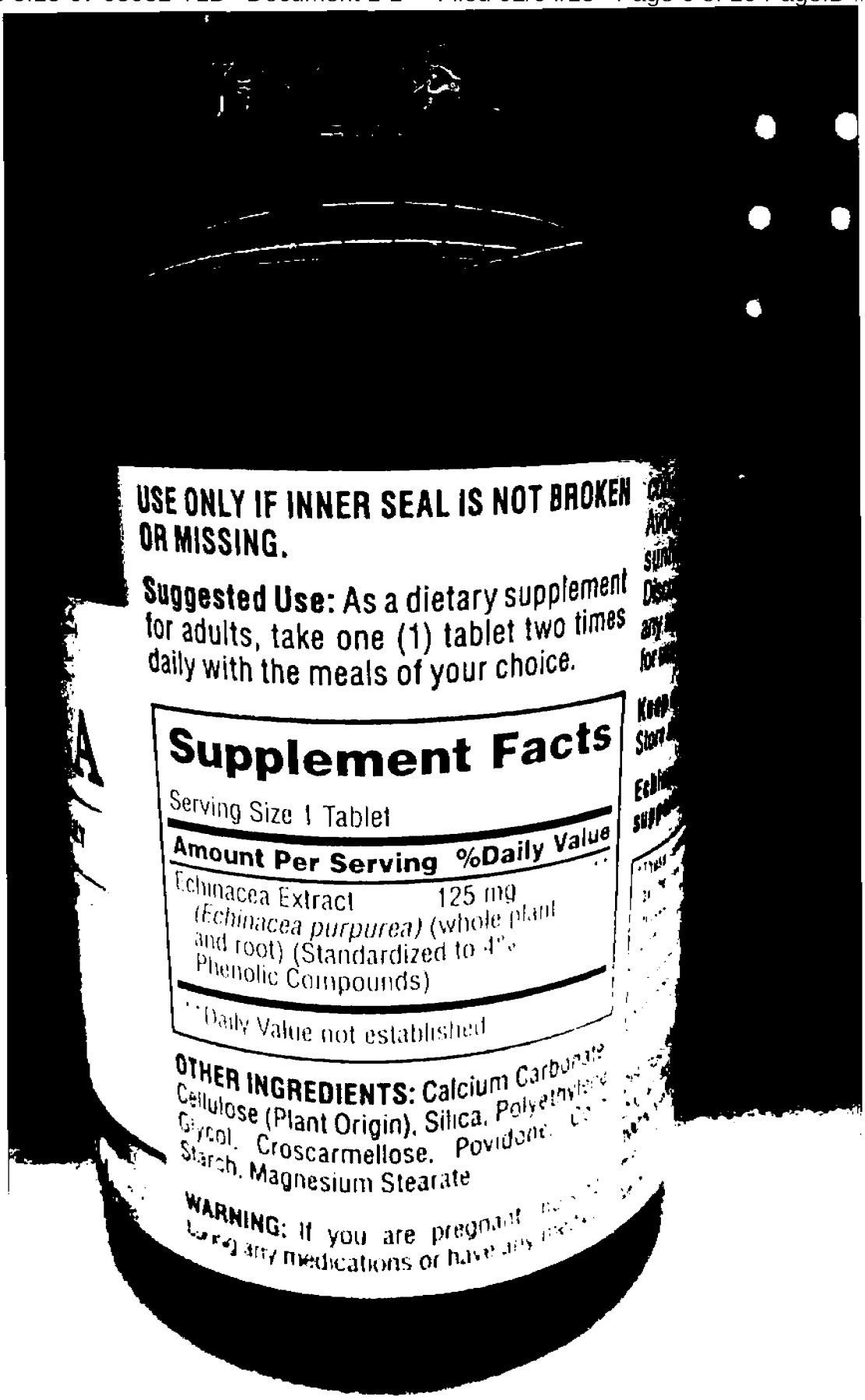
EXHIBIT 1

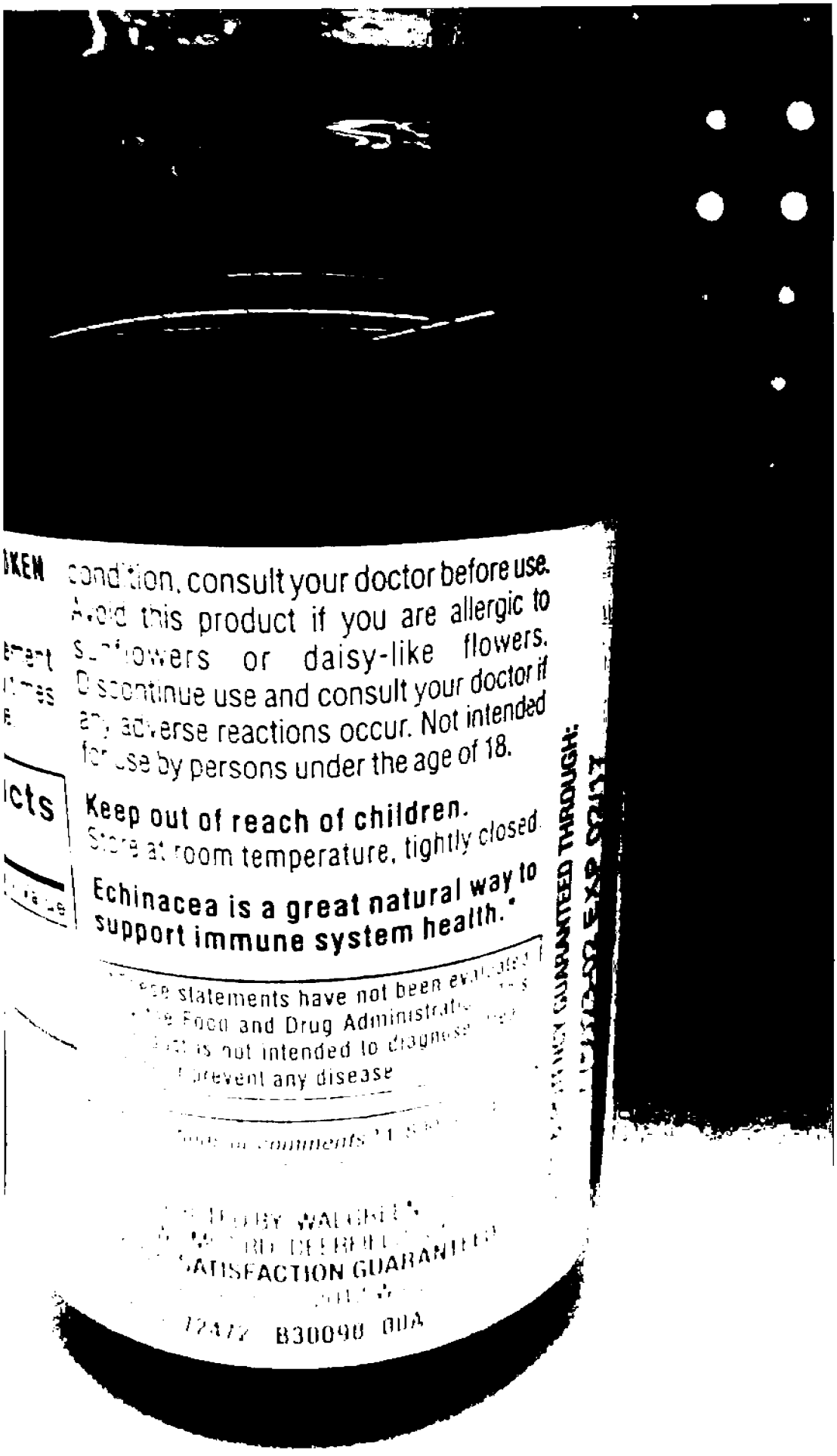

FINEST
NUTRITION
ENERGY METABOLISM*
GINSENG
100 mg PER CAPSULE
SUPPORTS PHYSICAL ENDURANCE AND VITALITY*
STANDARDIZED EXTRACT
ETARY
PPLEMENT

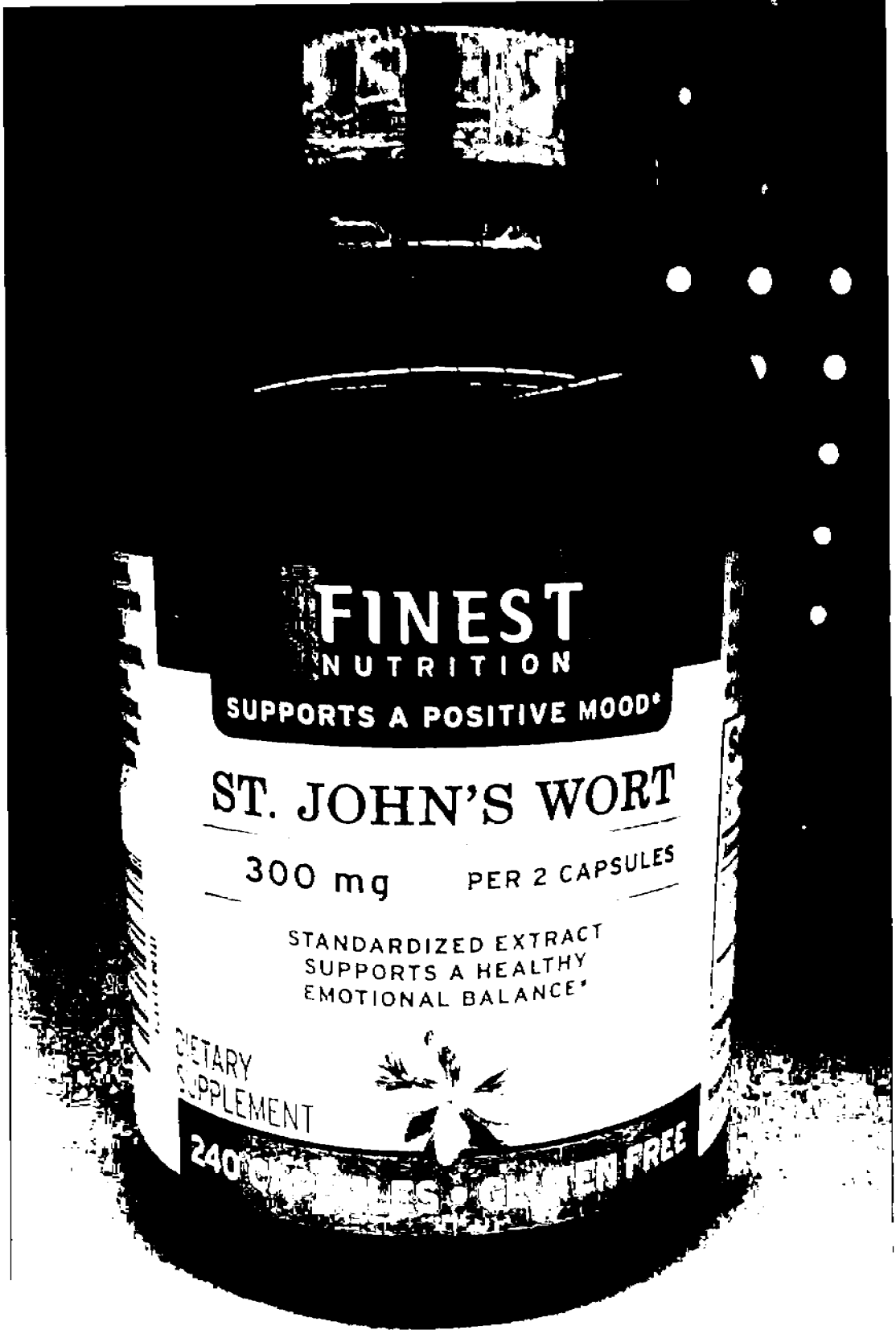

USE ONLY IF INNER SEAL IS NOT BROKEN OR MISSING.
Suggested Use: As a dietary supplement for adults, take two (2) capsules daily with the meal of your choice.
Supplement Facts
Serving Size 2 Capsules
Servings Per Container 50
Amount Per Serving
%Daily Value
Korean Ginseng (Panax ginseng) (root) (standardized to contain 7% Ginsenosides, 14 mg)
200 mg
**
**Daily Value not established.
OTHER INGREDIENTS: Maltodextrin, Gelatin, Cellulose (Plant Origin), Silica, Vegetable Magnesium Stearate.
WARNING: Not intended for use by pregnant or nursing women. If you are taking any medications or have any medical condition, consult your doctor before use. Discontinue use and consult your doctor if any adverse reactions occur. Not intended for use by persons under the age of 18.
Keep out
Store at
Ginseng
revitalizing
*These
the Food
product is
cure or
Questions
DISTRIBUTED
200 WILMOT
Walgreens
100%
walgreens.com
Item

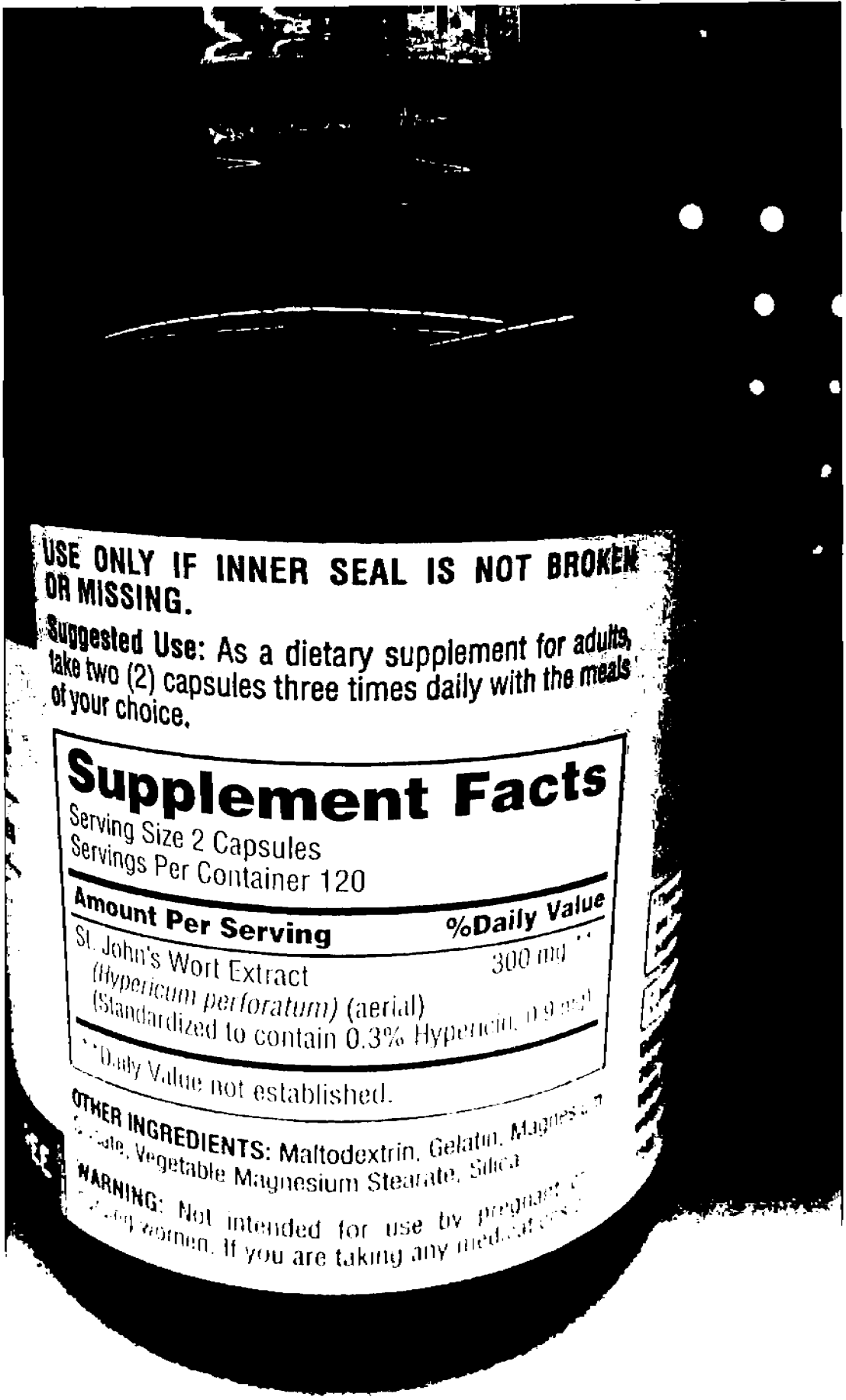

Keep out of reach of children.
Store at room temperature, tightly closed.
Ginseng promotes physical endurance by revitalizing and rejuvenating the body.*
*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.
Questions or comments? 1-800-925-4733
DISTRIBUTED BY: WALGREEN CO.
200 WILMOT RD., DEERFIELD, IL 60015
Walgreens
100% SATISFACTION GUARANTEED
walgreens.com ©2012 Walgreen Co.
72448 B11870 00A
FRESHNESS & POTENCY GUARANTEED THROUGH:
776027-02 EXP 02/17


FINEST
NUTRITION
IMMUNE HEALTH*
ECHINACEA
125 mg PER TABLET
SUPPORTS IMMUNE SYSTEM*
STANDARDIZED EXTRACT
ETARY
PPLEMENT


USE ONLY IF INNER SEAL IS NOT BROKEN OR MISSING.
Suggested Use: As a dietary supplement for adults, take one (1) tablet two times daily with the meals of your choice.
Supplement Facts
Serving Size 1 Tablet
Amount Per Serving %Daily Value
Echinacea Extract 125 mg
(Echinacea purpurea) (whole plant and root) (Standardized to 4% Phenolic Compounds)
** Daily Value not established
OTHER INGREDIENTS: Calcium Carbonate, Cellulose (Plant Origin), Silica, Polyethylene Glycol, Croscarmellose, Povidone, Starch, Magnesium Stearate
WARNING: If you are pregnant


condition, consult your doctor before use.
Avoid this product if you are allergic to
sunflowers or daisy-like flowers.
Discontinue use and consult your doctor if
any adverse reactions occur. Not intended
for use by persons under the age of 18.
Keep out of reach of children.
Store at room temperature, tightly closed.
Echinacea is a great natural way to
support immune system health.*
statements have not been
Food and Drug Administra
is not intended to diagnose
prevent any disease
SATISFACTION GUARANTEED
B30090 00A
GUARANTEED THROUGH:
EXP 02/17


FINEST
NUTRITION
SUPPORTS A POSITIVE MOOD*
ST. JOHN'S WORT
300 mg PER 2 CAPSULES
STANDARDIZED EXTRACT
SUPPORTS A HEALTHY
EMOTIONAL BALANCE*
DIETARY
SUPPLEMENT


USE ONLY IF INNER SEAL IS NOT BROKEN OR MISSING.
Suggested Use: As a dietary supplement for adults, take two (2) capsules three times daily with the meals of your choice.
Supplement Facts
Serving Size 2 Capsules
Servings Per Container 120
Amount Per Serving
%Daily Value
St. John's Wort Extract
300 mg **
(Hypericum perforatum) (aerial)
(Standardized to contain 0.3% Hypericin, 0.9 mg)
** Daily Value not established.
OTHER INGREDIENTS: Maltodextrin, Gelatin, Magnesium Stearate, Vegetable Magnesium Stearate, Silica
WARNING: Not intended for use by pregnant
women. If you are taking any med

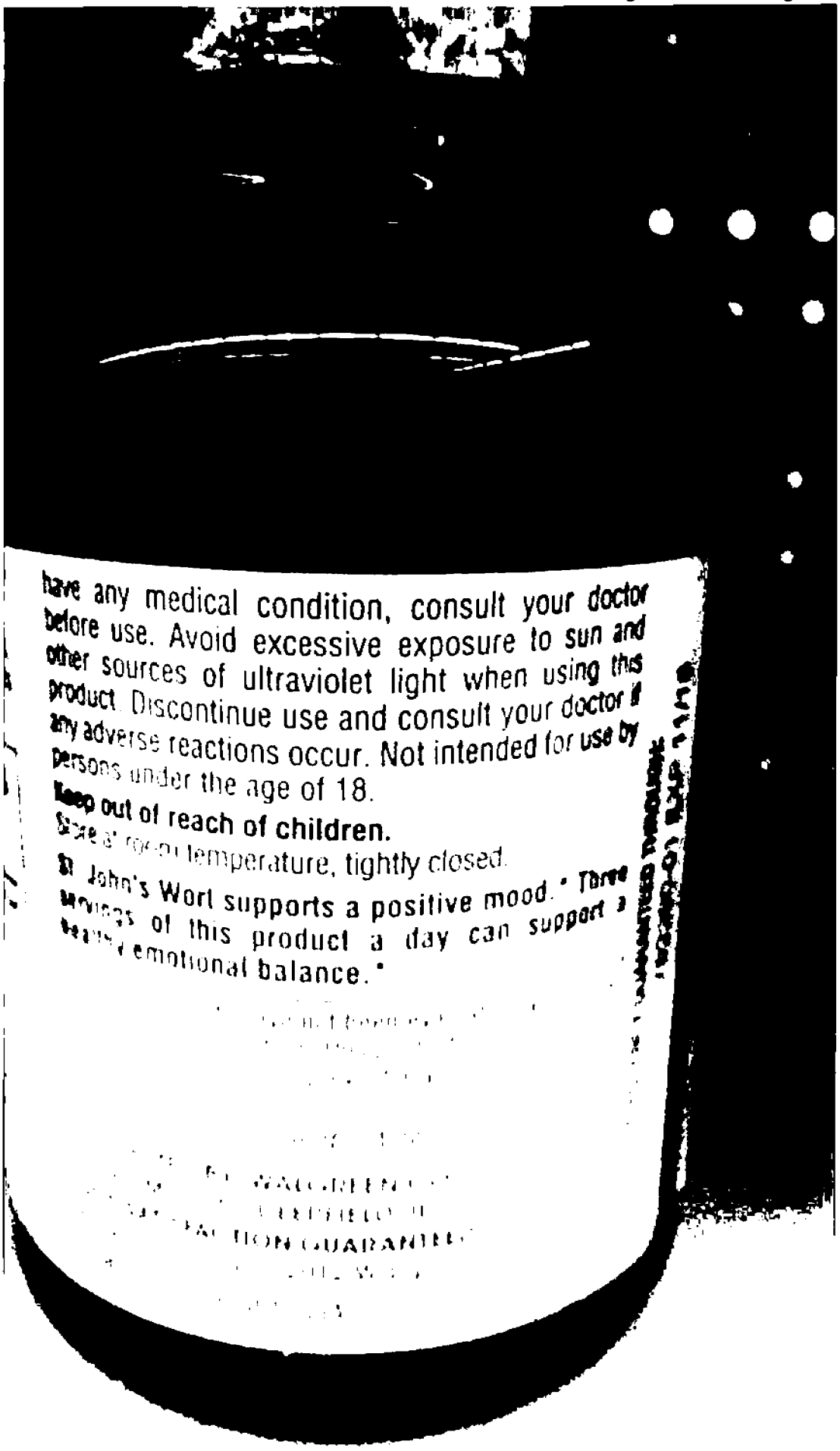

have any medical condition, consult your doctor before use. Avoid excessive exposure to sun and other sources of ultraviolet light when using this product. Discontinue use and consult your doctor if any adverse reactions occur. Not intended for use by persons under the age of 18.
Keep out of reach of children.
temperature, tightly closed.
St. John's Wort supports a positive mood.*
of this product a day can support a
emotional balance.*

EXHIBIT 2

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF REGIONAL AFFAIRS

February 2, 2015

Alexander Gourlay, President
Walgreens
200 Wilmot Road
Deerfield, Illinois 60015

Certified—Return Receipt Requested

Re: ***CEASE & DESIST NOTIFICATION***
Finest Nutrition—Walgreen Distributed Herbal Dietary Supplements

Dear Mr. Gourlay:

This letter constitutes a demand to cease and desist engaging in the sale of adulterated and/or mislabeled herbal dietary supplements, and in particular to immediately stop the sale of five "Finest Nutrition" dietary supplements as identified by lot number in the exhibit annexed hereto.

Be advised that the Attorney General is authorized by Executive Law § 63(12) to investigate allegations and prosecute businesses which perpetuate fraud upon consumers or engage in illegality in their business practices. General Business Article 22-b further authorizes this office to redress deceptive business acts and practices and false advertising. Of late, the topic of purity (or lack thereof) in popular herbal dietary supplements has raised serious public health and safety concerns,[1] and also caused this office to take steps to independently assess the validity of industry representations and advertising.

In an investigation recently conducted by the Attorney General's Office, six popular Walgreen "Finest Nutrition" brand dietary supplement products were purchased at three different New York State locations and were then genetically tested five times per sample, yielding 90 results. The supplements tested included Gingko Biloba, St. John's Wort, Ginseng, Garlic, Echinacea, and Saw Palmetto. By using established DNA barcoding technology, analytic testing disclosed that 5 of the 6 types of dietary supplement products tested were either unrecognizable or a substance other than what they claimed to be, and therefore fairly constitute contaminated or substituted products. Eighteen (18) percent of the tests yielded DNA matching the product label; 45% tested for botanical material other than what was on the label; and 37% yielded no plant DNA at all.

[1] *See, e.g.*, Newmaster, et al., "DNA Barcoding Detects Contamination and Substitution in North American Herbal Products," *BMC Medicine*, 2013, 11:222 (http://www.biomedcentral.com/1741-7015/11/222).

Contamination, substitution and falsely labeling herbal products constitute deceptive business practices and, more importantly, present considerable health risks for consumers. The Attorney General's testing upon the products purchased revealed the following:

Gingko Biloba. Negative. The only DNA identified was "oryza", commonly known as rice. No gingko biloba DNA was identified.

St. John's Wort. Negative. Of the 15-tests performed, only three identified any DNA, and it was not of St. John's Wort. The DNA positively identified included allium, oryza, and dracaena (garlic, rice, tropical houseplant). No St. John's Wort was identified in the product.

Ginseng: Negative. Fifteen tests yielded identification of allium (x2) and oryza (x6), but no genetic material from ginseng.

Garlic: Negative. Genetic material of palm, dracaena, wheat, and oryza was located, with only 1/15 of the tests identifying allium as present in the product. Ten of the 15-tests showed no identifiable genetic plant material.

Echinacea: Negative. The testing revealed 5-positive identification of allium, 5-positive findings of oryza, and one for DNA material originating in the daisy family. No DNA from Echinacea was identified.

Saw Palmetto: Positive. All fifteen tests yielded genetic material of the saw palmetto plant.

Studies conducted by the Centre for Biodiversity Genomics at the University of Guelph and others have previously alerted the dietary supplement industry to the fact that it is not providing the public with authentic products without substitution, contamination or fillers. It is disappointing that over a year later the Attorney General's researcher reached similar conclusions, demonstrating that the industry has failed to clean up its practices.

To assist in the Attorney General's ongoing investigation of this matter, and pursuant to the above authority, kindly supply the following information:

1. The name of the manufacturer and the location of the production of each of the herbal products identified above.

2. A listing of any DNA testing or any other analytic testing for content and quality (including but not limited to chemical composition) of the herbal products listed above and copies of such testing results.

3. Copies of all licensing and production contracts with any party involved in the production and distribution of the herbal products identified above.

4. A listing of all ingredients used in the products identified above and a measurement of the amount of each ingredient in each of the herbal products identified above.

5. Identify the standards or procedures followed to authenticate the content of the herbal products listed above.

6. Produce the relevant Bioterrorism Registration documentation for the manufacturer of the dietary supplements.

7. Articulate the acquisition, production protocol, and quality assurance measures undertaken by the manufacturer of the products tested, including all such protocols undertaken to comply with current Dietary Supplement Current Good Manufacturing Practices (CGMPs) for quality control.

8. Produce any and all serious adverse event reports associated with use of any Walgreen herbal dietary supplement in the United States

Please provide the requested information to me at the following address: NYS Attorney General's Office, Dulles State Office Building, 317 Washington Street, Watertown, New York 13601. Kindly respond on or before 5:00 P.M. on February 9, 2015. If you have any questions, you may contact Assistant Attorney General Deanna R. Nelson at 315-785-2444.

The foregoing shall not constitute a waiver of or limitation on the Attorney General's authority to issue subpoenas or take enforcement action pursuant to applicable law.

Thank you for your anticipated cooperation.

Very truly yours,

MARTIN J. MACK
Executive Deputy Attorney General
In Charge of Regional Affairs

Enc.

Supplements by Lot #: As a courtesy, store location for the tested supplement is also listed. Kindly remove all of the supplements identified below which may bear the lot number indicated no matter the store location.

OAG #	Product	Address	Lot #
Br-Wg-1	Gingko Biloba	Walgreens #04362, 520 Atlantic Avenue, Brooklyn, NY 11217	885709-02
Br-Wg-2	St. John's Wort	Walgreens #04362, 520 Atlantic Avenue, Brooklyn, NY 11217	443071-09
Br-Wg-3	Ginseng	Walgreens #04362, 520 Atlantic Avenue, Brooklyn, NY 11217	761948-04
Br-Wg-4	Garlic	Walgreens #04362, 520 Atlantic Avenue, Brooklyn, NY 11217	902192-02
Br-Wg-5	Echinacea	Walgreens #04362, 520 Atlantic Avenue, Brooklyn, NY 11217	770813-01
R-Wg-1	Gingko Biloba	Walgreens #09584, 1650 Elmwood Avenue, Rochester, NY 14620	889588-02
R-Wg-2	St. John's Wort	Walgreens #09584, 1650 Elmwood Avenue, Rochester, NY 14620	764386-03
R-Wg-3	Ginseng	Walgreens #09584, 1650 Elmwood Avenue, Rochester, NY 14620	761948-04
R-Wg-4	Garlic	Walgreens #09584, 1650 Elmwood Avenue, Rochester, NY 14620	902192-02
R-Wg-5	Echinacea	Walgreens #09584, 1650 Elmwood Avenue, Rochester, NY 14620	748376-01
Wa-Wg-1	Gingko Biloba	Walgreens #10219, 929 Arsenal Street, Watertown, NY 13601	885768-01
Wa-Wg-2	St. John's Wort	Walgreens #10219, 929 Arsenal Street, Watertown, NY 13601	491668-10
Wa-Wg-3	Ginseng	Walgreens #10219, 929 Arsenal Street, Watertown, NY 13601	500472-03
Wa-Wg-4	Garlic	Walgreens #10219, 929 Arsenal Street, Watertown, NY 13601	881647-02
Wa-Wg-5	Echinacea	Walgreens #10219, 929 Arsenal Street, Watertown, NY 13601	752900-02