UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

KATHERINE HOWES and JULIA JACOBUS, individually and on behalf of all others similarly situated,	)	Civil Action No.
Plaintiffs,	)	CLASS ACTION COMPLAINT
v.	)	JURY TRIAL DEMANDED
GENERAL NUTRITION CENTERS, INC., GENERAL NUTRITION CORP., and GNC HOLDINGS, INC.,	)	
Defendants.	)	

Plaintiffs Katherine Howes and Julia Jacobus, by and through their attorneys, bring this Complaint against General Nutrition Centers, Inc., General Nutrition Corp., Inc., and GNC Holdings, Inc. (collectively, "Defendants" or "GNC"). GNC, by and through certain heretofore unascertained subsidiaries, manufactures and sells certain herbal supplements including, but not limited to, Ginkgo Biloba, St. John's Wort, Ginseng, Echinacea, and Saw Palmetto (the "Affected Supplements"). Upon information and belief, the Affected Supplements were labeled to indicate that they contain their namesake ingredients ("Primary Ingredients"), when they in fact do not. The Affected Supplements in fact contain unrecognizable or unrelated substances. Plaintiffs seek redress for themselves and those similarly situated for this deceptive practice.

NATURE OF THE ACTION

1. This putative class action alleges that GNC manufactured, labeled, and/or sold the Affected Supplements in such a manner as to lead Plaintiffs and other consumers to believe that the Affected Supplements contain their Primary Ingredients. However, the Affected Supplements

do not in fact contain their Primary Ingredients. This deception constitutes a violation of consumer protection laws and the common law.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1332(d). CAFA's requirements are satisfied in that (1) the members of the Class exceed 100; (2) the citizenship of at least one proposed Class member is different from that of at least one Defendant; and (3) the matter in controversy, after aggregating the claims of the proposed Class members, exceeds $5,000,000, exclusive of interest and costs.

3. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391(b) and (c) because, during the Class Period, one or more of the Defendants resided, transacted business, was found, and/or had agents in this District.

4. Each Defendant has: (a) transacted business in this District; (b) directly or indirectly sold or marketed substantial quantities of the Affected Supplements in this District; (c) had substantial aggregate contacts with the United States and this District; and/or (d) was engaged in the misleading, fraudulent, or otherwise illegal sale, manufacture, or marketing of the Affected Supplements that was directed at, and had the intended effect of causing injury to, persons and entities located in this District.

PARTIES

5. Plaintiff Katherine Howes is a resident of Hennepin County, Minnesota, and a citizen of the State of Minnesota. Ms. Howes purchased one or more of the Affected Supplements from a GNC retail store in Minnesota, which were manufactured, sold, and/or marketed by GNC during the Class Period, and Ms. Howes thereby was injured by the deceptive manufacture, labeling, marketing, and sale of the Affected Supplements.

6. Plaintiff Julia Jacobus is a resident of Sarpy County, Nebraska, and a citizen of the State of Nebraska. Ms. Jacobus purchased one or more of the Affected Supplements from a GNC retail store in Nebraska, which were manufactured, sold, and/or marketed by GNC during the Class Period, and Ms. Jacobus thereby was injured by the deceptive manufacture, labeling, marketing, and sale of the Affected Supplements.

7. Defendant GNC Holdings, Inc. ("GNC Holdings") is a Delaware corporation engaged in the business of manufacturing, labeling, marketing, and selling herbal supplements, including through its subsidiaries. GNC Holdings has its principal place of business in Pittsburgh, Pennsylvania.

8. Defendant General Nutrition Corporation is a Pennsylvania corporation engaged in the business of manufacturing, labeling, marketing, and selling herbal supplements, including through its subsidiaries and corporate siblings. General Nutrition Corporation has its principal place of business in Pittsburgh, Pennsylvania. General Nutrition Corporation is a wholly-owned subsidiary of GNC Holdings.

9. Defendant General Nutrition Centers, Inc. ("General Nutrition Centers") is a Delaware Corporation engaged in the business of manufacturing, labeling, marketing, and selling herbal supplements, including through its subsidiaries and corporate siblings. General Nutrition Centers is a wholly-owned subsidiary of GNC Holdings.

10. Defendants GNC Holdings, General Nutrition Corporation, and General Nutrition Centers are collectively referred to herein as "GNC" or "Defendants".

CLASS ACTION ALLEGATIONS

11. This action is brought by Plaintiffs on behalf of themselves and pursuant to Fed. R. Civ. P. 23 as representatives of the following Class:

> All persons or entities (but excluding all governmental entities, Defendants, and their respective subsidiaries or affiliates) who purchased the Affected Supplements in the United States at any time from February 2, 2009, through the present (the "Class Period").

12. Plaintiffs reserve their right to amend the class definition to include separate classes or subclasses or in other respects in their motion to certify the class. Plaintiffs also reserve their right to amend the Class Period if discovery demonstrates a different period.

13. Although the exact size of the Class is unknown, the total number of Class members is in the millions. Based upon the nature of the commerce involved, the total number of Class members is such that joinder of the claims of all Class members would be impracticable.

14. The Class is defined in a way such that the identity of the Class members is objectively ascertainable, and the identity of the Class members can be confirmed via Defendants' records (*e.g.*, loyalty programs).

15. Plaintiffs' claims are typical of the Class, and Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have no relevant conflicts of interest with other members of the Class and have retained competent counsel experienced in class action and consumer protection litigation.

16. Common questions of law and fact exist, including:

A. whether Defendants engaged in unfair and deceptive conduct;

B. whether Defendants' unfair, deceptive, and unlawful conduct has caused a legally cognizable injury to the Class by causing Class members to purchase defective products;

C. the nature and extent of damages sustained by the Class and the appropriate measure of those injuries;

D. whether the Class is entitled to damages or other relief requested; and

E. whether Defendants actively concealed the violation alleged herein.

These and other questions of law and fact are common to the Class and predominate over any questions affecting only individual Class members.

17. Class action treatment is a superior method for the fair and efficient adjudication of the controversy described herein. The class action vehicle provides an efficient method for the enforcement of the rights of Plaintiffs and members of the Class, and such litigation can be fairly managed. Plaintiffs know of no unusual problems of management and notice.

18. It is desirable for the claims of Plaintiffs and members of the Class to be consolidated into a single proceeding so as to provide small claimants with a forum in which to seek redress for Defendants' violations of the law.

19. The difficulties that may exist in the management of the class action are far outweighed by the benefits of the class action procedure, including but not limited to providing claimants with a suitable method for the redress of their claims.

HERBAL SUPPLEMENTS BACKGROUND

20. "Herbal Supplements" are typically extracts of natural plant material sold as pills, meant to be taken to promote individual health, similar in concept to vitamins.

21. A number of companies manufacture, market, and sell Herbal Supplements for a variety of beneficial health effects that are ascribed to their namesake Primary Ingredients.

22. Herbal Supplements include, but are not limited to, Ginkgo Biloba, St. John's Wort, Ginseng, Echinacea, and Saw Palmetto.

23. The Primary Ingredient in a Ginkgo Biloba Herbal Supplement is typically extract from the Ginkgo Biloba leaf.

24. The Primary Ingredient in a St. John's Wort Herbal Supplement is typically extract from the St. John's Wort herb.

25. The Primary Ingredient in a Ginseng Herbal Supplement is typically extract from the Ginseng root.

26. The Primary Ingredient in an Echinacea Herbal Supplement is typically extract from the Echinacea root.

27. The Primary Ingredient in a Saw Palmetto Herbal Supplement is typically the Saw Palmetto Berry.

28. U.S. consumers spend an estimated $5 billion a year on Herbal Supplements.

GNC BACKGROUND

29. GNC is a leading global specialty retailer of health and wellness products, including vitamins, minerals, and Herbal Supplements.

30. GNC is in the business of manufacturing Herbal Supplements, both for sale at its company-owned retail stores and for sale under third-party contracts.

31. GNC has a network of more than 3,342 company-owned retail stores across all fifty states, the District of Columbia, Canada, and Puerto Rico. GNC has approximately ten times the number of domestic retail locations than the next largest specialty retailer of nutritional supplements.

32. In 2013, GNC generated $1.9 billion in revenue from its retail business, $263 million in revenue from its manufacturing/wholesale business, and $440 million from its franchise segment.

33. GNC's manufacturing business supplies its retail and franchise segments as well as various third parties with finished products.

34. GNC's manufacturing facilities enable it to control the production and distribution of its products, and control product quality.

35. GNC purports to conduct sample testing on raw materials and finished products, including purity testing.

GNC'S HERBAL SUPPLEMENTS

36. GNC markets its Ginkgo Biloba Herbal Supplement for the support of "mental sharpness." On the product label, Ginkgo Biloba Leaf Extract is listed as the Primary Ingredient in this Herbal Supplement:

37. GNC markets its St. John's Wort Herbal Supplement for the promotion of "positive mood balance." On the product label, St. John's Wort Herb Extract is listed as the Primary Ingredient in this Herbal Supplement:

38. GNC markets its Ginseng Herbal Supplement for the support of "vitality." On the product label, Ginseng Root Extract is listed as the Primary Ingredient in this Herbal Supplement:

39. GNC markets its Echinacea Herbal Supplement for immune system support and protection "against cell-damaging free radicals." On the product label, Echinacea Root Extract is listed as the Primary Ingredient in this Herbal Supplement:

40. GNC markets its Saw Palmetto Herbal Supplement for the support of "healthy prostate function." On the product label, Saw Palmetto Berry is listed as the Primary Ingredient in this Herbal Supplement:

DNA TESTING OF HERBAL SUPPLEMENTS

41. In late 2013, Canadian researchers tested "44 herbal products representing 12 companies and 30 different species of herbs" ("the Study").

42. The researchers performed this testing using DNA barcoding, wherein DNA from an herbal product is compared to DNA from known plant sources.

43. DNA barcoding thereby allows the identification of what types of plant tissue is present in Herbal Supplements.

44. The Study concluded that "[m]ost of the herbal products tested were of poor quality, including considerable product substitution, contamination and use of fillers."

45. The Study also concluded that such "activities dilute the effectiveness of otherwise useful remedies . . . ."

46. The researchers did not identify the companies whose products they tested.

47. Subsequently, the New York Attorney General ("NY Attorney General") performed similar DNA barcoding tests on GNC's Ginkgo Biloba, St. John's Wort, Ginseng, Garlic, Echinacea, and Saw Palmetto Herbal Supplements.

48. On February 2, 2015, the NY Attorney General issued a letter (the "Letter") to GNC, demanding that GNC "cease and desist engaging in the sale of adulterated and/or mislabeled herbal dietary supplements."

49. Specifically, the NY Attorney General demanded that GNC cease its sale of its Ginkgo Biloba, St. John's Wort, Ginseng, Echinacea, and Saw Palmetto Herbal Supplements.

50. The Letter went on to detail that numerous DNA barcoding tests had shown GNC's Ginkgo Biloba, St. John's Wort, Ginseng, and Echinacea Herbal Supplements had all tested negative for their namesake Primary Ingredients.

51. The Letter further stated that GNC's Saw Palmetto Herbal Supplement only tested positive for its Primary Ingredient, Saw Palmetto, in 30% of tests, and that those limited positive results were mostly limited to a single sample.

52. Garlic was the only GNC Herbal Supplement the NY Attorney General tested which gave a consistent positive result for the presence of its Primary Ingredient.

53. The Affected Supplements all tested positive for material not listed on the labels of the Affected Supplements, such as rice, wheat, grass, and other miscellaneous flora.

54. The presence of unlisted substances in the Affected Supplements poses a danger to those with allergies and certain medical conditions that may be triggered or exacerbated by such contaminants.

55. The NY Attorney General found similar deficiencies in Herbal Supplements sold by Walgreens, Walmart, and Target.

56. Based on the foregoing, discovery may reveal that additional Herbal Supplements manufactured and sold by GNC similarly lack their purported Primary Ingredients and, instead, contain filler materials not listed on their respective labels.

57. Federal statutes require dietary supplements, including Herbal Supplements, to include the product's ingredients on the product label.

TOLLING OF STATUTE OF LIMITATIONS

58. Defendants deceptively mislabeled the Affected Supplements, listing Primary Ingredients that were not present in the Affected Supplements and failing to list filler materials that were included in place of the Primary Ingredients.

59. The true contents of the Affected Supplements could not be known without scientific testing that is unavailable to the average consumer.

60. Plaintiffs and members of the Class could not have reasonably discovered the true extent of the Defendants' deception with regard to the Affected Supplements until the NY Attorney General disclosed the results of his studies.

61. Defendants are estopped from relying on any statutes of limitation or repose by virtue of their acts of fraudulent concealment, which include Defendants' knowing concealment of the actual make-up of the Affected Supplements.

62. Defendants were and remain under a duty to Plaintiffs and the Class to disclose the facts, as alleged herein. The duty to disclose the true facts arises because Defendants are in a superior position to know the true character and quality of their products, and the Plaintiffs and Class members, in the exercise of reasonable diligence, could not have discovered these true facts independently prior to purchasing the Affected Supplements.

63. The facts concealed and/or not disclosed to Plaintiffs and the Class were material facts in that a reasonable person would have considered them important in deciding whether or not to purchase the Affected Supplements.

64. Plaintiffs and Class members justifiably acted upon, or relied upon to their detriment, the concealed and/or non-disclosed material facts, as evidenced by their purchase of the Affected Supplements. Had they known of the true character and quality of the Affected Supplements, Plaintiffs and Class members would not have purchased (or would have paid less for) the Affected Supplements.

65. As a result of the active concealment by the Defendants, any and all applicable statutes of limitations have been tolled.

CAUSES OF ACTION

FIRST CLAIM FOR RELIEF

Violations of State Consumer Protection Statutes (Plaintiffs, Individually, and on behalf of the Class)

66. Plaintiffs repeat and re-allege the allegations set forth above.

67. The Minnesota consumer fraud law, Minn. Stat. § 325F.68 *et seq.*, allows plaintiffs to bring a cause of action when a defendant uses "any fraud, false pretense, false promise, misrepresentation, misleading statement, or deceptive practice" in connection with the sale of any merchandise.

68. The Minnesota Unlawful Trade Practices Act, Minn. Stat. § 325D.09 *et seq.*, allows plaintiffs to bring a cause of action when a defendant knowingly misrepresents "the true quality, ingredients or origin" of merchandise.

69. The Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59-1601 *et seq.*, allows plaintiffs to bring a cause of action when a defendant commits an unfair or deceptive act that affects the public interest.

70. Other states across the country have enacted substantially similar consumer protection statutes which require the same or similar showings of proof, and which prevent the unlawful conduct described herein.[1]

71. In the conduct of trade, Defendants deceptively represented that the Affected Supplements had ingredients which they do not have.

72. Defendants deceptively represented that their Ginkgo Biloba Herbal Supplement contained primarily Ginkgo Biloba when it in fact contained no Ginkgo Biloba.

[1] *See* Alaska Stat. § 45.50.471, *et seq.*, Ark. Code § 4-88-101, *et seq.*, Colo. Rev. Stat. § 6-1-105, *et seq.*, Conn. Gen. Stat. § 42-110b, *et seq.*, 6 Del. Code § 2511, *et seq.*, D.C. Code § 28-3901, *et seq.*, Fla. Stat. § 501.201, *et seq.*, Ga. Code Ann. § 10-1-393, *et seq.* and Ga. Code Ann. § 10-1-370 *et seq.*, Haw. Rev. Stat. § 480, *et seq.*, Idaho Code § 48-601, *et seq.*, 815 ILCS § 505/1, *et seq.*, Kan. Stat. § 50-623, *et seq.*, Ky. Rev. Stat. § 367.110, *et seq.*, La. Rev. Stat. § 51:1401, *et seq.*, M.G.L. c. 93A, *et seq.*, Me. Rev. Stat. Ann. tit. 5, § 205-A, *et seq.*, Md. Com. Law Code § 13-101, *et seq.*, Mich. Stat. § 445.901, *et seq.*, Minn. Stat. § 8.31, *et seq.*, Missouri Stat. § 407.010, *et seq.*, Neb. Rev. Stat. § 59-1601 *et seq.*, Nev. Rev. Stat. § 598.0903, *et seq.*, N.H. Rev. Stat. § 358-A:1, *et seq.*, N.J. Rev. Stat. § 56:8-1, *et seq.*, N.M. Stat. § 57-12-1, *et seq.*, N.Y. Gen. Bus. Law § 349 *et seq.*, N.D. Cent. Code § 51-15-01, *et seq.*, Ohio Rev. Code Sec. 4165.01 *et seq.*, Okla. Stat. 15 § 751, *et seq.*, Or. Rev. Stat. § 646.605, *et seq.*, R.I. Gen. Laws. § 6-13.1-1, *et seq.*, S.C. Code Laws § 39-5-10, *et seq.*, S.D. Code Laws § 37-24-1, *et seq.*, Tex. Bus. & Com. Code § 17.45, *et seq.*, 9 Vt. § 2451, *et seq.*, Va. Code § 59.1-196, *et seq.*, Wash. Rev. Code. § 19.86.010, *et seq.*, W. Va. Code § 46A-6-101, *et seq.*, Wis. Stat. Ann. § 100.18, *et seq.*

73. Defendants deceptively represented that their St. John's Wort Herbal Supplement contained primarily St. John's Wort when it in fact contained no St. John's Wort.

74. Defendants deceptively represented that their Ginseng Herbal Supplement contained primarily Ginseng when it in fact contained no Ginseng.

75. Defendants deceptively represented that their Echinacea Herbal Supplement contained primarily Echinacea when it in fact contained no Echinacea.

76. Defendants deceptively represented that its Saw Palmetto Herbal Supplement contained primarily Saw Palmetto when it in fact infrequently contained Saw Palmetto.

77. The Affected Supplements also contained various undisclosed substances, including rice, wheat, grass, and other miscellaneous flora that could cause adverse effects in consumers with allergies or certain medical conditions.

78. Defendants directed these misrepresentations to the public at large, making specific claims on the labels of the Affected Supplements regarding how much of each Primary Ingredient each product contained, as reflected, *inter alia*, on the product labels.

79. Plaintiffs and members of the Class purchased the Affected Supplements justifiably relying on Defendants' representations that the Affected Supplements contained the Primary Ingredients listed on their respective labels and did not contain ingredients not listed on the labels.

80. Were it not for these deceptive representations, Plaintiffs and members of the Class would not have purchased the Affected Supplements and would thereby not have been injured by the purchase of a worthless product.

SECOND CLAIM FOR RELIEF

Fraud
(Plaintiffs, Individually, and on behalf of the Class)

81. Plaintiffs repeat and re-allege the allegations set forth above.

82. Defendants made false representations that the Affected Supplements contained their Primary Ingredients.

83. Defendants implicitly made false representations that the Affected Supplements did not contain filler ingredients not listed on the product labels.

84. Because the composition of the Affected Supplements is the sole reason consumers purchase them, these false representations were material.

85. Defendants made these false representations knowing their falsity or without knowing whether it was true or false.

86. Defendants intended to induce Plaintiffs and members of the Class to purchase the Affected Supplements in reliance upon these false representations.

87. Plaintiffs and members of the Class reasonably relied on Defendants' false representations in choosing to purchase the Affected Supplements.

88. Plaintiffs and members of the Class suffered pecuniary damages as a result of their reliance on Defendants' false representations in that they purchased the Affected Supplements which were worthless.

THIRD CLAIM FOR RELIEF

Breach of Implied Warranty of Merchantability
(Plaintiffs, Individually, and on behalf of the Class)

89. Plaintiffs repeat and re-allege the allegations set forth above.

90. When Defendants sold the Affected Supplements, they impliedly warranted that the Affected Supplements were suitable for the ordinary purposes for which such goods are used.

91. The Affected Supplements, which are intended for human consumption, were sold in a sealed container to the Class members. Because the Affected Supplements were sold in a sealed container for human consumption, public policy demands that an implied warranty be imposed upon the manufacturer, packager, and distributor of the product, and that said warranty runs with the sale of the Affected Supplements for the benefit of consumer use.

92. Defendants knew and intended that the Class members would be the ultimate consumers of the Affected Supplements.

93. Defendants sold the Affected Supplements into the stream of commerce, and Defendants are merchants with respect to goods such as the Affected Supplements.

94. The Plaintiff and Class members did not receive the benefit of their bargain in purchasing the Affected Supplements.

95. Because the Affected Supplements lacked their Primary Ingredients and instead contained filler ingredients not listed on their labels, Defendants knew, or reasonably should have known, that the Affected Supplements were unsuitable for the ordinary purposes for which such goods are used.

96. Because the Affected Supplements were unsuitable for the ordinary purposes for which such goods are used, they lacked value and were worthless.

97. Plaintiffs and the Class were injured as a result of their purchase of unsuitable, useless products.

98. Plaintiffs and the Class were thereby damaged in the amount they paid for the Affected Supplements.

FOURTH CLAIM FOR RELIEF

Breach of Express Warranty
(Plaintiffs, Individually, and on behalf of the Class)

99. Plaintiffs repeat and re-allege the allegations set forth above.

100. Defendants made representations of fact on the labels of the Affected Supplements, claiming that the Affected Supplements would contain their Primary Ingredients as listed on the labels and would not contain filler material that were not listed as ingredients on the labels.

101. These representations that the Affected Supplements would contain their Primary Ingredients and did not contain other filler ingredients became part of the basis of the bargain, creating express written warranties that the Affected Supplements purchased by Plaintiffs and the Class would conform to Defendants' description and specifications.

102. The Affected Supplements purchased by Plaintiffs and the Class did not conform to Defendants' express warranties as the Affected Supplements did not contain their Primary Ingredients but instead contained filler ingredients.

103. The Affected Supplements derived their economic value from the purported presence of their Primary Ingredients.

104. Because the Affected Supplements lacked their Primary Ingredients, they had no economic value.

105. As a result of the foregoing, Plaintiffs and the Class suffered damages in that the Affected Supplements were worthless.

FIFTH CLAIM FOR RELIEF

Unjust Enrichment
(Plaintiffs, Individually, and on Behalf of the Class, and in the Alternative to Warranty Claims)

106. Plaintiffs repeat and re-allege the allegations set forth above.

107. By engaging in the misleading and deceptive conduct described herein, Defendants received income from the purchases of the Affected Supplements that they would not have otherwise received absent their illegal conduct.

108. Defendants wrongfully received this income because no consumer would have purchased the Affected Supplements had they know that they did not contains their Primary Ingredient, but instead contained filler ingredients not listed on the label.

109. Defendants were enriched by their deceptive practices at the expense of Plaintiffs and the Class members and should be ordered to make restitution to the benefit of Plaintiffs and Class members because it would be unjust to allow Defendants to retain the benefits of their sales of the Affected Supplements.

SIXTH CLAIM FOR RELIEF

Negligence
(Plaintiffs, Individually, and on Behalf of the Class, and in the Alternative to Warranty Claims)

110. Plaintiffs repeat and re-allege the allegations set forth above.

111. Under federal statute, 21 U.S.C. § 343(s), Defendants are obligated to accurately list the ingredients in the Affected Supplements.

112. Defendants owed a duty to Plaintiffs and the Class to make accurate representations regarding the ingredients of the Affected Supplements.

113. Defendants did not exercise due care to ensure that they were making accurate representations regarding the ingredients of the Affected Supplements, thus breaching their duty to Plaintiffs and the Class.

114. Had Defendants exercised due care and accurately labeled the Affected Supplements as not containing their Primary Ingredients, Plaintiffs and the Class would not have purchased the Affected Supplements.

115. Had Defendants exercised due care and adequately monitored the quality of the Affected Supplements, they would not have offered the Affected Supplements for sale missing their Primary Ingredients.

116. Plaintiffs and the Class suffered injury by purchasing the Affected Supplements which did not contain their Primary Ingredients and therefore were worthless.

117. Defendants' failure to accurately label and adequately monitor the quality of the Affected Supplements directly led to Plaintiffs and the Class suffering this injury.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray that this Court:

A. Determine that this action may be maintained as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure and direct and reasonable notice of this action be given to all members of the Plaintiff Class;

B. Appoint the named Plaintiffs as Class Representatives and the undersigned as Class Counsel pursuant to Rule 23 of the Federal Rules of Civil Procedure;

C. Adjudge and decree that Defendants engaged in consumer fraud and deceptive trade practices in violation of the law;

D. Adjudge and decree that Defendants have been unjustly enriched;

E. Adjudge and decree that Defendants breached the implied warranty of merchantability in the sale of the Affected Supplements;

F. Adjudge and decree that Defendants breached their express warranty that the Affected Supplements contain their Primary Ingredients;

G. Adjudge and decree that Defendants have been unjustly enriched by the manufacture, labeling, and/or sale of the Affected Supplements;

H. Adjudge and decree that Defendants were negligent in the manufacture, labeling, marketing, and/or sale of the Affected Supplements;

I. Adjudge and decree that Plaintiffs and members of the Class were damaged as a result of Defendants' wrongful conduct;

J. Award Plaintiffs and members of the Class actual damages in an amount to be proved at trial;

K. Award Plaintiffs and members of the Class treble damages, and all other damages available under the law and at equity;

L. Award Plaintiffs and members of the Class pre-judgment and post-judgment interest on the above sums at the highest rate allowed by law;

M. Award Plaintiffs and members of the Class the costs of suit, including reasonable attorneys' fees;

N. Enjoin Defendants from continuing to market and sell Herbal Supplements lacking in their Primary Ingredients; and

O. Grant such other and further relief as this Court deems to be just and equitable.

JURY DEMAND

Plaintiffs demand a trial by jury on all claims for which they are entitled to a jury trial.

Dated: March 11, 2015

/s/ Edward A. Wallace

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