

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

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CYNTHIA ORAVECZ, individually and on
Behalf of all Others Similarly Situated,

Case No: 15-cv-218

Plaintiff,

CLASS ACTION COMPLAINT

v.

WALGREEN CO.; GNC HOLDINGS, INC.;
TARGET CORPORATION; and WAL-MART
STORES, INC.,

JURY TRIAL DEMANDED

Defendants.
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Plaintiff Cynthia Oravec (‘‘Plaintiff’’), individually and on behalf of all others similarly situated (the ‘‘Class’’), based on the investigation of counsel, personal knowledge as to facts pertaining to Plaintiff and upon information and belief as to all other matters, brings this action against Defendant Walgreen Co. (‘‘Walgreens’’), GNC Holdings, Inc. (‘‘GNC’’), Target Corporation (‘‘Target’’), and Wal-Mart Stores, Inc. (‘‘Wal-Mart’’) (collectively ‘‘Defendants’’) and allege as follows:

NATURE OF THE ACTION

1. This action is filed against Defendants, who are retailers of over-the-counter supplements, for falsely claiming that their store-brand, over-the-counter, herbal supplements contained purported primary healthful ingredients when, in fact, the supplements failed to contain such ingredients. Rather, the Defendants’ herbal supplements contained other materials not disclosed by the Defendants, putting the health of consumers at risk.
2. Herbal supplements are dietary supplements that are believed to possess certain therapeutic or other health benefits. These supplements are derived from natural plants, flowers,

roots and the like, and come in many different dosages and forms, such as capsules or liquid. The names of some herbal supplements, like Echinacea or Garlic, are quite familiar to most people. The Defendants manufacture and sell a variety of Herbal Supplements under their own private labels.¹

3. On February 2, 2015, the New York Attorney General (“NYAG”) sent Cease and Desist Letters to the CEO’s of the Defendants, demanding they stop selling certain store brand Herbal Supplements that fail to contain the ingredients that the Defendants represent are contained in the Herbal Supplements, or, that contain other substances which are not disclosed on the packaging for those Herbal Supplements.

4. In particular, the NYAG stated that it obtained random samples from the Defendants’ store-brand nutritional supplements (*i.e.* Ginkgo Biloba, St. John’s Wort, Garlic) from several different locations of each Defendant. The NYAG then conducted specific genetic testing on each of the samples and found that the vast majority of Herbal Supplements tested failed to contain any of the primary ingredients they were represented to contain, and in many cases, contained ingredients that do not match what is on the label.

5. Plaintiff seeks relief in this action both individually and as a class action on behalf of all purchasers of Defendants’ falsely labeled herbal supplements, for injuries caused by Defendants’ common practices, including unjust enrichment, breach of express warranty, misrepresentation, fraudulent concealment, and violation of the laws of the State of Wisconsin.

¹ For purposes of this complaint, the term “Herbal Supplements” shall include the following Defendants’ store brand supplements: Aloe Vera, Bilberry, Black Cohosh, Cat’s Claw, Chasteberry, Cranberry, Dandelion, Echinacea, Ephedra, Evening Primrose Oil, Feverfew, Flaxseed/Flaxseed Oil, Garlic, Ginger, Ginkgo (Ginkgo Biloba), Ginseng, Goldenseal, Green Tea, Hawthorn, Horse Chestnut, Kava, Licorice Root, Milk Thistle, Mistletoe, Red Clover, Saw Palmetto, St. John’s Wort, and Valerian. *See* <http://www.nutrition.gov/dietary-supplements/herbal-supplements>.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter presented by this Complaint because it is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”), 18 U.S.C. § 1332(d). The total claims of individual class members in this action are in excess of \$5,000,000 in the aggregate, exclusive of interest and costs. Plaintiff is a citizen of the State of Wisconsin. The total number of members of the proposed Class is greater than 100.

7. This Court has personal jurisdiction over the Defendants as they are authorized to do business and in fact do business in this district and have sufficient minimum contacts with this district, and/or each Defendant otherwise intentionally avails itself of the markets in this state through the promotion, marketing and sale of its Herbal Supplements in this district, to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

8. Venue in this district is proper pursuant to 28 U.S.C. §1391 because Defendants conduct business within, may be found in, and are subject to personal jurisdiction in this judicial district.

THE PARTIES

9. Plaintiff Cynthia Oravec is a citizen of the State of Wisconsin, residing in Milwaukee, Wisconsin. Plaintiff purchased Garlic supplements from the Defendants during the Class Period. Plaintiff incurred losses and/or damages as a result of the activities alleged. Plaintiff would not have purchased Garlic supplements had she known that the pill did not, in fact, contain any garlic.

10. Defendant Walgreen Co. (“Walgreens”) is an Illinois corporation with its principal place of business at 108 Wilmot Road, Deerfield, Illinois. Walgreens owns and

operates approximately 8,300 stores throughout the United States. Defendant Walgreens manufactures and sells its own line of Herbal Supplements under the brand name “Finest Nutrition.” Defendant Walgreens has been and still is engaged in the business of manufacturing and selling Herbal Supplements in the United States.

11. Defendant Target Corporation (“Target”) is a Minnesota corporation with its principal place of business at 1000 Nicollet Mall, Minneapolis, Minnesota. As of February 2014, Target owned and operated approximately 1,800 retail stores throughout the United States. Defendant Target manufactures and sells its own line of Herbal Supplements under the brand name “up & up.” Defendant Target has been and still is engaged in the business of manufacturing and selling Herbal Supplements in the United States.

12. Defendant GNC Holdings, Inc. (“GNC”), is a Delaware Corporation with its principal place of business at 300 Sixth Avenue, Pittsburgh, Pennsylvania. GNC claims that it “is the leading global specialty retailer of health and wellness products, including vitamins, minerals and herbal supplement products.” GNC has more than 8,500 locations as well as its website, where it sells its products, including Herbal Supplements. Defendant GNC manufactures and sells its own line of Nutritional Supplements under a single brand name of “Herbal Plus.” Defendant GNC has been and still is engaged in the business of manufacturing and selling Herbal Supplements in the United States.

13. Defendant Wal-Mart Stores, Inc. (“Wal-Mart”) is a Delaware corporation with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas. Defendant Wal-Mart manufactures and sells its own line of Herbal Supplements under the brand name “Spring Valley.” Defendant Wal-Mart has been and still is engaged in the business of manufacturing and selling Herbal Supplements in the United States.

FACTUAL BACKGROUND

A. Background on Herbal Supplements

14. Herbal Supplements, also known as “botanicals,” are one of the most commonly consumed nutritional supplements in the United States. Herbal Supplements are a type of dietary supplement that contains herbs plant or part of a plant used for its flavor, scent, or potential therapeutic properties or other health benefits. Herbal Supplements may include flowers, leaves, bark, fruit, seeds, stems, and roots, either on their own, or in mixtures

15. Herbal Supplements are not regulated by the United States Food and Drug Administration. Therefore, virtually anyone with the ability to manufacture, market and sell Herbal Supplements can do so, with no oversight from the FDA.

B. New York Attorney General’s Investigation of Defendants

16. The New York Attorney General has been conducting an investigation into the Herbal Supplements industry. As a result of that investigation, on February 2, 2015, the New York AG sent “Cease and Desist” letters to the Defendants, demanding that they remove certain of their store-brand Herbal Supplements from their shelves and otherwise cease selling such products.

17. In the February 2 letter to GNC’s CEO, Michael Archbold, the NY AG stated that it purchased six Herbal Plus Herbal Supplements from four different New York state GNC locations. The Herbal Supplements purchased were Ginkgo Biloba, St. John’s Wort, Ginseng, Garlic, Echinacea, and Saw Palmetto. The NY AG then conducted genetic testing on each bottle, which yielded 120 results.

18. In testing the samples, the NY AG used “DNA barcoding technology.” DNA barcoding technology is a highly reliable means of testing the genetic composition of herbal

supplements. Barcoding uses state-of-the-art biotechnology to help identify plant material based on short, standardized gene sequences

19. The results of the genetic testing showed that 45% of the samples contained *no* plant DNA whatsoever. Further, 33% of the samples contained botanical material other than what appeared on the label. And finally, a mere 22% of the sample set yielded DNA that matched the contents of the product label.

20. For example, with respect to the Herbal Plus Ginkgo Biloba tested by the NY AG, none of the samples contained any Ginkgo whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of rice, spruce, and asparagaccae, materials that are not related to Ginkgo. The presence of these ingredients was not disclosed on the Herbal Plus Ginkgo packaging.

21. With respect to the Herbal Plus St. John's Wort, none of the samples tested contained any St. John's Wort. A few of the samples contained other substances such as rice, allium and dracaena (which is a tropical houseplant). The presence of these three ingredients was not disclosed on the Herbal Plus St. John's Wort packaging.

22. With respect to Echinacea, none of the samples tested by the NY AG contained any Echinacea. Some of the samples contained rice, and pinus or ranunculacae. The presence of these ingredients were not disclosed on the Herbal Plus Echinacea packaging.

23. Even in cases where the genetic tests on one of the Herbal Plus Herbal Supplements revealed the presence of the correct ingredient, many of the tests revealed the complete absence of the ingredient on the same product, thus, leaving a consumer completely unsure whether they got "lucky" and purchased one of the bottle's that contained the proper ingredients.

24. In a February 2, 2015 letter to Target's CEO, Brian Cornell, the NY AG stated that it purchased six 'up & up' Herbal Supplements from three different New York state Target locations. The Herbal Supplements purchased were Ginkgo Biloba, St. John's Wort, Valerian Root, Garlic, Echinacea and Saw Palmetto. The NY AG then conducted genetic testing on each bottle, which yielded 90 results.

25. The results of the genetic testing showed that 38% of the samples contained *no* plant DNA whatsoever. Further, 21% of the samples contained botanical material other than what appeared on the label. And finally, a mere 41% of the sample set yielded DNA that matched the contents of the product label.

26. For example, with respect to the up & up Ginkgo Biloba, none of the samples tested contained *any* Ginkgo. A few of the samples contained other substances such as rice, allium and mung/French Bean. The presence of these three ingredients were not disclosed on the up & up Ginkgo packaging.

27. With respect to the up & up St. John's Wort tested by the NY AG, *none* of the samples contained any St. John's Wort whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of rice, allium, and dracaena, all of which are unrelated to St. John's Wort. The presence of these ingredients was not disclosed on the up & up St. John's Wort packaging.

28. With respect to the up & up Valerian Root tested by the NY AG, *none* of the samples contained any Valerian Root whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of allium, phasolus/beans, rice, asparagacea, peas, wild carrot, saw palmetto, and phaseolus fabacaeae, all

of which are unrelated to Valerian Root. The presence of these ingredients was not disclosed on the up & up Valerian Root packaging.

29. Even in cases where the genetic tests on one of the up & up Herbal Supplements revealed the presence of the correct ingredient, many of the tests revealed the complete absence of the ingredient on the same product, thus, leaving a consumer completely unsure whether they got “lucky” and purchased one of the bottle’s that contained the proper ingredients.

30. In a February 2, 2015 letter to Walgreens’ President, Alexander Gourlay, the NY AG stated that it purchased six Walgreens brand “Finest Nutrition” Herbal Supplements from three different New York state Walgreens locations. The Walgreens Herbal Supplements purchased were Ginkgo Biloba, St. John’s Wort, Ginseng, Garlic, Echinacea and Saw Palmetto. The NY AG then conducted genetic testing on each bottle, which yielded 90 results.

31. The results of the genetic testing showed that 37% of the samples contained *no* plant DNA whatsoever. Further, 45% of the samples contained botanical material other than what appeared on the label. And finally, a mere 18% of the sample set yielded DNA that actually matched the contents of the product label.

32. For example, with respect to the Finest Nutrition Ginkgo Biloba, none of the samples tested contained *any* Ginkgo. The only botanic material that was found in the Ginkgo samples was rice. The presence of the rice was not disclosed on the Finest Nutrition packaging.

33. With respect to the Finest Nutrition St. John’s Wort tested by the NY AG, *none* of the samples contained any St. John’s Wort whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of rice, allium, and dracaena, all of which are unrelated to St. John’s Wort. The presence of these ingredients was not disclosed on the Finest Nutrition St. John’s Wort packaging.

34. With respect to the Finest Nutrition Echinacea tested by the NY AG, *none* of the samples contained any Echinacea whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of allium, oryza, and daisy, all of which are unrelated to Echinacea. The presence of these ingredients was not disclosed on the Finest Nutrition Echinacea packaging.

35. Even in cases where the genetic tests on one of the Finest Nutrition Herbal Supplements revealed the presence of the correct ingredient, many of the tests revealed the complete absence of the ingredient on the same product, thus, leaving a consumer completely unsure whether they got “lucky” and purchased one of the bottle’s that contained the proper ingredients.

36. In a February 2, 2015 letter to Wal-Mart’s President and CEO, Doug McMillon, the NY AG stated that it purchased six Wal-Mart brand “Spring Valley” Herbal Supplements from three different New York state Wal-Mart locations. The Spring Valley Herbal Supplements purchased were Ginkgo Biloba, St. John’s Wort, Ginseng, Garlic, Echinacea and Saw Palmetto. The NY AG then conducted genetic testing on each bottle, which yielded 90 results.

37. The results of the genetic testing showed that 56% of the samples contained *no* plant DNA whatsoever. Further, 40% of the samples contained botanical material other than what appeared on the label. And finally, only 4% of the sample set yielded DNA that actually matched the contents of the product label.

38. For example, with respect to the Spring Valley Ginkgo Biloba, none of the samples tested contained any Ginkgo. Some samples revealed the presence of rice, dracaena, mustard, wheat and radish. The presence of these ingredients was not disclosed on the Spring Valley packaging.

39. With respect to the Spring Valley St. John's Wort tested by the NY AG, *none* of the samples contained any St. John's Wort whatsoever, and many of the samples tested showed no presence of any plant material at all. Several of the tests revealed the presence of rice, allium, and cassava, all of which are unrelated to St. John's Wort. The presence of these ingredients was not disclosed on the Spring Valley St. John's Wort packaging.

40. With respect to the Spring Valley Echinacea tested by the NY AG, *none* of the samples contained any Echinacea whatsoever, and none of the samples contained any botanical material of any kind.

41. Even in cases where the genetic tests on one of the Spring Valley Herbal Supplements revealed the presence of the correct ingredient, many of the tests revealed the complete absence of the ingredient on the same product, thus, leaving a consumer completely unsure whether they got "lucky" and purchased one of the bottle's that contained the proper ingredients.

42. Through their deceptive marketing practices, Defendants capitalize on a consumer culture that is becoming more aware of and concerned with what a person is putting in his or her body.

43. Defendants claim falsely that their store brand herbal supplements contain primary named ingredients.

44. Defendants do not disclose to consumers on the labeling or mention in their advertising that the herbal supplements contain either no trace or very little trace amount of the named ingredient, and instead are comprised of cheap fillers.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this class action pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and (b)(3) on behalf of a Class defined as:

All persons or entities who purchased GNC “Herbal Plus,” Target “Up & Up,” Walgreens “Finest Nutrition,” and Wal-Mart “Spring Valley” brand herbal nutritional supplements during the period February 25, 2009 through the present (“Class Period”).

46. The Class excludes Defendants and any entity in which Defendants have a controlling interest, and their officers, directors, legal representatives, successors, and assigns.

47. Plaintiff reserves the right to amend the Class definition if discovery and further investigation reveals that the Class should be expanded or otherwise modified.

48. Plaintiff reserves the right to establish sub-classes as appropriate.

49. There is a well-defined community of interest among members of the Class, and the disposition of the claims of these members of the Class in a single action will provide substantial benefits to all parties and to the Court.

50. Notice can be provided to the members of the Class through publication, or otherwise using techniques and a form of notice similar to those customarily used in consumer class actions arising under Wisconsin state law and federal law.

51. The Class members are so numerous that joinder of all Class members is impracticable. At this time, Plaintiff is informed and believes that the Class includes thousands of members. Therefore, the Class is sufficiently numerous that joinder of all members of the Class in a single action is impracticable under Federal Rule of Civil Procedure Rule 23(a)(1), and the resolution of their claims through the procedure of a class action will be of benefit to the parties and the Court.

52. Plaintiff's claims are typical of the claims of the Class members whom they seek to represent because Plaintiff and each member of the Class have been subjected to the same deceptive and improper practices by Defendant and have been damaged in the same manner.

53. Plaintiff will fairly and adequately represent and protect the interests of the Class members as required by Federal Rule of Civil Procedure Rule 23(a)(4). Plaintiff has no interests that are adverse to those of the members of the Class that they seek to represent. Plaintiff is committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained counsel who are competent and experienced in handling complex class action litigation on behalf of consumers.

54. A class action is superior to all other available methods of the fair and efficient adjudication of the claims asserted in this Complaint under Federal Rule of Civil Procedure 23(b)(3) because:

(a) The expense and burden of individual litigation would not be economically feasible for members of the Class to seek to redress their "negative value" claims other than through the procedure of a class action.

(b) If separate actions were brought by individual members of the Class, the resulting multiplicity of lawsuits would cause members to seek to redress their "negative value" claims other than through the procedure of a class action; and

55. Absent a class action, Defendants likely would retain the benefits of their wrongdoing, and there would be a failure of justice.

56. Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

- (a) whether Defendants were unjustly enriched by their conduct;
- (b) whether Defendants breached an express warranty made to Plaintiff and the members of the Class;
- (c) whether Defendants advertise, or market Herbal Supplements in a way that is false or misleading;
- (d) whether Defendants fail to conform to the representations, which were published, disseminated and advertised to Plaintiff and the members of the Class;
- (e) whether Defendants concealed from Plaintiff and the members of the Class that Herbal Supplements did not contain primary ingredients;
- (f) whether Defendants violated Wis. Stats. § 100.18;
- (g) whether Defendants violated Wis. Stats. § 100.20 and ATCP 90.02, Wis. Admin. Code;
- (h) whether Plaintiff and the Class members were injured as a result of Defendants' misrepresentations; and
- (i) whether, as a result of Defendants' misconduct as alleged herein, Plaintiff and the Class members are entitled to restitution, injunctive and/or monetary relief and, if so, the amount and nature of such relief.

57. Plaintiff is not aware of any difficulty that will be encountered in the management of this litigation which should preclude its maintenance as a class action.

COUNT I
FRAUDULENT REPRESENTATIONS AND DECEPTIVE TRADE PRACTICES IN
VIOLATION OF § 100.18(1), WIS. STATS.
(On Behalf of Plaintiff and the Class)

58. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

59. Through advertisements and marketing representations featured on their packaging, materials, advertisements, and at points of sale, Defendants intended to and did misrepresent to Plaintiff and the Class, at the time of retail purchase and at all relevant times, that Herbal Supplements, as discussed above, included primary ingredients listed. Defendants knew, however, that this was not true.

60. After and due to seeing Defendants' advertisements and marketing representations, Plaintiff reasonably believed, and Plaintiff and the Class were reasonably likely to believe, that Herbal Supplements included listed primary ingredients, when they did not.

61. Defendants intended that Plaintiff and the Class rely upon Defendants' false, deceptive and misleading representations regarding the quality and character of its Herbal Supplements.

62. Plaintiff and the Class would not have purchased Herbal Supplements altogether, or would have paid less for this product, had they known that the Herbal Supplements did not include primary ingredients, but in fact contained cheap fillers, such as rice or house plants.

63. Defendants' advertisements concerning Herbal Supplements were false, deceptive and/or misleading, and induced Plaintiff and the other members of the Class to make purchases that they would not have made otherwise if they had been in possession of all of the material facts.

64. As a result of Defendants' deceptive conduct and practices, Plaintiff and the Class suffered pecuniary loss in an amount not less than the purchase price of the Herbal Supplements they purchased, or a portion thereof, plus interest.

65. Further, Defendants should be enjoined from marketing Herbal Supplements in the deceptive and unfair fashion described above pursuant to § 100.18, Wis. Stats.

COUNT II
UNFAIR METHODS OF COMPETITION AND TRADE PRACTICES IN BUSINESS IN
VIOLATION OF § 100.20(1), WIS. STATS.
(On Behalf of Plaintiff and the Class)

66. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

67. ATCP 90.02(1), Wis. Admin. Code requires Defendants to label and identify their food products, including Herbal Supplements.

68. ATCP 90.02(3), Wis. Admin. Code prohibits such identifications from being false, deceptive, or misleading.

69. Defendants' labeling of its product as including primary ingredients was false, deceptive, and/or misleading, insofar as it represented to consumers that Herbal Supplements included listed primary ingredients, when, in fact, they did not contain any primary ingredients, or in some cases, only trace amounts of the primary ingredients.

70. After and due to seeing Defendants' false, deceptive, and/or misleading labeling and identification of its product, Plaintiff reasonably believed, and Plaintiff and the Class were reasonably likely to believe, that Herbal Supplements included listed primary ingredients.

71. Plaintiff and the Class would not have purchased Herbal Supplements altogether, or would have paid less for this product, had they known that the Herbal Supplements did not include primary ingredients, but in fact contained cheap fillers, such as rice or house plants.

72. As a result of Defendants' false, deceptive, and/or misleading labeling and identification of its products, Plaintiff and the Class suffered pecuniary loss in an amount not less than the purchase price of Herbal Supplements, or a portion thereof, plus interest.

73. As Defendants' false, deceptive, and/or misleading labeling and identification of its product is a violation of ATCP 90.02, Wis. Admin. Code, Plaintiff and the Class are entitled to twice the amount of their aforementioned pecuniary losses under § 100.20(5), Wis. Stats.

COUNT III
BREACH OF CONTRACT AND EXPRESS WARRANTY
(On Behalf of Plaintiff and the Class)

74. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

75. Plaintiff, and each member of the Class, formed a contract with Defendants at the time Plaintiff and the other members of the Class purchased Herbal Supplements. The terms of that contract include the promises and affirmations of fact made by Defendants through their marketing campaign and in the Herbal Supplements' labeling, as described above. This product labeling and advertising constitutes express warranties and became part of the basis of the bargain, and is part of a standardized contract between Plaintiff and the members of the Class on the one hand, and Defendants on the other hand.

76. All conditions precedent to Defendants' liability under this contract, including notice, have been performed by Plaintiff and the Class.

77. Defendants breached the terms of this contract, including the express warranties, with Plaintiff and the Class by not providing the product with the advertised benefits described above.

78. Plaintiff and the members of the Class were injured as a direct and proximate result of Defendants' breach because: (a) they would not have purchased the Herbal Supplements on the same terms if the true facts had been known; and (b) Herbal Supplements did not have the composition, attributes, characteristics, nutritional value, health qualities or value as promised.

79. As a result of Defendants' breach of their contract and warranties, Plaintiff and the Class have been damaged in the amount of the purchase price of Herbal Supplements, or a portion thereof, plus interest.

COUNT IV
NEGLIGENT MISREPRESENTATION
(On Behalf of Plaintiff and the Class)

80. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

81. Defendants negligently misrepresented their above-described wrongful acts in order to defraud Plaintiff and Class Members by representing that Herbal Supplements, as discussed above, included the primary ingredients listed. Defendants knew, however, that this was not true.

82. Defendants owed Plaintiff and the Class a duty to undertake reasonable efforts to make sure that the statements made to Plaintiffs and the Class regarding such matters, were truthful and complete.

83. Defendants' misrepresentations, unfair business and deceptive business practices were made negligently in that there was no reasonable basis for such representations, unfair business and deceptive business practices at the time such representations were made.

84. In reliance upon the false representations made by the Defendants, Plaintiffs and the Class purchased the Herbal Supplements.

85. Plaintiff's and the Class' reliance upon the false representations that were made by Defendants was reasonable in light of the fact that Defendants were in a much better position than Plaintiff and the Class to obtain knowledge concerning the true contents and ingredients of the Herbal Supplements.

86. As a direct and proximate result of the Defendants' negligent misrepresentations and omissions, Plaintiff and the Class have suffered significant damages, in that they purchased products that did not contain the actual, stated ingredient(s) and instead, contained other materials not disclosed by the Defendants, putting the health of consumers at risk.

87. Plaintiff and the Class are therefore entitled to an award of compensatory and punitive damages to be determined at trial.

COUNT V
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(On Behalf of Plaintiff and the Class)

88. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

89. As a direct and proximate result of Defendants' actions as described herein, Plaintiff and the Class have suffered, and continue to suffer, injury in fact and have lost money as a result of Defendants' deception.

90. Plaintiff and other Class members purchased Herbal Supplements with the expectation that they were receiving the primary ingredients listed on the label and packaging.

91. Defendants, however, were selling Plaintiff and the Class herbal supplements that did not contain the primary ingredients listed. As such, Plaintiff and other Class members have not obtained the benefit of their bargain from Defendants, and the essential purpose of the herbal supplements sales contracts has been frustrated.

92. By reason of the foregoing, Defendants have breached the covenant of good faith and fair dealing and are liable to Plaintiff and the other members of the Class.

COUNT VI
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Class)

93. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

94. By their wrongful acts and omissions, Defendants have been unjustly enriched at the expense of Plaintiff and members of the Class, who did not receive the goods to which they were entitled for the payments made to Defendants, and thus Plaintiff and members of the Class were unjustly deprived of money paid to Defendants.

95. It would be inequitable and unconscionable for Defendants to retain the profit, benefit, and other compensation they obtained from their deceptive, misleading, and unlawful conduct alleged herein.

96. Plaintiff and members of the Class seek restitution from Defendants, and seek an order of this Court disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct.

COUNT VII
INJUNCTIVE AND DECLARATORY RELIEF
(On Behalf of Plaintiff and the Class)

97. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

98. As set forth above, Defendants have intentionally misrepresented the nature of Herbal Supplements sold to Plaintiff and other members of the Class.

99. Defendants' practices described herein are unlawful and against public policy, and therefore, Defendants should be prohibited and enjoined from engaging in these practices in the future and should be compelled to correct the harm caused by their conduct.

PUNITIVE DAMAGES UNDER § 895.043, WIS. STATS.
(On Behalf of Plaintiff and the Class)

100. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

101. Section 895.043(3), Wis. Stats. provides for an award of punitive damages in cases in which the defendant acts maliciously towards the plaintiff, or acts in intentional disregard of the rights of the plaintiff.

102. Defendants intentionally pursued and continue to pursue the herein-alleged fraudulent course of action designed to make money at the expense of consumers and did so knowing it was misleading. Defendants' false, deceptive, and/or misleading labeling, identification, marketing, representations and general trade and business practices concerning

Herbal Supplements constitute malicious, reprehensible, oppressive, and fraudulent actions towards consumers, including Plaintiff and Class, and an intentional disregard of their rights.

103. Accordingly, Defendants have violated § 895.043, Wis. Stats., and punitive damages are appropriate to deter, punish, and make an example of Defendants.

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendants as follows:

- A. Certification of the proposed Class and notice thereto to be paid by Defendants;
- B. Adjudge and decree that Defendants have engaged in the conduct alleged herein;
- C. For all legal and equitable/injunctive remedies available under the law;
- D. For punitive damages against Defendants in an amount sufficient to punish and set an example of Defendants;
- E. For an accounting by Defendants for any and all profits derived by Defendants from the sale of their product;
- F. That Plaintiff and the Class be awarded Defendants' profits obtained by Defendants as a consequence of its conduct;
- G. For any and all other legal and equitable remedies that may be available, including actual and/or compensatory damages, disgorgement of profits, statutory penalties, injunctive relief, attorneys' fees as provided by §§ 100.18(11)(b)2 and 100.20(5), Wis. Stat., costs, and prejudgment and post judgment interest; and
- H. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Class demand a trial by jury as to all matters so triable.

Respectfully submitted,

Dated: February 25, 2015

ADEMI & O'REILLY, LLP

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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.)

Place an "X" in the appropriate box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

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

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

DEFENDANTS

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)*

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)*

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
IMMIGRATION				
		<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN *(Place an "X" in One Box Only)*

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district *(specify)*
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*

Brief description of cause:

VII. 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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example:

U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the

_____ District of _____

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

JON W. SANFILIPPO
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:

UNITED STATES DISTRICT COURT

for the

_____ District of _____

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

JON W. SANFILIPPO
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:

UNITED STATES DISTRICT COURT

for the

_____ District of _____

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

JON W. SANFILIPPO
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)* _____ .

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_____ 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:

UNITED STATES DISTRICT COURT

for the

_____ District of _____

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

JON W. SANFILIPPO
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: