

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO:

KELLY REYES, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

GENERAL NUTRITION CORPORATION,
a Foreign Profit Corporation,
GENERAL NUTRITION CENTERS, INC.,
and GNC HOLDINGS, INC.

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, Kelly Reyes, on behalf of herself and all other similarly situated nationwide, hereby files this Class Action Complaint against Defendant General Nutrition Corporation, General Nutrition Centers, Inc., and GNC Holdings, Inc. (collectively, “GNC” or “Defendants”) for the purchase of mislabeled herbal supplements. In support thereof, Plaintiff states as follows:

PARTIES

1. Plaintiff, Kelly Reyes, is a resident of Miami-Dade County, Florida who has purchased from Defendants, in Miami-Dade County, their: i) GNC Herbal Plus Gingko Biloba; ii) GNC Herbal Plus St. John’s Wort; iii) GNC Herbal Plus Ginseng; and iv) GNC Herbal Plus Echinacea, (hereinafter referred to as the “Mislabeled Products”). The Mislabeled Products were adulterated and mislabeled because they failed to contain the medicinal herbs that the Defendants represented on the label as ingredients contained therein.

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2. Defendant, General Nutrition Corporation, is a Pennsylvania corporation with its principal place of business at 300 Sixth Ave., Pittsburgh, Pennsylvania and doing business in the State of Florida.

3. Defendant, General Nutrition Centers, Inc., is a Pennsylvania corporation with its principal place of business at 300 Sixth Ave., Pittsburgh, Pennsylvania and doing business in the State of Florida.

4. Defendant, GNC Holdings, Inc., is a Pennsylvania corporation with its principal place of business at 300 Sixth Ave., Pittsburgh, Pennsylvania and doing business in the State of Florida.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because a member of Plaintiff class is a citizen of Florida and Defendants are citizens of Pennsylvania, there are certainly 100 or more class members, and the aggregate amount in controversy will exceed \$5,000,000.

6. The Court has personal jurisdiction over Defendants because a substantial portion of the alleged wrongdoing occurred in Florida. Defendants also have sufficient minimum contacts with Florida and has otherwise intentionally availed itself of the markets in Florida 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.

7. Venue is proper in the Southern District of Florida pursuant to 28 U.S.C. § 1391(b)(2) and (3) because a substantial part of the events or omissions giving rise to the claims at issue in this Complaint arose in this District, a substantial part of the property that is the

subject of this action is situated in this District, and Defendants are subject to the Court's personal jurisdiction with respect to this action.

FACTUAL ALLEGATIONS

8. GNC has manufactured, labeled and sold, during the Class Period, GNC “Herbal Plus” brand dietary supplement products: i) GNC Herbal Plus Gingko Biloba; ii) GNC Herbal Plus St. John’s Wort; iii) GNC Herbal Plus Ginseng; and iv) GNC Herbal Plus Echinacea defined herein as “Mislabeled Products.”

9. The packaging of the Mislabeled Products conspicuously identified the principal herbal dietary ingredients as “Gingko Biloba,” “St. John’s Wort,” “Ginseng” and “Echinacea” which would lead a reasonable purchaser to believe the products contained those ingredients.

10. Defendants’ herbal supplements are not what they purport to be. GNC “Herbal Plus” Gingko Biloba contains oryza (rice) and/or allium (garlic), among other substances, but no Ginko Biloba; GNC “Herbal Plus” St. John’s Wort contains oryza, allium, and/or dracaena but no St. John’s Wort, as Defendants purport; GNC “Herbal Plus” Ginseng contains, among other substances, oryza, dracaena, and/or pinus strobus but no Ginseng; and GNC “Herbal Plus” Echinacea contains pine and/or ranunculaceae, or no plant substances at all, but contains no Echinacea as Defendants purport.

11. GNCs’ products are not medicinal herbal supplements as they claim. Instead the supplements fail to contain any of the active ingredients represented by both the products’ names and label. As such, the supplements Defendants sell their customers are a sham.

12. On February 2, 2015, New York Attorney General Eric T. Schneiderman sent a demand letter to GNC Holdings ordering GNC to immediately cease and desist engaging in the sale of adulterated and mislabeled herbal dietary supplements. These products included the Mislabeled Products. The Mislabeled Products either could not be verified to contain the labeled substance, or which were found to contain ingredients not listed on the labels. The letter came after DNA testing, performed by the Attorney General's Office, revealed that all of the products purchased by Plaintiff in this cause tested negative for the ingredient listed on the front of the package.

13. A reasonable purchaser would believe that Defendants' products contained the ingredients listed on their labels.

14. A reasonable purchaser would believe that Defendants' GNC "Herbal Plus" Gingko Biloba actually contained Gingko Biloba.

15. A reasonable purchaser would believe that Defendants' GNC "Herbal Plus" St. John's Wort, in fact, contained St. John's Wort.

16. A reasonable purchaser would believe that Defendants' GNC "Herbal Plus" Ginseng, in fact, contained Ginseng.

17. A reasonable purchaser would believe that Defendants' GNC "Herbal Plus" Echinacea, in fact, contained Echinacea.

18. Defendants' deceptive labeling remains false and misleading and designed to increase sales of the products at issue.

19. The Mislabeled Products fail to contain the principal herbal dietary ingredients represented on the products' labels: "Gingko Biloba," "St. John's Wort," "Ginseng" and "Echinacea."

20. GNC deceptively manufactured, labeled and sold the Mislabeled Products. The Mislabeled Products, having no monetary value, remain worthless.

21. Plaintiff and the Class have been damaged by Defendants' false and deceptive labeling on the Mislabeled Products. Plaintiff and the Class are entitled to a return of the full purchase price paid for Mislabeled Products, which are in fact worthless.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action as a class action pursuant to the Federal Rule of Civil Procedure 23 on behalf of the following class:

All persons who purchased GNC Herbal Plus Gingko Biloba, GNC Herbal Plus St. John's Wort, GNC Herbal Plus Ginseng and GNC Herbal Plus Echinacea in the United States, since the filing of this Complaint, or depending upon discovery, an earlier date. (the "Class").

Collectively, all these persons will be referred to as "Plaintiffs" or "Plaintiff Class."

23. Excluded from the Plaintiff Class are:

- A. Defendants and any entities in which Defendants have a controlling interest;
- B. Any entities in which Defendants' officers, directors, or employees are employed and any of the legal representatives, heirs, successors or assigns of Defendants;

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- C. The Judge to whom this case is assigned and any member of the Judge's immediate family;
- D. All persons or entities that properly execute and timely file a request for exclusion from the Class.

24. Plaintiffs reserve the right to modify the Class definitions after discovery and at any time up to and including trial.

25. The action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of the Federal Rules of Civil Procedure Rule 23(a)(1-4) and (b)(1).

26. The Class is so numerous that the individual joinder of all its members, in this or any action, is impracticable. The exact number or identification of the Class members is presently unknown to Plaintiffs, but it is believed that Class members number at least in the thousands. The identify of Class members is ascertainable. Class members number may be informed of the pendency of this Class action by a combination of direct mail and public notice, or other means.

27. Common question of fact and law exist as to all members of the Class, which predominate over questions affecting only individual members of the Class. These include, but are not limited to the following:

- a. Whether Defendants 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 Defendants made unlawful and misleading herbal representations and warranties with respect to its products sold to consumers;
- d. Whether Defendants violated the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, *et. seq.*);
- e. Whether Defendants breached its implied warranty of merchantability;
- f. Whether Defendants breached its express warranties;
- g. Whether Defendants were negligent in its labeling and advertising of the Purchased Products;
- h. Whether Defendants unlawfully sold the Mislabeled Products in violation of the laws of Florida;
- i. Whether Defendants' 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 Defendants and the amount of damages to the Class;
- k. Whether Defendants were unjustly enriched by its deceptive practices;
- l. Whether punitive damages should be awarded; and
- m. Whether Defendants should be enjoined from continuing the conduct complained of herein.

28. Plaintiffs' claims are typical of the claims of the members of each Class because Plaintiff bought Defendants' Mislabeled Products during the Class Period. Plaintiffs are asserting the same rights, making the same claims, and seeking the same relief for themselves

and for all other class members. Defendants' 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 Member sustained similar injuries arising out of Defendants' conduct in violation of Florida law.

29. The injuries of each member of each Class were caused directly by Defendants' wrongful conduct. The factual underpinning of Defendants' 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's 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.

30. Plaintiffs are adequate representative of the Plaintiff Class because Plaintiffs are members of the Plaintiff Class and Plaintiffs' interests do not conflict with the interests of the members of the Class that Plaintiff seeks to represent. Plaintiffs are represented by experienced and able counsel who have litigated numerous class actions, and Plaintiffs' counsel intends to prosecute this action vigorously for the benefit of the entire Plaintiff Class. Plaintiffs and Plaintiffs' counsel can fairly and adequately protect the interests of the members of the members of the Plaintiff Class.

31. The class action is the best available method for the efficient adjudication of this litigation because individual litigation of the Plaintiff Class claims would be impracticable and individual litigation would be unduly burdensome to the courts. Individual litigation has the potential to result in inconsistent or contradictory judgments. A class action in this case presents fewer management problems and provides the benefits of single adjudication, economies of

scale, and comprehensive supervision by a single court. 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.

CAUSES OF ACTION

**FIRST CAUSE OF ACTION
(Violation of Florida's Deceptive and Unfair Trade Practices Act
Fla. Stat. §§ 501.201, *et seq.*)**

32. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 31 above.

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

34. Defendants unlawfully sold Defendants' Mislabeled Products in Florida during the Class Period.

35. As fully alleged above, by advertising, marketing, distributing and selling mislabeled and mislabeled Defendants' Mislabeled Products to Plaintiff and other members of

the Class who purchased Defendants' Mislabeled Products in Florida, Defendants engaged in, and continue to engage in, unlawful deceptive and unconscionable trade practices.

36. Defendants' misleading marketing, advertising, packaging and labeling of Defendants' Mislabeled Products were likely to deceive reasonable consumers.

37. Plaintiff and other members of the Class who purchased Defendants' Mislabeled Products in Florida were deceived.

38. Defendants have engaged in unlawful deceptive and unconscionable trade practices.

39. Plaintiff and other members of the Class who purchased Defendants' Mislabeled Products in Florida were injured by Defendants' unlawful deceptive and unconscionable trade practices.

40. Plaintiff and other members of the Class who purchased Defendants' Mislabeled Products in Florida were injured as a result of Defendants' unlawful deceptive and unconscionable trade practices.

41. Defendants sold to Plaintiff and the members of the Class who purchased Defendants' Mislabeled Products in Florida, a product that had no economic value. Defendants' violation of Fla. Stat. § 501.201, *et. seq.* remains ongoing.

42. As a direct and proximate cause of Defendants' violation of Fla. Stat. § 501.201, *et. seq.*, Plaintiff and the members of the Class who purchased Defendants' Mislabeled Products in Florida were injured when they paid for these illegal and worthless products. Plaintiff and the members of the Class who purchased Defendants' Mislabeled Products in Florida have been damaged in an amount to be determined at trial.

43. As a result of Defendants' unlawful deceptive and unconscionable trade practices, Plaintiff and the members of the Class who purchased Defendants' Mislabeled Products in Florida, pursuant to Fla. Stat. § 501.201, *et. seq.*, are entitled to damages and such other orders and judgments which may be necessary to disgorge Defendants' ill-gotten gains and to restore to Plaintiff and the members of the Class who purchased Defendants' Mislabeled Products in Florida any money paid for Defendants' Mislabeled Products.

44. 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 Florida Deceptive and Unfair Trade Practice Act, Fla. Stat. § 501.201, *et. seq.*, and other similar state statutes prohibiting unfair and deceptive acts and practices (collectively "DUTPA").

45. The Defendants' deceptive trade practices are the proximate cause of the Plaintiff and the members of the class having suffered damages in an amount to be proven at trial.

46. Defendants' conduct complained of herein renders it liable under the other states' DUTPAs for damages for the consequences of such conduct.

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

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

49. Plaintiff and Class Members are entitled to an injunction enjoining the Defendants from further deceptive and unfair trade practices in connection with the sale of the Mislabeled Products.

50. 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.

WHEREFORE, based upon the foregoing, Plaintiff and Class Members are entitled to compensatory damages, disgorgement of unjust profits, restitution, rescission and/or an injunction enjoining such unfair trade practices, along with prejudgment interest, statutory attorneys' fees, court costs and any other remedy this Court deems just and proper.

**SECOND CAUSE OF ACTION
(Unjust Enrichment)**

51. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 31 above.

52. As a result of Defendants' unlawful and deceptive actions described above, Defendants were enriched at the expense of Plaintiff and the Class through the payment of the purchase price for the Mislabeled Products.

53. Under the circumstances, it would be against equity and good conscience to permit Defendants to retain the ill-gotten benefits that they received from the Plaintiff and the

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Class, in light of the fact that the Mislabeled Products purchased by Plaintiff and the Class were illegal products and were not what Defendants represented them to be. Thus, it would be unjust and inequitable for Defendants to retain the benefit without restitution to the Plaintiff and the Class for the monies paid to Defendants for the Mislabeled Products.

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

54. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 31 above.

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

56. Defendants reasonably knew or should have known those Mislabeled Products were unlawful for sale.

57. When Defendants sold these products they impliedly warranted that the products were legal and could be lawfully possessed and/or sold and therefore, merchantable.

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

59. The purchased Mislabeled Products were unfit for the ordinary purpose for which they were intended.

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

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

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

**FOURTH CAUSE OF ACTION
(Breach of Express Warranty)**

63. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 31 above.

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

65. The Defendants' description of the ingredients on the labeling of their Mislabeled Products became part of the basis of the bargain, creating express written warranties that the product purchased by Plaintiff and the other Class Members would conform to Defendants' description and specification. The Mislabeled Products purchased by Plaintiff did not so conform.

66. Defendants provided warranties that its Mislabeled Products were labeled in compliance with state law and were not mislabeled under state law. Defendants breached these express written warranties.

67. 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.

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

69. Plaintiff and the Class were the intended beneficiaries of such representations and warranties.

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

**FIFTH CAUSE OF ACTION
(Negligence)**

71. Plaintiff realleges and incorporates herein by reference Paragraphs 1 through 31 above.

72. In making representations of fact to Plaintiff and the other Class members about their Mislabeled Products, Defendants failed to lawfully label or advertise their Mislabeled 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.

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

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

75. As alleged above, Plaintiff and the Class were injured by Defendants' 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 Defendants' negligence.

JURY DEMAND

Plaintiff hereby demands a jury trial on all claims in this action.

PRAYER FOR RELIEF

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

- A. An order certifying this action to be a proper class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, and finding that Plaintiff is a proper representative of the Class;
- B. Actual and/or compensatory damages and/or the recovery of civil penalties as provided by Fla. Stat. § 501.2075 and/or an award equal to the amount by which the Defendants have been unjustly enriched;
- C. An order awarding pre-judgment and post-judgment interest;
- D. The costs of this proceeding and attorneys' fees, as provided by Fla. Stat. § 501.2105;
- E. Punitive damages in an appropriate amount;
- F. An order permanently enjoining Defendants from continuing their unfair and/or deceptive conduct; and
- G. Any further compensatory, injunctive, equitable or declaratory relief including refunds as may be just and proper.

Dated: February 9, 2015.

Respectfully submitted,

/s/ Theodore Babbitt
Theodore Babbitt
Fla. Bar No. 091146
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& LeClainche, P.A.**
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JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS KELLY REYES, individually and on behalf of all others similarly situated **DEFENDANTS** GENERAL NUTRITION CORPORATION, a Foreign Profit Corporation, GENERAL

(b) County of Residence of First Listed Plaintiff **Miami-Dade** County of Residence of First Listed Defendant **(IN U.S. PLAINTIFF CASES ONLY)**
(EXCEPT IN U.S. PLAINTIFF CASES)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)
Weil Quaranta McGovern, P.A.
200 S. Biscayne Blvd., Suite 900, Miami, FL 33131

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input checked="" type="checkbox"/> 1	PTF DEF	<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 checked="" 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"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<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 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<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)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<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 checked="" 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

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

1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment 8 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions):
 a) Re-filed Case YES NO
 b) Related Cases YES NO

JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):
 Violation of FL's Deceptive & Unfair Trade Practices Act
 LENGTH OF TRIAL via _____ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 5,000,000.00 **CHECK YES only if demanded in complaint:** **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
 DATE February 9, 2015
 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
 RECEIPT # _____ AMOUNT _____ IFP _____ JUDGE _____ MAG JUDGE _____

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

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

KELLY REYES, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

GENERAL NUTRITION CORPORATION, a Foreign
Profit Corporation, GENERAL NUTRITION
CENTERS, INC., and GNC HOLDINGS, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GENERAL NUTRITION CORPORATION
NRAI SERVICES, INC. - Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

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: Ronald P. Weil, Esq.
John M. Quaranta, Esq.
Weil Quaranta McGovern, P.A.
Southeast Financial Center
200 S. Biscayne Blvd., Suite 900
Miami, FL 33131

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

CLERK OF COURT

Date: 02/09/2015

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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 \$ _____ 0.00.

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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

KELLY REYES, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

GENERAL NUTRITION CORPORATION, a Foreign
Profit Corporation, GENERAL NUTRITION
CENTERS, INC., and GNC HOLDINGS, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GENERAL NUTRITION CENTERS, INC.
300 6th Avenue
Pittsburg, PA 15222

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:

Ronald P. Weil, Esq.
John M. Quaranta, Esq.
Weil Quaranta McGovern, P.A.
Southeast Financial Center
200 S. Biscayne Blvd., Suite 900
Miami, FL 33131

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

CLERK OF COURT

Date: 02/09/2015

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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 \$ _____ 0.00.

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:

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

UNITED STATES DISTRICT COURT
for the
Southern District of Florida

KELLY REYES, individually and on behalf of all
others similarly situated

Plaintiff(s)

v.

GENERAL NUTRITION CORPORATION, a Foreign
Profit Corporation, GENERAL NUTRITION
CENTERS, INC., and GNC HOLDINGS, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) GNC HOLDINGS, INC.
300 6th Avenue
Pittsburg, PA 15222

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:

Ronald P. Weil, Esq.
John M. Quaranta, Esq.
Weil Quaranta McGovern, P.A.
Southeast Financial Center
200 S. Biscayne Blvd., Suite 900
Miami, FL 33131

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

CLERK OF COURT

Date: 02/09/2015

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

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on *(date)* _____, and mailed a copy to the individual's last known address; or

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Other *(specify)*:

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Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: