

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

<p>ROBYN JAFFEE, on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>THE QUAKER OATS COMPANY,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.</p> <p>CLASS ACTION</p> <p><u>DEMAND FOR JURY TRIAL</u></p>
--	--

CLASS ACTION COMPLAINT

Plaintiff Robyn Jaffee (“Plaintiff”), individually and on behalf of all others similarly situated, through her undersigned counsel, hereby files this Class Action Complaint for Equitable Relief and Damages, against Defendant, The Quaker Oats Company (“Quaker”), and alleges as follows:

1. Defendant aggressively advertises and promotes its oatmeal products as “100% Natural,” and claims its oats are grown using “eco-friendly” methods that pose “less risk of pollutants and groundwater pollution.” These claims are false, deceptive, and misleading. Quaker Oats are not “100% Natural,” but instead contain the chemical glyphosate, a potent herbicide that last year was declared a probable human carcinogen by the cancer research arm of the World Health Organization. Glyphosate makes its way into Quaker Oats not simply because it is used as an agricultural weed killer, but because it is sprayed on the oats as a drying agent shortly before harvest.

2. There is nothing unlawful about Quaker Oats' growing and processing methods. What is unlawful is Quaker's claim that Quaker Oats is something that it is not in order to capitalize on growing consumer demand for healthful, natural products.

3. Plaintiff brings this deceptive advertising case on behalf of a class of consumers who purchased Quaker Oats in Florida, and seeks relief including refunds to purchasers for the falsely advertised products and a court-ordered corrective advertising campaign to inform the public of the true nature of Quaker's carcinogen-contaminated oats.

INTRODUCTION

4. This is a proposed consumer protection class action against Quaker for injunctive relief and economic damages based on misrepresentations and omissions committed by Quaker regarding certain varieties of its products, which Quaker falsely and deceptively labels and markets as "Natural," "100% Natural," "100% Natural Whole Grain," and "Heart Healthy" or "part of a heart healthy diet." The products are not "Natural," "100% Natural," or "100% Natural Whole Grain" as labeled and marketed. In fact, the products contain glyphosate, a potent and *unnatural* biocide.

5. Specifically, the products at issue are: (1) Quaker Oats Old-Fashioned, (2) Quaker Oats Quick 1-Minute, and (3) Quaker Steel Cut Oats (collectively, "Quaker Oats," or the "Products").

6. Aware of the health risks and environmental damage caused by chemical-laden foods, especially packaged foods, consumers increasingly demand foods that are natural and whole, and that omit chemicals.

7. Quaker knows that consumers seek out and wish to purchase whole, natural foods that do not contain chemicals, and that consumers will pay more for foods that they believe to be natural than they will pay for foods that they do not believe to be natural.

8. To capture this growing market, Quaker labels its Quaker Oats products as “100% Natural Whole Grain.” Quaker also states, on the front labels of its Quaker Oats Old Fashioned product, “As part of a heart-healthy diet, the soluble fiber in Oatmeal can help reduce cholesterol.” The back of its Quaker Oats Old Fashioned label advises consumers, “Get your day off to a Heart Healthy Start with Whole Grain Quaker Oatmeal!” *See* Ex. 1 (product labels).

9. The only ingredient listed on Quaker’s “100% Natural Whole Grain” Quaker Oats products is “100% Natural Whole-Grain Quaker Quality Rolled Oats.” *See* Ex. 1 (product labels).

10. No reasonable consumer, seeing these representations, would expect Quaker Oats to contain anything unnatural, or anything other than whole, rolled oats.

11. Quaker Oats, despite their labels, do contain something other than whole, rolled oats; namely, Quaker Oats contain glyphosate.

12. Glyphosate is not “Natural” or “100% Natural.” Glyphosate is a synthetic biocide and probable human carcinogen, with additional health dangers rapidly becoming known.

13. Glyphosate is “legal” in connection to food products, insofar as the law does not preclude the use of glyphosate in treating and harvesting crops. Quaker, however, did not and does not simply claim that its Quaker Oats are “legal”; it claims that Quaker Oats are “Natural” and contain “100% Natural Whole Grain” and nothing else. *See* Exhibit 1.

14. By deceiving consumers about the nature, quality, and/or ingredients of its Quaker Oats, Quaker is able to sell a greater volume of Quaker Oats, to charge higher prices for

Quaker Oats, and to take away market share from competing products, thereby increasing its own sales and profits.

15. Consumers lack the scientific knowledge necessary to determine whether Quaker Oats in fact contain only “100% Natural Whole Grain,” to know or to ascertain the true ingredients and quality of Quaker Oats, or to assess the safety of ingesting glyphosate. Reasonable consumers must and do rely on Quaker to report honestly what Quaker Oats contain, and whether the ingredients in fact are “Natural” or “Heart Healthy.”

16. Quaker further hides the fact that the oats contain a modern biocide by marketing some Quaker Oats as “Old Fashioned,” and all Quaker Oats under a picture of a man dressed in Colonial-era attire.

17. Across all Quaker Oats products, Quaker conceals the presence of glyphosate, fails to warn consumers of the presence of glyphosate, and fails to warn consumers about the harmful effects of ingesting glyphosate.

18. Should any consumer seek further information, Quaker’s own website declares that Quaker Oats are “a healthful and tasty ingredient to many recipes.” <http://www.quakeroats.com/products/hot-cereals/old-fashioned-oats.aspx> (last visited April 26, 2016). Quaker’s website further promotes the health benefits of Quaker Oats, stating, “Even better, the goodness doesn’t stop with the taste; Quaker Oats is 100% whole grains which may help reduce the risk of heart disease.” *Id.* (last visited April 26, 2016).

19. Quaker intended for consumers to rely on its representations, and reasonable consumers did in fact so rely. As a result of its false and misleading labeling, failure to warn, and omissions of fact, Quaker was able to sell Quaker Oats to hundreds of thousands of consumers throughout the United States and to realize sizeable profits.

20. Plaintiff is not seeking damages for any personal injuries in this Complaint¹; rather, this case is based on Defendant's misrepresentations and omissions regarding the Quaker Oats Products purchased by Plaintiff, and Putative Class Members, during the class period, defined below.

21. Plaintiff and numerous other Putative Class Members who purchased the Products suffered economic damages in a similar manner because they purchased, purchased more of, or paid more for Quaker Oats than they would have had they known the Products were not "Natural" or "100% Natural" as labeled and marketed. When a product purports to be "100% Natural," consumers not only are willing to pay more for the product, they expect it to be pesticide-free. Had Plaintiff and the Putative Class known at or before the time of purchase that the Products in fact contained glyphosate, a synthetic biocide and probable human carcinogen, they would not have purchased or used the Products, and they will not continue to use them unless and until remedial action is taken.

22. Plaintiff, and all others similarly situated consumers, did not bargain for Products that contain unnatural ingredients in exchange for their payment of the purchase price. Plaintiff contends that the Products are not "Natural" or "100% Natural Whole Grain" as labeled and marketed, and as a result, such representations mislead consumers into purchasing the Products.

23. The Products are sold pursuant to unlawful trade practices because they offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

24. Accordingly, Plaintiff seeks relief equal to the aggregate retail purchase price paid by Plaintiff and Putative Class Members during the Class Period, because the Products are

¹ All potential claims for individual tort relief by Plaintiff and Putative Class Members are preserved and outside the scope of the damages sought in this litigation.

worthless and useless due to Quaker's misrepresentations regarding the true nature, quality, and ingredients of the Products and its failure to warn consumers of the presence of glyphosate and the harmful effects of ingesting glyphosate.

25. Plaintiff Jaffee brings this action to stop Quaker's deceptive and misleading practices.

VENUE AND JURISDICTION

26. This Court has original subject-matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d), which under the provisions of the Class Action Fairness Act ("CAFA") explicitly provides for the original jurisdiction of the federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from any defendant, and the amount in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff Jaffee is a citizen of Florida. On information and belief, defendant Quaker Oats Company is a citizen of Illinois. On information and belief, the amount in controversy exceeds \$5,000,000.00.

27. This Court has personal jurisdiction over the parties in this case. Plaintiff Robyn Jaffee is a citizen of Florida and a resident of Miami, Dade County, Florida. On information and belief, Quaker Oats Company is a Chicago, Illinois-based division of PepsiCo, Inc. Quaker purposefully avails itself of the laws of Florida to market Quaker Oats to consumers in Florida, and distributes Quaker Oats to numerous retailers throughout Florida.

28. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients of Quaker Oats, occurred within this District.

PARTIES

29. At all times mentioned herein, Quaker Oats Company was a Chicago, Illinois-based division of PepsiCo, Inc., a North Carolina corporation headquartered in Purchase, New York, and one of the world's largest food and beverage companies. Quaker was, at all relevant times, engaged in commercial transactions throughout the State of Florida, including this judicial District, including internet sales.

30. Quaker manufactures and/or causes the manufacture of oat-based food products, and markets and distributes the products in retail stores in Florida and throughout the United States. Quaker Foods North America, of which upon information and belief Quaker is a part, makes, markets, sells, and distributes products spanning several categories such as hot and ready-to-eat cereals, rice, pasta, dairy, and other branded products.

31. At all times mentioned herein, Plaintiff Jaffee was and is an individual consumer over the age of 18, a citizen of the state of Florida, and a resident of Dade County, Florida. During the class period, Plaintiff Jaffee has purchased Quaker Oats (specifically, Quaker instant oatmeal (original flavor), and Quaker Oats Old Fashioned) when shopping approximately once each week at a Publix store in North Miami, Florida.

32. In deciding to make these purchases, Plaintiff Jaffee saw, relied upon, and reasonably believed Quaker's representations that Quaker Oats are natural and healthful, comprise only "100% Natural Whole Grain," are "Heart Healthy," and are "part of a heart healthy diet."

33. When a product purports to be "100% Natural," consumers not only are willing to pay more for the product, they expect it to be pesticide-free.

34. Plaintiff Jaffee was willing to pay more for Quaker Oats because she expected the Products to be pesticide-free.

35. Had Plaintiff Jaffee known at the time that Quaker Oats contain the unnatural biocide glyphosate, she would not have purchased or continued to purchase Quaker Oats.

36. Had Plaintiff Jaffee been warned of the dangers of ingesting glyphosate, and of the presence of glyphosate in the Quaker Oats, she would not have purchased or continued to purchase Quaker Oats.

37. If Quaker Oats were reformulated such that Quaker's representations were truthful, i.e., such that Quaker Oats contained only "100% Natural Whole Grain" and no glyphosate, Plaintiff Jaffee would consider purchasing Quaker Oats in the future.

FACTUAL ALLEGATIONS

38. American consumers increasingly and consciously seek out natural and healthful food products. Once a small niche market, healthful, natural foods are now sold by conventional retailers, and their sales continue to soar. The trend toward natural and healthful food products includes, for many consumers, a preference for whole grains over processed or otherwise refined grains.

39. Consumers value natural foods, including whole grains, for myriad health, environmental, and political reasons, including avoiding chemicals and/or additives, attaining health and wellness, helping the environment, and financially supporting companies that share these values.

I. Quaker's Brand Image: Natural, "Green," and Environmentally Conscious.

40. Hoping to capture this growing market, Quaker markets Quaker Oats as a natural and healthful choice containing only "100% Natural Whole Grain." Quaker does not disclose the

presence in Quaker Oats of anything other than “100% Natural Whole Grain.”

41. Quaker cultivates its image as a healthful, wholesome, impurity-free brand—the kind of company whose label claims can be trusted. Indeed, Quaker advertises its Quaker Oats with the “image of a man dressed in the Quaker garb... because the Quaker faith projected the values of honesty, integrity, purity and strength.” <http://www.quakeroats.com/about-quaker-oats/content/quaker-faq.aspx> (last visited April 26, 2016).

42. Quaker also presents itself as a leader in environmental responsibility. On its website, Quaker asserts, “As part of Quaker’s holistic approach to environmental sustainability, we have taken special interest in our milling and manufacturing processes.” <http://www.quakeroats.com/oats-do-more/for-your-world/oats-and-the-environment/innovations-in-milling-and-manufacturing> (last visited April 26, 2016).

43. Quaker also presents itself as an expert source of information on oats—touting their health benefits and environmentally friendly properties. Quaker’s website headlines the “Quaker Oats Center of Excellence,” billed as “advancing the unique benefits of the oat” with a “Scientific Advisory Board comprised of prominent experts in science, agricultural sustainability, product innovation and consumer insights.” <http://www.quakeroats.com/about-quaker-oats/content/quakeroats-center-of-excellence.aspx> (last visited April 26, 2016); <http://www.quakeroats.com/about-quaker-oats/content/quakeroats-center-of-excellence/meet-the-experts.aspx> (last visited April 26, 2016).

44. Quaker claims that it possesses unique expertise in oat cultivation by its status as the world’s largest miller of oats:

At Quaker, we know our oats. Having worked with farmers for over 70 years, we have high standards for our growers. But we appreciate the farmers who have helped us become the world’s largest miller of oats, and have worked with them over the years to

implement new changes and innovations in the way they farm their land.

While the health benefits of oats are well documented, many people will be surprised to learn about the numerous environmental advantages associated with this humble grain. Oats provide benefits to the environment that are surprising from such an unassuming grain.

<http://www.quakeroats.com/oats-do-more/for-your-world/oats-and-the-environment/growing-our-oat> (last visited April 26, 2016). Quaker’s website goes on to assert that cultivating oats reduces the risk of ground- and surface-water contamination and, because oats require less tilling, reduces soil’s susceptibility to erosion. *See id.*

45. Quaker asserts, specifically, that cultivating oats *reduces* the use of herbicides that risk pollution and groundwater contamination. “Since oats require less herbicide spray than many other grains, there is less risk of pollutants and groundwater contamination,” *id.*, further creating the impression in reasonable consumers that Quaker Oats are “100% Natural” products in which they will not find herbicides.

46. Quaker also suggests that purchasing Quaker Oats is a “green” choice, and that Quaker Oats are “eco-friendly.” Its website links to Facebook “conversations” with topics like, “What are some of your tips for living a ‘greener’ life?” and runs polls like, “What’s preventing you from buying ‘eco-friendly’ products?” *See* <http://www.quakeroats.com/oats-do-more/for-your-world/oats-and-the-environment> (last visited April 26, 2016).

47. Indeed, Quaker presents itself as a “green” organization from top to bottom:

Quaker is working to incorporate sustainability practices into every facet of its operation. From the corporate level to employee sponsored grassroots organizations, we are dedicated to reducing our impact on the environment.

[. . .]

Our employees reflect and help drive Quaker's commitment to "green" practices.
...

At every level of Quaker, we are committed to improving our environmental practices throughout every step of our business. Whether it's how our products are packaged and shipped or the types of cups our employees use in the breakroom, Quaker is thinking about how best to implement positive change within the world. <http://www.quakeroats.com/oats-do-more/for-your-world/oats-and-the-environment/we-are-living-change> (last visited April 26, 2016).

48. Quaker also promotes the health benefits of its products, explaining, "With the growing number of people who are overweight or obese in America, it is now more important than ever that we educate ourselves about the foods that we are eating and their nutritional content." <http://www.quakeroats.com/oats-do-more/for-your-health/healthy-eating/what-to-look-for-when-reading-food-labels> (last visited April 26, 2016).

49. Nowhere on its website does Quaker mention the presence of glyphosate in Quaker Oats.

50. Nowhere on its website does Quaker warn of the health risks of ingesting glyphosate.

51. Nowhere on its website does Quaker explain the environmental risks presented by glyphosate.

II. Quaker Oats: Presented as "100% Natural" and "Heart Healthy."

52. Quaker prominently labels its Old Fashioned Quaker Oats product as "100% Natural Whole Grain" that is "part of a heart-healthy diet." These representations appear on the front label of the product. Should any consumer seek additional information from the back of the label, Quaker lists the product's ingredients as not only "100% Natural" but also of a particular quality: "100% Natural Whole Grain Quaker Quality Rolled Oats."

53. Quaker prominently labels its Quick 1-Minute Quaker Oats product as “100% Natural Whole Grain” that is “Heart Healthy.” These representations appear on the front label of the product. Should any consumer seek additional information from the back of the label, Quaker lists the product’s ingredients as not only “100% Natural” but also of a particular quality: “100% Natural Whole Grain Quaker Quality Rolled Oats.”

54. Quaker prominently labels its Quaker Steel Cut Oats product as “Hearty 100% Natural Whole Grain Oats” that is “part of a heart healthy diet.” These representations appear on the front label of the product. Should any consumer seek additional information from the back of the label, Quaker lists the product’s ingredients as not only “100% Natural” but also of a particular quality: “100% Natural Whole Grain Quaker Quality Steel Cut Oats.”

55. Upon information and belief, Quaker has profited enormously from its fraudulently marketed products and its carefully orchestrated label and image.

56. Representing that a product is “Natural,” “100% Natural,” “100% Natural Whole Grain,” or “Healthy” is a statement of fact.

57. Failing to disclose that a product contains glyphosate and failing to warn of the dangers of ingesting glyphosate are omissions of relevant fact.

58. Quaker further enhances the image of a natural, wholesome product by marketing some Quaker Oats as “Old Fashioned,” and all Quaker Oats under a picture of a man dressed in Colonial-era attire.

59. Consumers reasonably believe that a product labeled “Natural” or “100% Natural” does not contain synthetic ingredients.

60. Consumers reasonably believe that a product labeled “Natural” or “100% Natural” does not contain pesticides.

61. In 2014, the Consumer Reports® National Research Center conducted a nationally representative phone survey to assess consumer opinion regarding food labeling. *See* <http://www.greenerchoices.org/pdf/consumerreportsfoodlabelingsurveyjune2014.pdf> (last visited Apr. 21, 2016).

62. Sixty-six percent of all respondents in the Consumer Reports survey said that a “natural” label on packaged and processed foods means that “no toxic pesticides were used.” Eighty-six percent of respondents said that a “natural” label on packaged and processed foods *should* mean that “no toxic pesticides were used.” *See Id.*

63. Consumers reasonably believe that a product labeled “100% Natural Whole Grain,” especially a product whose only ingredient is listed as “100% Natural Whole-Grain Quaker Quality Rolled Oats,” does not contain anything other than natural oats.

64. Quaker knows and intends that when consumers see labels promising that a product is “Natural,” “100% Natural,” or “100% Natural Whole Grain,” consumers will understand that to mean that, at the very least, the product does not contain synthetic ingredients or harmful chemicals.

65. Referring to its “Old Fashioned” and “Quick Oats” products, Quaker’s website states that “100% Natural” “means these products do not contain any artificial or synthetic ingredients, just oats.” *See* <https://cu.pepsico.com/quaker> (last visited April 27, 2016).

66. Consumers reasonably expect that if a product contains a harmful substance, the presence of that substance will be disclosed, and they will be warned of the dangers associated with the substance.

III. Glyphosate: The Unnatural Hidden Substance.

67. Quaker's representations that Quaker Oats are "Natural," "100% Natural," or "100% Natural Whole Grain" are false. In fact, when tested, quantitative testing revealed that Quaker Oats contain glyphosate.

68. Quaker Oats thus are not "Natural" or "100% Natural," and do not contain "100% Natural Whole Grain," and labeling them as such is misleading and deceptive.

69. Because glyphosate is a probable human carcinogen, Quaker Oats thus are not "Healthy" or "Heart-Healthy." Moreover, despite Quaker's "Heart-Healthy" claims, the presence of glyphosate in Quaker Oats reduces the level of beta glucan, a soluble fiber linked to improvements in cholesterol levels and cardiovascular health. Under U.S. Food and Drug Administration regulations, the permissibility of a manufacturer's "heart healthy" claims depends, in part, on the level of soluble fibers such as beta glucan in a product.²

70. Quaker thus has a duty to disclose the presence of glyphosate and to warn of the dangers associated with glyphosate.

71. On information and belief, glyphosate is, by volume, the world's most widely produced herbicide.

72. In 2015, the International Agency for Research on Cancer ("IARC"), a research arm of the World Health Organization, declared glyphosate a category 2A "probable" human carcinogen. A summary of the study underlying this declaration was published in *The Lancet*

² See

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm064919.htm> (last visited April 26, 2016).³ Available at <http://www.thelancet.com/journals/lanonc/article/PIIS1470-2045%2815%2970134-8/abstract> (last visited April 26, 2016).

Oncology, Vol. 16, No. 5 (May 2015).³ The IARC study noted such carcinogenic risk factors as DNA damage to human cells resulting from exposure to glyphosate. *See id.* Glyphosate has been previously found to be a suspected human endocrine disruptor, with estrogenic effects even at extremely low concentrations.⁴

73. Glyphosate, as a biocide, functions by disrupting the shikimate pathway.⁵ Although humans themselves do not have a shikimate pathway, the shikimate pathway is present in bacteria, including bacteria that inhabit the human gut and are essential to proper immune functioning. Glyphosate thus is suspected to disrupt human immune function as well.

74. Studies examining low doses of glyphosate-based herbicides at levels that are generally considered “safe” for humans show that these compounds can nevertheless cause liver and kidney damage.⁶

75. Glyphosate is derived from the amino acid glycine. To create glyphosate, one of the

³ Available at <http://www.thelancet.com/journals/lanonc/article/PIIS1470-2045%2815%2970134-8/abstract> (last visited April 26, 2016).

⁴ See Thongprakaisang, S. *et al.*, “Glyphosate induces human breast cancer cells growth via estrogen receptors,” 59 *Food & Chem. Toxicol.* 129 (June 2013), *abstract available at* <http://www.ncbi.nlm.nih.gov/pubmed/23756170> (last visited April 26, 2016); *see also, e.g.*, Gasnier, C. *et al.*, “Glyphosate-based herbicides are toxic and endocrine disruptors in human cell lines,” 262(3) *Toxicology* 184 (Aug. 21, 2009), *abstract available at* <http://www.ncbi.nlm.nih.gov/pubmed/19539684> (last visited April 26, 2016).

⁵ *See, e.g.*, Heike, H. & N. Amrhein, “The Site of the Inhibition of the Shikimate Pathway by Glyphosate,” *Plant Physiol.* 66:823 (1980), *available at* <http://www.plantphysiol.org/content/66/5/823.full.pdf> (last visited April 26, 2016); *see also* <http://www.glyphosate.eu/glyphosate-mechanism-action> (last visited April 26, 2016).

⁶ Myers, J. *et al.*, “Concerns over use of glyphosate-based herbicides and risks associated with exposures: a consensus statement.” *See also* Seralini G.E., *et al.*, “Republished study: long-term toxicity of a Roundup herbicide and a Roundup-tolerant genetically modified maize,” *Environ. Sci. Europe* 2014;26:14, *available at* <http://enveurope.springeropen.com/articles/10.1186/s12302-014-0014-5> (last visited April 20, 2016); Benedetti A.L., “The effects of sub-chronic exposure of Wistar rats to the herbicide Glyphosate-Biocarb,” *Toxicol. Lett.* 2004;153(2):227–232, *available at* <http://www.ncbi.nlm.nih.gov/pubmed/15451553> (last visited April 20, 2016); Larsen K. *et al.*, “Effects of Sublethal Exposure to a Glyphosate-Based Herbicide Formulation on Metabolic Activities of Different Xenobiotic-Metabolizing Enzymes in Rats,” *Int. J. Toxicol.* 2014, *available at* <http://www.ncbi.nlm.nih.gov/pubmed/24985121> (last visited April 20, 2016); Mesnage R. *et al.*, “Transcriptome profile analysis reflects rat liver and kidney damage following chronic ultra-low dose Roundup exposure,” *Environ. Health* 2015;14:70, *available at* <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC4549093/> (last visited April 20, 2016).

hydrogen atoms in glycine is artificially replaced with a phosphonomethyl group.

76. Glyphosate is not “Natural.”

77. Glyphosate is neither “100% Natural” nor present in “100% Natural Whole Grain.”

78. On information and belief, glyphosate is used to increase oat harvest for commercial purposes; is not necessary to successful planting, growing, or harvesting of oats; is not a “natural” method of growing or harvesting oats; is applied to oats as a drying agent shortly before harvest; and is applied for commercial purposes only.

79. Glyphosate is a dangerous substance, the presence and dangers of which should be disclosed.

IV. Quaker’s Misleading Labeling and Omissions.

80. Quaker’s conduct in labeling Quaker Oats “Natural,” “100% Natural,” and “100% Natural Whole Grain” deceived and/or was likely to deceive the public. Consumers were deceived into believing that the listed ingredients were all the ingredients, and that the product was “Natural” and “100% Natural,” and that nothing in Quaker Oats was not “Natural.” Instead, Quaker Oats contain glyphosate, an *unnatural* biocide and probable human carcinogen, with a myriad of other potential health effects.

81. Consumers cannot discover the true nature of Quaker Oats from reading the label. Consumers could not discover the true nature of Quaker Oats even by visiting Quaker’s website, which makes no mention of glyphosate. Discovery of the true nature of the ingredients requires knowledge of chemistry and access to laboratory testing that is not available to the average reasonable consumer.

82. Quaker deceptively and misleadingly conceals material facts about Quaker Oats, namely, that Quaker Oats are not “Natural” or “100% Natural,” because in fact they contain glyphosate; and that Quaker Oats are not what a reasonable consumer would consider “Natural” or “100% Natural,” because in fact they contain glyphosate.

83. Quaker fails to warn consumers of the dangers of consuming glyphosate.

84. Plaintiff and Putative Class Members are not at fault for failing to discover Quaker’s wrongs earlier, and had no actual or presumptive knowledge of facts sufficient to put them on inquiry notice.

85. The production process Quaker uses for Quaker Oats is known only to Quaker and its suppliers. Quaker has not disclosed such information to Plaintiff or the Class members. Testing reveals the presence of glyphosate in Quaker Oats, but only Quaker knows the methods by which its oats are grown, harvested, and processed, or what would account for the presence of glyphosate in Quaker Oats. Quaker’s concealment tolls the applicable statute of limitations.

86. To this day, Quaker continues to conceal and suppress the true nature, identity, source, and production method of Quaker Oats.

V. Quaker Knew, or Should Have Known, That Its Representations Were False.

87. Quaker holds itself out to the public as a trusted expert in the growing, harvesting, and processing of oats.

88. Quaker knew what representations it made on the labels of Quaker Oats. It also knew how the oats were grown, harvested, and processed, and that they were likely to contain glyphosate, an unnatural and dangerous herbicide.

89. Quaker thus knew all the facts demonstrating that Quaker Oats were mislabeled and falsely advertised, and that it had a duty to disclose the presence of glyphosate and to warn

consumers about the dangers associated with glyphosate.

VI. Quaker Intended for Consumers to Rely on Its Misrepresentations.

90. Quaker made the false, deceptive, and misleading representations and omissions intending for Plaintiff and Putative Class Members to rely upon these representations and omissions in purchasing Quaker Oats.

91. In making the false, misleading, and deceptive representations and omissions at issue, Quaker knew and intended that consumers would purchase the Quaker Oats when consumers would otherwise purchase a competing product.

92. Consumers are not only willing to pay more for a product that purports to be “100% Natural” – they expect that product to be pesticide-free.

93. In making the false, misleading, and deceptive representations and omissions at issue, Quaker also knew and intended that consumers would pay more for “Natural” or “100% Natural” oats that are free of unnatural agents than they would pay for oats that are not “Natural” or “100% Natural,” furthering Quaker’s private interest of increasing sales of its products and decreasing the sales of the all-natural and/or glyphosate-free products that are truthfully marketed by its competitors.

94. Quaker knows that consumers prefer “Natural” and “100% Natural” foods, and foods that do not contain dangerous or potentially dangerous chemicals. Quaker knows that consumers will pay more for “Natural” or “100% Natural” foods or would not purchase the foods at all unless they were “Natural” and/or “100% Natural” and/or free from unnatural and potentially dangerous chemicals.

95. Similarly, independent surveys confirm that consumers will purchase more “Natural” products than conventional products, and will pay more for “Natural” products.

VII. Consumers Did Reasonably Rely on Quaker's Misrepresentations.

96. Consumers frequently rely on label representations and information in making purchase decisions, especially in purchasing food.

97. When Plaintiff Jaffee and the Putative Class Members purchased Quaker Oats, they saw the false, misleading, and deceptive representations detailed above, and did not receive disclosure of the presence of glyphosate or any warning of the dangers associated with glyphosate, as detailed above.

98. These misrepresentations and omissions were uniform and were communicated to Plaintiff Jaffee and every other member of the Class at every point of purchase and consumption.

99. Plaintiff Jaffee and the Putative Class Members were among the intended recipients of Quaker's deceptive representations and omissions.

100. Plaintiff Jaffee and the Putative Class Members reasonably relied to their detriment on Quaker's misleading representations and omissions.

101. Quaker's false, misleading, and deceptive misrepresentations and omissions deceived and misled, and are likely to continue to deceive and mislead, Plaintiff Jaffee, the Class members, reasonable consumers, and the general public.

102. Quaker's misleading affirmative statements further obscured what it failed to disclose, and the warnings it failed to give. Thus, reliance upon Quaker's misleading and deceptive representations and omissions may be presumed.

103. Quaker made the deceptive representations and omissions with the intent to induce Plaintiff Jaffee and the Putative Class Members to purchase Quaker Oats. Plaintiff Jaffee's and the Class members' reliance upon such representations and omissions may be presumed.

104. Quaker's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions. Thus, Plaintiff Jaffee's and the Class members' reliance upon such representations and omissions may be presumed as a matter of law; the representations and omissions were material; and a nexus exists between Quaker's conduct, on the one hand, and Plaintiff Jaffee's and the Class members' decisions to purchase Quaker Oats at a certain price, on the other hand.

VIII. Quaker's Conduct and Plaintiff's and the Class Members' Injury.

105. As an immediate, direct, and proximate result of Quaker's false, misleading, and deceptive representations and omissions, Quaker injured Plaintiff Jaffee and the Putative Class Members in that they:

- a. paid a sum of money for a product that was falsely represented;
- b. paid a sum of money for a product containing glyphosate, of which they received no warning;
- c. paid more for a product that was falsely represented than they would have paid had the product not been falsely represented;
- d. were deprived the benefit of the bargain because the Quaker Oats they purchased were different from what Quaker warranted;
- e. were deprived the benefit of the bargain because the Quaker Oats they purchased had less value than what was represented;

- f. did not receive a product that measured up to their expectations as created by Quaker;
- g. ingested (or caused their children to ingest) a substance that was other than what was represented;
- h. ingested (or caused their children to ingest) a substance they did not expect or consent to;
- i. ingested (or caused their children to ingest) a product that included an unnatural substance;
- j. without their knowing consent, ingested (or caused their children to ingest) an herbicide that is harmful to their health or their children's health;
- k. without their knowing consent, ingested (or caused their children to ingest) a substance that is, contains, or is produced with a known or suspected toxin, carcinogen, hazardous substance;
- l. without their knowing consent, ingested (or caused their children to ingest) a substance that poses health or environmental risks;
- m. without their knowing consent, ingested (or caused their children to ingest) a substance or that is otherwise harmful to the environment and/or the farmers and other workers who utilize or process such substance;
- n. without their knowing consent, ingested (or caused their children to ingest) a substance that was of a lower quality than what Quaker promised;

- o. were denied the benefit of knowing what they ingested (or caused their children to ingest);
- p. were caused unwittingly to support an industry that contributes to environmental, ecological, or health damage;
- q. were denied the benefit of supporting an industry that sells natural products and contributes to environmental sustainability; and/or
- r. were denied the benefit of the beneficial properties of the “Natural” products promised.

106. Had Quaker not made the false, misleading, and deceptive representations and omissions, and had Quaker not failed to warn of the presence of glyphosate and dangers associated with glyphosate, Plaintiff Jaffee and the Putative Class Members would not have been injured as listed above. Accordingly, Plaintiff Jaffee and the Putative Class Members have suffered “injury in fact” as a result of Quaker’s wrongful conduct.

107. Plaintiff Jaffee and the Putative Class Members all paid money for Quaker Oats, but did not obtain the full value of the advertised products due to Quaker’s misrepresentations and omissions. Plaintiff Jaffee and the Putative Class Members purchased, purchased more of, or paid more for, Quaker Oats than they would have had they known the truth about Quaker Oats. Accordingly, Plaintiff Jaffee and the Putative Class Members have suffered “injury in fact” and lost money or property as a result of Quaker’s wrongful conduct.

IX. Quaker Benefited From Its Misleading Representations and Omissions.

108. As the intended, direct, and proximate result of Quaker’s false, misleading, and deceptive representations and omissions, Quaker has been unjustly enriched through more sales of Quaker Oats and higher profits at the expense of Plaintiff Jaffee and the

Class members. As a direct and proximate result of its deception, Quaker also unfairly obtained other benefits, including the higher value associated with a “natural” brand, redirecting sales to it and away from its competitors, and increased sales of its other products.

109. Plaintiff, and all other similarly situated consumers, did not bargain for Products that contain unnatural ingredients in exchange for their payment of the purchase price.

110. Defendant has profited by failing to warn consumers of the presence of glyphosate in the Products or of the health effects of consuming glyphosate.

111. Upon information and belief, Defendant has failed to remedy the problem with the Products, thus causing future harm to consumers. Plaintiff, Putative Class Members, and future purchasers in the consuming public, are at risk of real, immediate, and continuing harm if the Products continue to be sold as is, and without adequate warning of the presence of glyphosate and of the health effects of ingesting glyphosate.

112. Plaintiff would continue to purchase the Products again in the future if they were reformulated so that they did not contain glyphosate.

113. Defendant has failed to provide adequate relief to the Plaintiff or Putative Class Members as of the date of filing this Complaint.

114. Plaintiff contends that the Products were sold pursuant to unfair and unconscionable trade practices because the sale of the Products offends public policy and is immoral, unethical, oppressive, unscrupulous, and caused substantial economic injuries to Plaintiff and the Putative Class.

115. Reasonable consumers do not expect Products advertised as “Natural,” “100% Natural,” and “100% Natural Whole Grain” to contain unnatural ingredients such as glyphosate. Defendant’s Statements and other representations convey a series of express and implied claims

and/or omissions which Defendant knows are material to the reasonable consumer in making a purchasing decision, and which Defendant intended for consumers to rely upon when choosing to purchase the Products.

116. Defendant misrepresented the nature, quality, and/or ingredients of the Products, and/or failed to adequately disclose the health risks of ingesting the glyphosate contained in the Products, which was and is false, misleading, and/or likely to deceive reasonable consumers. Reasonable consumers expect the presence of such ingredients to be disclosed so that they can make informed purchasing decisions.

117. Therefore, the Products are valueless, and not worth the purchase price that Plaintiff and Putative Class Members paid for them, and/or are not what Plaintiff and Putative Class Members reasonably intended to receive.

118. Accordingly, Plaintiff seeks, individually and on behalf of all other similarly situated purchasers of the Products during the Class Period throughout the State of Florida, injunctive relief, and actual economic damages equaling the aggregate purchase price paid for the Products by Plaintiff and Putative Class Members during the Class Period.

119. Plaintiff also seeks declaratory relief in the form of an order declaring Defendant's conduct to be a deceptive and unfair business practice in violation of Florida's Deceptive And Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.* ("FDUTPA"), as well as injunctive and equitable relief putting an end to Defendant's misleading and unfair business practices, including clear and full disclosure of the presence of glyphosate in the Products and of the health effects of ingesting glyphosate and/or a reformulation of the Products so that they no longer contain glyphosate.

CLASS ACTION ALLEGATIONS

120. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint

121. This action is maintainable as a class action under Rules 23(b)(2) and (3) of the Federal Rules of Civil Procedure.

122. The class definition(s) may depend on the information obtained throughout discovery. Notwithstanding, at this time, Plaintiff brings this class action and seek certification of the claims and certain issues in this action on behalf of a Class of individuals defined as:

All persons who have purchased the Products in the State of Florida, for personal use, and not for resale, within any applicable limitations period until Notice is provided to the Class (the “Class Period”).

123. Excluded from the Class are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; and (2) the judge to whom this case is assigned and the judge’s staff.

124. Plaintiff brings the Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), and 23(b)(3).

125. Plaintiff reserves the right to amend the Class definition if further information and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

126. All Putative Class Members were and are similarly affected by the deceptive advertising of the Products, and the relief sought herein is for the benefit of Plaintiff and Putative Class Members.

A. Numerosity

127. Based on the annual sales of the Products and the popularity of the Products, it is readily apparent that the number of consumers in the Putative Class is so large as to make joinder impracticable, if not impossible. Putative Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

B. Common Questions of Law and Fact Predominate

128. There is a well-defined commonality in the questions of law and fact involved in this case. Questions of law and fact common to Plaintiff and Putative Class Members that predominate over questions affecting only individual members, include:

- a. Whether Defendant's practices and representations related to the marketing, labeling and sales of the Products in Florida were unfair, deceptive, fraudulent, and/or unlawful in any respect, thereby violating the FDUTPA;
- b. Whether Defendant failed to warn Plaintiff and Putative Class Members of the presence of glyphosate in the Products and/or of the health effects of ingesting glyphosate in violation of the FDUTPA with its practices and representations related to the marketing, labeling, and sale of the Products within Florida;
- c. Whether Defendant breached an express warranty created through the labeling and marketing of its falsely labeled Products;
- d. Whether Defendant's conduct as set forth above economically injured Plaintiff and the Putative Class; and

e. Whether Plaintiff and the Putative Class are entitled to injunctive relief.

C. Typicality

129. The claims asserted by Plaintiff in this action are typical of the claims of the Putative Class Members, as the claims arise from the same course of conduct by Defendant, and the relief sought within the Class is common to the Putative Class Members. Further, there are no defenses available to Defendant that are unique to Plaintiff.

D. Adequacy

130. Plaintiff will fairly and adequately represent and protect the interests of the Putative Class. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation. Plaintiff and Plaintiff's counsel will fairly and adequately protect the Putative Class's interests. Undersigned counsel has represented consumers in a wide variety of actions where they have sought to protect consumers from fraudulent and deceptive practices.

E. Declaratory and Injunctive Relief

131. Certification also is appropriate under Rule 23(b)(2) because Defendant acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate the injunctive relief sought on behalf of the Class. Further, given the large number of consumers of the Products, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

F. Predominance and Superiority of Class Action

132. The prerequisites to maintaining a class action pursuant to Federal Rule of Civil Procedure 23(b)(3) are met because questions of law and fact common to each class member

predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

133. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of the Putative Class is not practicable, and questions of law and fact common to the Putative Class predominate over any questions affecting only individual Putative Class Members. Each Putative Class member has been damaged and is entitled to recovery as a result of the violations alleged herein.

134. Moreover, because the damages suffered by individual Putative Class Members may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual Putative Class Members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

135. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF **VIOLATIONS OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT,** **FLA. STAT. §§ 501.201, ET SEQ.**

136. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

137. This cause of action is brought pursuant to the FDUTPA, Sections 501.201 to 201.213, *Florida Statutes*. The express purpose of the FDUTPA is to “protect the consuming public . . . from those who engage in unfair methods of competition, or unconscionable,

deceptive, or unfair acts or practices in the conduct of any trade or commerce.” FDUTPA § 501.202(2).

138. The sale of the Products at issue in this case constituted a “consumer transaction” within the scope of FDUTPA, Sections 501.201 to 201.213, *Florida Statutes*.

139. Section 501.204(1), *Florida Statutes* declares as unlawful “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

140. Section 501.204(2), *Florida Statutes* states that “due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a)(1) of the Trade Commission Act.” Quaker’s unfair and deceptive practices are likely to mislead—and have misled—the consumer acting reasonably under the circumstances and, therefore, violate Section 500.04, *Florida Statutes* and 21 C.F.R. § 740.1.

141. Quaker has violated the FDUTPA by engaging in the unfair and deceptive practices described above, which offend public policies and are immoral, unethical, unscrupulous, and substantially injurious to consumers. Specifically, Quaker has misrepresented the true nature, quality, and ingredients of the Products and failed to adequately warn of and disclose the presence of glyphosate in the Products and/or the health effects of ingesting glyphosate, thereby disseminating representations or omissions that are false, deceptive, and likely to mislead a reasonable consumer, such as Plaintiff and Putative Class Members.

142. Simply put, Quaker misrepresented and/or omitted facts about the presence of glyphosate in the Products and the health effects of ingesting glyphosate, which were and are material to Plaintiff’s and Putative Class Members’ decisions to purchase the Products.

143. Quaker's sale of the Products is an unfair method of competition, unconscionable act and practice, and an unfair and deceptive act and practice in the conduct of its business.

144. As a result of Quaker's deceptive and unfair acts, Plaintiff and Putative Class Members have been damaged in the amount of the aggregate retail sales of the Products throughout the Class Period.

145. Quaker's conduct offends established public policy, and is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

146. Quaker should also be ordered to cease and/or continue ceasing its deceptive and unfair advertising, and should be made to engage in a corrective advertising campaign, to inform consumers of the presence of glyphosate in the Products and the health effects of ingesting glyphosate.

SECOND CLAIM FOR RELIEF
NEGLIGENT MISREPRESENTATION

147. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

148. Throughout the Class Period, Quaker made incorrect representations and/or omissions of fact regarding the Products.

149. Quaker advertised, labeled, packaged, marketed, distributed, and sold the Products, without adequately warning Plaintiff and Putative Class Members of the presence of glyphosate in the Products and/or the health effects of ingesting glyphosate on media such as on the Products' packaging and labeling. Further, Quaker represents that the Products are "Natural," "100% Natural," and "100% Natural Whole Grain" despite the presence of glyphosate, a synthetic biocide.

150. Quaker was negligent in making the misrepresentations and/or omissions at issue because they knew, or should have known, that the Products contain glyphosate.

151. Plaintiff and Putative Class Members relied on Quaker's misrepresentations and/or omissions in purchasing the Products they believed did not synthetic or unnatural ingredients, or anything other than "100% Natural Whole Grain."

152. The factual misrepresentations and/or omissions committed by Quaker were material to Plaintiff and Putative Class Members in making their purchases of the Products.

153. Plaintiff and other Putative Class Members relied upon the incorrect representations and/or omissions made about the Products to their detriment, in that Plaintiff and other Putative Class Members paid the purchase price for the Products based upon the incorrect representations and/or omissions, and had Plaintiff and other Putative Class Members known the truth about the Products, they would not have purchased the Products.

THIRD CLAIM FOR RELIEF
BREACH OF EXPRESS WARRANTY

154. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

155. Quaker provided Plaintiff Jaffee and other members of the Class with written express warranties including, but not limited to, warranties that Quaker Oats were "Natural," "100% Natural," and "100% Natural Whole Grain."

156. These affirmations of fact or promises by Quaker relate to the goods and became part of the basis of the bargain.

157. Plaintiff Jaffee and members of the Class purchased Quaker Oats believing them to conform to the express warranties.

158. Quaker breached these warranties. This breach resulted in damages to Plaintiff Jaffee and other members of the Class, who bought Quaker Oats but did not receive the goods as warranted.

159. As a proximate result of the breach of warranties by Quaker, Plaintiff Jaffee and the other members of the Class did not receive goods as warranted. Plaintiff Jaffee and the members of the Class therefore have been injured and have suffered damages in an amount to be proven at trial. Among other things, Plaintiff and members of the Class did not receive the benefit of the bargain and have suffered other injuries as detailed above. Moreover, had Plaintiff Jaffee and the Class Members known the true facts, they would not have purchased Quaker Oats, or would have purchased Quaker Oats on different terms.

FOURTH CLAIM FOR RELIEF
UNJUST ENRICHMENT

160. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim. This cause of action is brought in the alternative to contract or warranty-based causes of action.

161. As a result of Quaker's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of Quaker Oats, Quaker was enriched at the expense of Plaintiff Jaffee and the other members of the Class through the payment of the purchase price, or for the payment of a price higher than otherwise would have been paid, for Quaker Oats.

162. As a result of Quaker's failure to warn about the presence of glyphosate and about the dangers associated with glyphosate, Quaker was enriched at the expense of Plaintiff Jaffee and the other members of the Class through the payment of the purchase price, or for the payment of a price higher than otherwise would have been paid, for Quaker Oats.

163. Under the circumstances, it would be against equity and good conscience to permit Quaker to retain the ill-gotten benefits that it received from Plaintiff Jaffee and the other members of the Class, in light of the fact that the Quaker Oats purchased by Plaintiff Jaffee and the other members of the Class were not what Quaker purported them to be. Thus, it would be unjust or inequitable for Quaker to retain the benefit without restitution to Plaintiff Jaffee and the other members of the Class for the monies paid to Quaker for Quaker Oats.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Putative Class, prays for relief as follows:

- A. Certification of the Class proposed herein under Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3); appointment of Plaintiff Jaffee as representative of the Class and appointment of her undersigned counsel as counsel for the Class;
- B. A declaration that Defendant is financially responsible for notifying members of the Class of the pendency of this suit;
- C. For an order declaring Defendant's conduct to be in violation of applicable law and enjoining Defendant from pursuing the unlawful acts and practices alleged herein by adequately disclosing the presence of glyphosate in the Products and of the health effects of ingesting glyphosate;
- D. An order requiring an accounting for, and imposition of a constructive trust upon, all monies received by Defendant as a result of the unfair, misleading, fraudulent, and unlawful conduct alleged herein;
- E. For an order requiring Defendant to pay full restitution to Plaintiff and all Class Members;

- F. For an order requiring Defendant to engage in a corrective advertising campaign to inform the public concerning the true nature of Quaker Oats, including a recall of the products;
- G. For an order requiring Defendant to disgorge all ill-gotten gains flowing from the conduct alleged in this Complaint;
- H. For an award of all damages and penalties authorized by law;
- I. For an order awarding reasonable attorneys' fees and the costs;
- J. For an award of pre- and post-judgment interest on any amounts awarded; and
- K. For such other and further relief as may be deemed just, necessary or proper.

JURY DEMAND

Plaintiff hereby demands a jury trial on all issues so triable.

Dated: May 3, 2016

Respectfully submitted,

/s/ James L. Kauffman

James L. Kauffman (Fla. Bar. No. 12915)

Marc R. Weintraub (Fla. Bar No. 119976)

BAILEY & GLASSER, LLP

360 Central Avenue, Suite 1500

St. Petersburg, Florida 33701

Telephone: (727) 894-6745

Facsimile: (727) 894-2649

Email: jkauffman@baileyglasser.com

E-mail: mweintraub@baileyglasser.com

Kim E. Richman

The Richman Law Group

kritchman@richmanlawgroup.com

81 Prospect Street

Brooklyn, NY 11201

Telephone: (212) 687-8291

Facsimile: (212) 687-8292

Beth E. Terrell
Email: btenell@terrellmarshall.com
TERRELL MARSHALL LAW GROUP PLLC
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

*Attorneys for Plaintiff Jaffee and
the Proposed Class*

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.)

I. (a) PLAINTIFFS

Robyn Jaffee, on behalf of herself and all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number) James L. Kauffman, Marc R. Weintraub, Bailey & Glasser LLP, 360 Central Avenue, Ste. 1500, St. Petersburg, FL (727) 894-6745

DEFENDANTS

The Quaker Oats Company,

County of Residence of First Listed Defendant Cook County, IL (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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Labor, etc.

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, 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): FDUTPA, Sections 501.201 to 201.213, Florida Statutes

Brief description of cause: Violations of Florida's Deceptive and Unfair Trade Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/03/2016 SIGNATURE OF ATTORNEY OF RECORD /s/James L. Kauffman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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.Cv.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; **NOTE: 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 clerk(s) 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 six 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.
- 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 actual dollar amount 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.