

1 PACIFIC TRIAL ATTORNEYS
A Professional Corporation
2 Scott J. Ferrell, Bar No. 202091
sferrell@pacifictrialattorneys.com
3 4100 Newport Place Drive, Ste. 800
Newport Beach, CA 92660
4 Tel: (949) 706-6464
Fax: (949) 706-6469
5

Attorneys for Plaintiff
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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 DALLAS POTTISH, individually and on
behalf of all others similarly situated,
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Plaintiff,
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v.
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PLANTAIN PRODUCTS COMPANY, a
Florida corporation; and DOES 1 through
10, inclusive,
15

Defendants.
16
17

Case No.

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

JURY TRIAL DEMAND

INTRODUCTION

1
2 1. The average consumer spends a mere 13 seconds making an in-store
3 purchasing decision, or between 10 to 19 seconds for an online purchase.¹ That
4 decision is heavily dependent on a product's packaging, and particularly the package
5 dimensions: "Most of our studies show that 75 to 80 percent of consumers don't even
6 bother to look at any label information, no less the net weight Faced with a large
7 box and a smaller box, both with the same amount of product inside . . . consumers are
8 apt to choose the larger box because they think it's a better value."² This lawsuit
9 charges Defendant with intentionally packaging its Chifles Plantain Chips products in
10 opaque containers that contain approximately 40% empty space. Consumers, in
11 reliance on the size of the containers, purchased the Chifles Plantain Chips products,
12 which they would not have purchased had they known that the containers were
13 substantially empty.

14 2. Dallas Pottish ("Plaintiff"), individually and on behalf of all others
15 similarly situated, brings this Class Action Complaint for damages, injunctive relief,
16 and any other available legal or equitable remedies, resulting from the unlawful and
17 deceptive actions of Plantain Products Company ("Defendant") with respect to the
18 packaging of its Chifles Plantain Chips products. Plaintiff alleges as follows upon
19 personal knowledge as to herself and her own acts and experiences, and, as to all other
20 matters, upon information and belief, including investigation conducted by her
21 attorneys.

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23
24 ¹ [http://www.nielsen.com/us/en/insights/news/2015/make-the-most-of-yourbrands-
25 20-second-windowdown.html](http://www.nielsen.com/us/en/insights/news/2015/make-the-most-of-yourbrands-20-second-windowdown.html) (citing the Ehrenberg-Bass Institute of Marketing Science's
26 report "Shopping Takes Only Seconds...In-Store and Online").

27 ²[http://www.consumerreports.org/cro/magazinearchive/2010/january/shopping/pro
28 duct-packaging/overview/product-packaging-ov.htm](http://www.consumerreports.org/cro/magazinearchive/2010/january/shopping/product-packaging/overview/product-packaging-ov.htm) (quoting Brian Wansink,
professor and director of the Cornell Food and Brand Lab, who studies shopping
behavior of consumers).

1 and sold the Chifles Plantain Chips products at issue in this action in this judicial
2 district, and it conducts business within this judicial district.

3 **PARTIES**

4 9. Plaintiff Dallas Pottish is a citizen of the State of California and resides in
5 Costa Mesa, California. Plaintiff purchased a Chifles Plantain Chips Lime product for
6 personal consumption during the last four years in Costa Mesa, California. Plaintiff
7 purchased the Product in reliance on Defendant's packaging in containers made, formed
8 or filled as to be misleading and containing non-functional slack-fill. Had Plaintiff
9 known the truth about Defendant's misrepresentations, she would not have purchased
10 the Chifles Plantain Chips Lime product.

11 10. Plaintiff is informed and believes, and upon such information and belief
12 alleges, that Defendant Plantain Products Company is a Florida corporation with its
13 principal place of business located in Opa-Locka, Florida. Plaintiff is informed and
14 believes, and upon such information and belief alleges, that Defendant, at all times
15 relevant, conducted business in the State of California and within the Central District of
16 California.

17 11. The true names and capacities of the Defendants sued herein as DOES 1
18 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such
19 Defendants by fictitious names. Each of the Defendants designated herein as a DOE is
20 legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of
21 Court to amend this Complaint to reflect the true names and capacities of the DOE
22 Defendants when such identities become known.

23 12. At all relevant times, each and every Defendant was acting as an agent
24 and/or employee of each of the other Defendants and was acting within the course
25 and/or scope of said agency and/or employment with the full knowledge and consent of
26 each of the Defendants. Each of the acts and/or omissions complained of herein were
27 alleged and made known to, and ratified by, each of the other Defendants (Plantain
28

1 Products Company and DOE Defendants will hereafter collectively be referred to as
2 “Defendant”).

3 **FACTUAL ALLEGATIONS**

4 **California Law Prohibits Non-functional Slack-Fill**

5 13. Many federal and state consumer protection and labeling laws prohibit
6 deceptive packaging and labeling of products and commodities. In California, the Fair
7 Packaging and Labeling Act (“CFPLA”) “is designed to protect purchasers of any
8 commodity within its provisions against deception or misrepresentation. Packages and
9 their labels should enable consumers to obtain accurate information as to the quantity of
10 the contents and should facilitate value comparisons.” (California Business &
11 Professions Code § 12601.)

12 14. In this context, the CFPLA provides: “No food containers shall be made,
13 formed, or filled as to be misleading.” (California Business & Professions Code §
14 12606.2(b).) “A container that does not allow the consumer to fully view its contents
15 shall be considered to be filled as to be misleading if it contains nonfunctional slack
16 fill.” (California Business & Professions Code § 12606.2(c).) Section 12606.2(c)
17 defines “slack fill” as “the difference between the actual capacity of a container and the
18 volume of product contained therein.” Similarly, section 12606.2(c) defines
19 “nonfunctional slack fill” as “the empty space in a package that is filled to substantially
20 less than its capacity for reasons other than any one or more of the following:

21 (1) Protection of the contents of the package.

22 (2) The requirements of machines used for enclosing the contents of the package.

23 (3) Unavoidable product settling during shipping and handling.

24 (4) The need for the package to perform a specific function, such as where packaging
25 plays a role in the preparation or consumption of a food, if that function is inherent to
26 the nature of the food and is clearly communicated to consumers.

27 (5) The fact that the product consists of a food packaged in a reusable container where
28 the container is part of the presentation of the food and has value that is both significant

1 in proportion to the value of the product and independent of its function to hold the
2 food, such as a gift product consisting of a food or foods combined with a container that
3 is intended for further use after the food is consumed or durable commemorative or
4 promotional packages.

5 (6) Inability to increase the level of fill or to further reduce the size of the package, such
6 as where some minimum package size is necessary to accommodate required food
7 labeling exclusive of any vignettes or other nonmandatory designs or label information,
8 discourage pilfering, facilitate handling, or accommodate tamper-resistant devices.”
9 (California Business & Professions Code § 12606.2(c)(1)-(6).)

10 15. None of the above safe-harbor provisions applies to the Chifles Plantain
11 Chips products. Defendant intentionally incorporated non-functional slack-fill in its
12 packaging of the Chifles Plantain Chips products in order to mislead consumers,
13 including Plaintiff and Members of the Class.

14 **Defendant’s Products Contain Non Functional Slack-Fill**

15 16. Defendant’s Chifles Plantain Chips products are sold in non-transparent
16 containers. The containers have significant slack-fill, as described below.

17 17. Nearly 40% of the interior of the Chifles Plantain Chips product
18 containers, which concern the Chifles Plantain Chips Lime product purchased by
19 Plaintiff, is comprised of empty space, or non-functional slack fill.

20 **[Attach photos showing nearly empty interior of the product, and front and back**
21 **of the product]**

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1 18. Judging from the sizes of the container, a reasonable consumer would
2 expect them to be substantially filled with product. Consumers are misled into believing
3 that they are purchasing substantially more Chifles Plantain Chips product than they
4 receive.

5 19. There is no functional reason for including so much slack-fill in the
6 Chifles Plantain Chips products.

7 20. Plaintiff is informed and believes, and upon such information and belief
8 alleges, that consumers have relied upon, and are continuing to rely upon, the size of
9 the Chifles Plantain Chips product containers as the basis for making purchasing
10 decisions. Consumers believe that the Chifles Plantain Chips product containers are
11 substantially full because they cannot see the actual contents within the nontransparent
12 container.

13 21. Plaintiff is informed and believes, and upon such information and belief
14 alleges, that Defendant is selling and will continue to sell the Chifles Plantain Chips
15 products using these blatantly deceptive and misleading slack-filled containers.

16 22. Defendant's packaging and advertising of the Chifles Plantain Chips Lime
17 products violate the CFPLA, as set forth above.

18 **Plaintiff Relied on Defendant's Misleading and Deceptive Conduct and Was**
19 **Injured as a Result**

20 23. The types of misrepresentations made, as described herein, were
21 considered by Plaintiff and Class Members (as would be considered by a reasonable
22 consumer) when deciding to purchase the Chifles Plantain Chips products. Reasonable
23 consumers, including Plaintiff and Class Members, attached importance to whether
24 Defendant's Chifles Plantain Chips products were misbranded, i.e., not legally salable,
25 or capable of legal possession, and/or contain non-functional slack-fill.

26 24. Plaintiff and the Class Members did not know, and had no reason to know,
27 that the Chifles Plantain Chips products contained non-functional slack-fill.
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1 25. Defendant's product packaging was a material factor in Plaintiff's and the
2 Class Members' decisions to purchase the Chifles Plantain Chips products. Based on
3 Defendant's product packaging, Plaintiff and the Class Members believed that they
4 were getting more Chifles Plantain Chips product than was actually being sold. Had
5 Plaintiff known Defendant's packaging was slack-filled, she would not have bought the
6 slack-filled Chifles Plantain Chips Lime product.

7 26. Plaintiff and the Class Members paid the full price of the Chifles Plantain
8 Chips products and received less Chifles Plantain Chips product than they expected due
9 to the non-functional slack-fill in the Chifles Plantain Chips products.

10 27. There is no practical reason for the non-functional slack-fill used to
11 package the Chifles Plantain Chips products other than to mislead consumers as to the
12 actual volume of the Chifles Plantain Chips products being purchased by consumers.

13 28. As a result of Defendant's misrepresentations, Plaintiff and thousands of
14 others throughout California purchased the Products. Plaintiff and the Class (defined
15 below) have been damaged by Defendant's deceptive and unfair conduct.

16 CLASS ACTION ALLEGATIONS

17 29. Plaintiff brings this action as a class action pursuant to Rule 23 of the
18 Federal Rules of Civil Procedure on behalf of herself and the following class
19 (collectively, the "Class" or "Classes"), defined as:

20 **All California residents who made retail purchases of Chifles Plantain Chips**
21 **products in with non-functional slack-fill, as defined by California Business**
22 **& Professions Code § 12606.2, during the applicable limitations period up to**
23 **and including final judgment in this action.**

24 30. The proposed Class excludes current and former officers and directors of
25 Defendant, Members of the immediate families of the officers and directors of
26 Defendant, Defendant's legal representatives, heirs, successors, assigns, and any entity
27 in which it has or has had a controlling interest, and the judicial officer to whom this
28 lawsuit is assigned.

1 31. Plaintiff reserves the right to revise the Class definition based on facts
2 learned in the course of litigating this matter.

3 32. The Chifles Plantain Chips products sold by Defendant suffer from
4 virtually the same misleading product labeling and nonfunctional slack-fill.

5 33. Numerosity: This action has been brought and may properly be maintained
6 as a class action against Defendant under Rules 23(b)(1)(B) and 23(b)(3) of the Federal
7 Rules of Civil Procedure. While the exact number and identities of other Class
8 Members are unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 there are hundreds of thousands of Members in the Class. Based on sales of the Chifles
10 Plantain Chips products it is estimated that the Class is composed of more than 10,000
11 persons. Furthermore, even if subclasses need to be created for these consumers, it is
12 estimated that each subclass would have thousands of Members. The Members of the
13 Class are so numerous that joinder of all Members is impracticable and the disposition
14 of their claims in a class action rather than in individual actions will benefit the parties
15 and the courts.

16 34. Typicality: Plaintiff's claims are typical of the claims of the Members of
17 the Class as all Members of the Class are similarly affected by Defendant's wrongful
18 conduct, as detailed herein.

19 35. Adequacy: Plaintiff will fairly and adequately protect the interests of the
20 Members of the Class in that she has no interests antagonistic to those of the other
21 Members of the Class. Plaintiff has retained experienced and competent counsel.

22 36. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this controversy. Since the damages sustained by
24 individual Class Members may be relatively small, the expense and burden of
25 individual litigation makes it impracticable for the Members of the Class to individually
26 seek redress for the wrongful conduct alleged herein. Furthermore, the adjudication of
27 this controversy through a class action will avoid the potentially inconsistent and
28 conflicting adjudications of the claims asserted herein. There will be no difficulty in the

1 management of this action as a class action. If Class treatment of these claims were not
2 available, Defendant would likely unfairly receive thousands of dollars or more in
3 improper revenue.

4 37. Common Questions Predominate: Common questions of law and fact exist
5 as to all Members of the Class and predominate over any questions solely affecting
6 individual Members of the Class. Among the common questions of law and fact
7 applicable to the Class are:

8 i. Whether Defendant labeled, packaged, marketed, advertised and/or
9 sold Chifles Plantain Chips products to Plaintiff, and those similarly situated,
10 using false, misleading and/or deceptive packaging and labeling;

11 ii. Whether Defendant's actions constitute violations of the CFPLA,
12 California Business & Professions Code § 12606.2;

13 iii. Whether Defendant omitted and/or misrepresented material facts in
14 connection with the labeling, packaging, marketing, advertising and/or sale of its
15 Chifles Plantain Chips products;

16 iv. Whether Defendant's labeling, packaging, marketing, advertising
17 and/or selling of Chifles Plantain Chips products constituted an unfair, unlawful
18 or fraudulent practice;

19 v. Whether Defendant's packaging of the Chifles Plantain Chips
20 products constituted nonfunctional slack-fill;

21 vi. Whether, and to what extent, injunctive relief should be imposed on
22 Defendant to prevent such conduct in the future;

23 vii. Whether the Members of the Class have sustained damages as a
24 result of Defendant's wrongful conduct;

25 viii. The appropriate measure of damages and/or other relief; and

26 ix. Whether Defendant should be enjoined from continuing its unlawful
27 practices.

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1 38. The class is readily definable, and prosecution of this action as a Class
2 action will reduce the possibility of repetitious litigation. Plaintiff knows of no
3 difficulty which will be encountered in the management of this litigation which would
4 preclude her maintenance of this matter as a Class action.

5 39. The prerequisites to maintaining a class action for injunctive relief or
6 equitable relief pursuant to Rule 23(b)(2) are met, as Defendant has acted or refused to
7 act on grounds generally applicable to the Class, thereby making appropriate final
8 injunctive or equitable relief with respect to the Class as a whole.

9 40. The prerequisites to maintaining a class action for injunctive relief or
10 equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common
11 to the Class predominate over any questions affecting only individual Members; and a
12 class action is superior to other available methods for fairly and efficiently adjudicating
13 the controversy.

14 41. The prosecution of separate actions by Members of the Class would create
15 a risk of establishing inconsistent rulings and/or incompatible standards of conduct for
16 Defendant. Additionally, individual actions may be dispositive of the interest of all
17 Members of the Class, although certain Class Members are not parties to such actions.

18 42. Defendant's conduct is generally applicable to the Class as a whole and
19 Plaintiff seeks, inter alia, equitable remedies with respect to the Class as a whole. As
20 such, Defendant's systematic policies and practices make declaratory relief with respect
21 to the Class as a whole appropriate.

22 **CAUSE OF ACTION**

23 **VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT,**

24 **Cal. Civ. Code § 1750, et seq.**

25 43. Plaintiff realleges and incorporates herein by reference the allegations
26 contained in all preceding paragraphs, and further alleges as follows:
27
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1 44. Plaintiff brings this claim individually and on behalf of the Class for
2 Defendant's violations of California's Consumer Legal Remedies Act ("CLRA"), Cal.
3 Civ. Code 1761(d).

4 45. Plaintiff and the Class Members are consumers who purchased the Chifles
5 Plantain Chips products for personal, family or household purposes. Plaintiff and the
6 Class Members are "consumers" as that term is defined by the CLRA in Cal. Civ. Code
7 § 1761(d). Plaintiff and the Class Members are not sophisticated experts with
8 independent knowledge of corporate branding, labeling and packaging practices.

9 46. The Chifles Plantain Chips products that Plaintiff and other Class
10 Members purchased from Defendant were "goods" within the meaning of Cal. Civ.
11 Code § 1761(a).

12 47. Defendant's actions, representations, and conduct have violated, and
13 continue to violate the CLRA, because they extend to transactions that intended to
14 result, or which have resulted in, the sale of goods to consumers.

15 48. Defendant violated California law because the Chifles Plantain Chips
16 products are packaged in containers made, formed or filled as to be misleading and
17 which contain non-functional slack-fill, and because they are intentionally packaged to
18 prevent the consumer from being able to fully see their contents.

19 49. California's Consumers Legal Remedies Act, Cal. Civ. Code § 1770(a)(5),
20 prohibits "Misrepresenting that goods or services have sponsorship, approval,
21 characteristics, ingredients, uses, benefits, or quantities which they do not have or that a
22 person has a sponsorship, approval, status, affiliation, or connection which he or she
23 does not have." By engaging in the conduct set forth herein, Defendant violated and
24 continues to violate Section 1770(a)(5) of the CLRA, because Defendant's conduct
25 constitutes unfair methods of competition and unfair or fraudulent acts or practices, in
26 that it misrepresents that the Chifles Plantain Chips products have quantities they do not
27 have.

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1 50. Cal. Civ. Code § 1770(a)(9) further prohibits “[a]dvertising goods or
2 services with intent not to sell them as advertised.” By engaging in the conduct set
3 forth herein, Defendant violated and continues to violate Section 1770(a)(9), because
4 Defendant’s conduct constitutes unfair methods of competition and unfair or fraudulent
5 acts or practices, in that it advertises goods as containing more product than they in fact
6 contain.

7 51. Plaintiff and the Class Members are not sophisticated experts about
8 corporate branding, labeling and packaging practices. Plaintiff and the Class acted
9 reasonably when they purchased the Chifles Plantain Chips products based on their
10 belief that Defendant’s representations were true and lawful.

11 52. Given the materiality of Defendant’s misrepresentations, Plaintiff and the
12 Class Members are entitled to a presumption of reliance.

13 53. Plaintiff and the Class suffered injuries caused by Defendant because (a)
14 they would not have purchased the Chifles Plantain Chips products on the same terms
15 absent Defendant’s illegal and misleading conduct as set forth herein; (b) they
16 purchased the Chifles Plantain Chips products due to Defendant’s misrepresentations
17 and deceptive packaging in containers made, formed or filled as to be misleading and
18 containing non-functional slack-fill; and (c) the Chifles Plantain Chips products did not
19 have the quantities as promised.

20 54. On or about April 17, 2018, prior to filing this action, Plaintiff sent a
21 CLRA notice letter to Defendant which complies with California Civil Code 1782(a).
22 Plaintiff sent Plantain Products Co., individually and on behalf of the proposed Class, a
23 letter via Certified Mail, advising Defendant that it is in violation of the CLRA and
24 demanding that it cease and desist from such violations and make full restitution by
25 refunding the monies received therefrom. A true and correct copy of the letter is
26 attached hereto as Exhibit 1.

27 55. Wherefore, Plaintiff seeks injunctive relief for these violations of the
28 CLRA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against Defendant as follows:

(A) For an Order certifying the Class pursuant to Federal Rule of Civil Procedure 23, appointing Plaintiff as class representatives, and designating Plaintiff’s counsel as counsel for the Class;

(B) For an Order declaring that Defendant’s conduct violated the CLRA, Cal. Civ. Code § 1750, et seq.;

(C) For injunctive relief as pleaded or as the Court may deem proper;

(D) For an order of restitution and all other forms of equitable monetary relief, as pleaded;

(E) For compensatory damages in amounts to be determined by the Court and/or jury;

(F) For punitive damages;

(G) For prejudgment interest on all amounts awarded;

(H) For an Order awarding Plaintiff and the Class their reasonable attorneys’ fees and expenses and costs of suit as pleaded pursuant to, *inter alia*, Cal. Civ. Code § 1780(e) and Cal. Civ. Proc. Code § 1021.5; and

(I) For such other and further relief as the Court deems just and proper.

Date: May 24, 2018

Respectfully submitted,

PACIFIC TRIAL ATTORNEYS
A Professional Corporation

By: /s/Scott J. Ferrell
Scott J. Ferrell
Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY

Plaintiff, individually and on behalf of all others similarly situated, hereby demands a jury trial on all claims so triable.

Date: May 24, 2018

Respectfully submitted,

PACIFIC TRIAL ATTORNEYS
A Professional Corporation

By: /s/Scott J. Ferrell
Scott J. Ferrell

Attorneys for Plaintiff

EXHIBIT 1



April 17, 2018

SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Plantain Products Co.
5821 E. Causeway Blvd.
Tampa, FL 33619
Attention: Legal Department

Re: Violations of California Civil Code § 1782 et seq.

Ladies and Gentlemen:

This law firm has been retained to prosecute a class action lawsuit against you for violation of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.* (“CLRA”). As relevant here, the CLRA prohibits unfair and unlawful methods of competition and unfair business practices. This includes packaging products in containers containing non-functional slack-fill or empty space.

As shown below, you have packaged your products in containers containing non-functional slack-fill or empty space. This amounts to a clear, ongoing, and unequivocal violation of the CLRA. Accordingly, you are liable to my client and to the putative class for substantial monetary damages. This letter serves as notice and demand for corrective action within thirty (30) days as further described below.

1. My Client Purchased A Product Containing Non-Functional Slack-Fill.

My client recently purchased your Chifles Plantain Chips Lime Flavor (Limon) product in an opaque container. Upon opening the container, my client learned that the container contained significant empty space or “slack-fill”; indeed, the container was over forty percent (40%) empty.¹ It appears that you have intentionally packaged this product in non-transparent containers with non-functional slack fill; this allows you to increase sales, charge a premium price, and unfairly capture market share.

¹ Upon reasonable request, we will provide you with photographic evidence of the disparity.

Plantain Products Co.
April 17, 2018
Page 2



2. My Client and Each Class Member Are Entitled to Statutory Minimum Damages of \$1,000.00 Per Violation From You.

“The CLRA allows for restitutionary and injunctive relief, as well as compensatory and punitive damages and attorney fees.” *Broberg v. Guardian Life Ins. Co. of Am.*, 171 Cal. App. 4th 912, 923–924, 90 Cal. Rptr. 3d 225 (2009). Under the CLRA, “in no case shall the total award of damages in a class action be less than one thousand dollars (\$1,000).” Cal. Civ. Code § 1780(a)(1). Thus, if you are found liable for violations of the CLRA, at a minimum, the class would be entitled to damages of \$1,000 for each violation. *See Pickman v. American Exp. Co.*, No. C 11-05326 WHA, 2012 WL 258842, at *2 (N.D. Cal. Jan. 27, 2012).

3. Conclusion

We respectfully request on behalf of our client and the class that you (1) cease and desist from continued sale any products containing non-functional slack-fill; (2) initiate corrective action; and (3) refund the purchase price of all products. If you decline we intend to file a class action lawsuit upon expiration of the aforesaid thirty (30) day period. If you believe that any of the assertions in this letter are inaccurate or would like to discuss a confidential pre-filing resolution of this case, I urge you to retain counsel to contact David Reid of this office to discuss the matter.

Sincerely,

A handwritten signature in black ink that reads 'Scott J. Ferrell'. The signature is written in a cursive style with a large, looped 'S' and 'F'.

Scott J. Ferrell, Esq.
For Pacific Trial Attorneys
A National Litigation Firm

SJF/mkj

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Plantain Products Co.
 5821 E. Causeway Blvd.
 Tampa, FL 33619



9590 9402 3512 7275 7130 54

2. Article Number (Transfer from service label)

7017 1450 0001 5560 5041

PS Form 3811, July 2015 PSN 7530-02-000-9053

A. Signature

X *[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 2

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I, Dallas Pottish, declare as follows:

1. I am a Plaintiff in this action, and am a citizen of the State of California. I have personal knowledge of the facts herein and, if called as a witness, I could and would testify competently thereto.

2. The Complaint in this action, filed concurrently with this Declaration, is filed in the proper place for trial under Civil Code Section 1780(d) in that Orange County is a county in which Defendants are doing business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Dallas Pottish