

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF  
TENNESSEE**

ROBERT GREER, JEFFREY RIEMER,	)	
JANE BARKER, TUCKER GOODMAN,	)	
AMBER TURNER, and DOLORES	)	Case No.
BOWERS, Individually, and on behalf of	)	
themselves and all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
STRANGE HONEY FARM, LLC, a	)	
domestic limited liability company, GARY	)	
STRANGE and FONDA STRANGE,	)	
owners and members, INGLES MARKETS,	)	
INCORPORATED, a North Carolina	)	
corporation, K-VA-T FOOD STORES, INC.	)	
D/B/A FOOD CITY, a Virginia corporation	)	
and CAROL HAGEN d/b/a TENNESSEE	)	
ARTISAN HONEY,	)	
	)	
Defendants.	)	

**CLASS ACTION COMPLAINT**

Plaintiffs, Robert Greer (“Greer”) , Jeffrey Riemer (“Riemer”) Jane Barker (“Barker”), Tucker Goodman (“Goodman”), Amber Turner (“Turner”) and Dolores Bowers (“Bowers”), (jointly “Plaintiffs), by and through their undersigned counsel, on behalf of themselves and all others similarly situated, for their Class Action Complaint against Defendants, Strange Honey Farm, LLC, (“Strange Honey”) and Gary Strange and Fonda Strange, its owner members (“owner members”); Ingles Markets, Incorporated (“Ingles”); and K-VA-T Food Stores d/b/a Food City (“Food City”); and Carol Hagen d/b/a Tennessee Artisan Honey (“Tennessee Artisan Honey”) allege, upon knowledge as to matters relating to themselves and upon information and belief as to all other matters, as follows:

## **INTRODUCTION**

1. This is a consumer class action against Strange Honey and Gary Strange and Fonda Strange, its owner members, and Ingles, Food City, and Tennessee Artisan Honey for their marketing and sale of certain honey products. Strange Honey markets and sells its honey as being “100% raw honey from Tennessee.” In fact, the honey that Strange Honey sells is not from Tennessee, is not raw, and is not 100% honey. Strange Honey is not raw because it heats its products in order to make it easier to package and bottle. When it heats or cooks its honey, Strange Honey destroys the enzymes found in raw honey and for which raw honey is prized. In addition, Strange Honey purchases honey from sources outside of Tennessee, including Vietnam. Finally, Strange Honey adds syrup to its honey, as syrup is much cheaper than honey. Ingles, Food City and Tennessee Artisan Honey are named as Defendants because they sell Strange Honey to the public knowing that it is not raw, pure or from Tennessee.

2. Strange Honey’s products are not as advertised and Plaintiffs bring this action both to recover the amounts they and the Class (as defined below) overpaid for Strange Honey’s products and for an injunction requiring Strange Honey to stop cooking its honey, to truthfully disclose the source of its honey and to stop adding syrup to its honey products. Strange Honey must either take those steps or stop advertising and marketing its products as “raw, 100% pure Tennessee Honey.”

## **PARTIES**

3. Plaintiff Robert Greer, is a citizen and resident of Knoxville, Tennessee. Plaintiff Greer bought Strange Honey at Ingles in Tennessee.

4. Plaintiff Jeffrey Riemer is also a citizen and resident of Knoxville, Tennessee. Mr. Riemer does his own grocery shopping. Plaintiff Riemer bought Strange Honey at Food City in

Knoxville, Tennessee.

5. Plaintiff Jane Barker is a citizen and resident of Fox Lake, Illinois. Like Plaintiff Riemer, Ms. Barker does her own grocery shopping. Plaintiff Barker bought Strange Honey from the Tennessee Artisan Honey website (<http://tennesseeartisanhoney.com/help-the-bees.html>) from her home in Illinois.

6. Plaintiff Tucker Goodman is a citizen and resident of Raleigh, North Carolina. Mr. Tucker does his own grocery shopping. Plaintiff Goodman bought Strange Honey at Harris Teeters in Boone, North Carolina.

7. Plaintiff Dolores Bowers is a citizen and resident of Port Charlotte, Florida. Ms. Bowers does her own grocery shopping. Plaintiff Bowers bought Strange Honey in Florida from Amazon.

8. Plaintiff Amber Turner is a citizen and resident of Virginia. Plaintiff Turner purchased Strange Honey in Virginia.

9. Defendant, Strange Honey Farm, LLC, is a domestic limited liability company organized under the laws of Tennessee and has its chief executive offices and principal place of business at 245 Highway 107 S, Del Rio, Tennessee.

10. Strange Honey has two members. Defendant Gary Strange is an owner member of Strange Honey. Mr. Strange is also the president of Strange Honey. On information and belief, Mr. Strange's wife, Fonda Strange, is also an owner member of the LLC. As the only members of the LLC, Gary Strange and Fonda Strange are personally liable for their own acts and conduct. This principal of liability of member managers of an LLC is applicable in Tennessee and the other states whose laws are applicable to this action. See, e.g., TN. ST. §48-217-101(a)(3). The following described acts of Strange Honey were committed at the direction of, and with the

knowledge of, Gary Strange and Fonda Strange.

11. Strange Honey processes its honey at its Del Rio, Tennessee, location.

12. At all relevant times, Strange Honey transacted and conducted business in Tennessee, Florida, Virginia, Illinois, North Carolina and throughout much of the United States.

13. Defendant Ingles is a corporation organized under the laws of North Carolina and has its chief executive offices and principal place of business at 2913 U.S. Highway 70, Black Mountain, North Carolina 28711. Plaintiff Greer bought Strange Honey from Ingles, and Ingles held itself to be a retailer/distributor of honey that was produced by Strange Honey.

14. Defendant Food City is a corporation organized under the laws of Virginia and has its registered office and agent at Northwest Registered Agent Inc., Suite B, 5810 Shelby Oaks Dr., Memphis, Tennessee 38134-7315. Plaintiff Greer bought Strange Honey from Food City, and Food City held itself to be a retailer/distributor of honey that was produced by Strange Honey. Food City had knowledge that the Strange Honey that it sold was adulterated as described in this Complaint.

15. Tennessee Artisan Honey appears to be a D/B/A for Carol Hagen. Tennessee Artisan Honey's address 864 Belton Drive, Nashville, Tennessee 37205. Ms. Hagen distributes and retails Strange Honey in the Nashville area and over the internet. Ms. Hagen has received actual notice that Strange Honey is adulterated as described in this Complaint.

### **JURISDICTION AND VENUE**

16. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(d)(2) (diversity jurisdiction and the Class Action Fairness Act) in that (i) there is diversity because Plaintiffs are citizens of Tennessee, Florida, Kentucky, North Carolina, Virginia and Illinois and they seek to represent a class of consumers who purchased honey in their respective States and Defendants are citizens of, or domiciled in, Tennessee, (ii) the amount in controversy

exceeds \$5,000,000.00 exclusive of interests and costs, and (iii) there are 100 or more members of the class.

17. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because (i) Strange Honey resides in this judicial district, (ii) a substantial part of the events or omissions giving rise to Plaintiffs' and the Class' claims occurred in this judicial district, and (iii) Strange Honey is subject to personal jurisdiction in this judicial district because it is doing business here, transacts business here, and caused tortious injuries by an act or omission here.

18. Strange Honey's labels describe the honey as 100% raw Tennessee honey. Some of its product labels are reproduced below.



19. Strange Honey's labels are false and misleading. The honey is neither raw, nor is it from Tennessee. In fact, the most recent Strange Honey that has been tested is from Vietnam. Moreover, it is not 100% honey. Syrup has been added to the honey, because syrup is much cheaper—about one tenth the price of pure honey. As more fully set forth below, Strange Honey is cooked when it is processed. Strange Honey purchased honey from Vietnam when it could not meet the demands for its honey with locally grown honey. It has also added corn syrup to its honey in order to meet consumer demand.

## Strange Honey's Products

20. Contrary to Strange Honey's labeling, Strange Honey is not pure and it is not from Tennessee. So, when the label identifies the honey as "100% pure Tennessee Mountain Sourwood Honey," it is both false and misleading. The honey also is not derived from sourwood.

21. Similarly, Strange Honey's Wildflower Honey is not from Tennessee and has had syrup added to it. Thus, the honey products are adulterated and are not really "honey" as the term is understood both in the industry and by consumers, and it does not come from Tennessee.

22. Finally, Strange Honey labels its honey as "raw." In fact, it is not raw.

23. While it is common to gently heat honey to make it easier to process and package, Strange Honey heats its honey products above 105 degrees Fahrenheit (°F), which has many undesirable effects.

24. Heating honey above 105 °F destroys many of the beneficial compounds (such as the enzymes) found in raw honey and for which raw honey is prized by consumers.

25. One way to determine whether honey has been heated is to test its 5-hydroxymethylfurfural ("HMF") value.

26. HMF is an organic compound formed when honey is heated enough to degrade its sugars through the Maillard reaction (a chemical reaction between amino acids and reducing sugars).

27. Raw honey typically comes out of the beehive with an absence of any HMF, or with an HMF value in the single digits (that is, an HMF value of 1 mg/kg to 9 mg/kg).

28. However, raw honey heated above 105 °F has an elevated HMF value.

29. The scientific community and the honey industry have long recognized that an HMF value over 40 mg/kg is strong evidence that raw honey was heated to a high enough temperature for a long enough period of time to break down the enzymes contained in the raw honey.

30. Accordingly, the Codex Alimentarius promulgated an international standard under

which table honey cannot have an HMF value over 40 mg/kg. It also promulgated a standard under which industrial honey cannot have an HMF value above 80.

31. Some of the Strange Honey samples tested had HMF values of 109, 96, 88 and 122, in addition to testing positive for syrup and with a 100% certainty that the honey was from Vietnam.

### **Defendants' Knowledge of the Defects in Strange Honey**

32. Strange Honey cannot collect enough honey from its own hives and other Tennessee hives to keep up with demand. Strange Honey therefore purchases honey from various out-of-state and out-of-country suppliers.

33. Consumers (like Plaintiffs and the Class) have a reasonable expectation that Strange Honey will not be sourced from Vietnam, will not have syrup added to it and will not be heated excessively to the point that the honey's enzymes break down.

34. Consumers (like Plaintiffs and the Class) also have reasonable expectations that Strange Honey's honey will have the properties generally found in honey and as reflected on the label, including the health benefits of the enzymes, antioxidants, and other compounds found in raw honey.

35. Strange Honey knew (or was reckless in not knowing) that its honey products were shipped to this country from Vietnam, had syrup added to the honey and were heated excessively to the point that it's honey no longer contained enzymes, antioxidants, or the other compounds found in raw honey that consumers expect. Moreover, each of the Defendant retailers, Food City, Ingles and Tennessee Artisan Honey had actual knowledge of Strange Honey's defects.

36. At all relevant times, Strange Honey knew or was reckless in not knowing that its honey was (a) defective, (b) adulterated with syrup, (c) did not have the attributes of raw honey, and (d) the defects, if known, would have failed to meet the reasonable expectations of consumers and would not have been sold at the prices Strange Honey charges for its honey products. In fact, it is common knowledge in the honey industry and among food chemists that heating honey for an

extended period of time at temperatures above 105 degrees destroys the enzymes that raw honey is prized by consumers. Moreover, Strange Honey purchased corn syrup to add to its honey for the simple reason that corn syrup is 1/10<sup>th</sup> the price of honey. And, when Strange Honey did not have enough locally produced honey to meet its demand, it ordered honey from Vietnam. Strange Honey cannot claim ignorance or innocence about the content of its honey.

37. At no time did Strange Honey take any action to: (a) inform purchasers of the defects in its honey or (b) recall its honey. Strange Honey concealed this knowledge from Plaintiff and the Class. Strange Honey has sold, directly or indirectly (through grocery stores, health food stores, specialty retailers, and other retail outlets) thousands of bottles of honey products in Tennessee and across the United States.

38. Plaintiffs and the Class have not received the value for which they bargained when they purchased Strange Honey products. There is a difference in value between the Strange Honey products as labeled and advertised and the Strange Honey product as it actually exists.

39. Defendants Ingles, Food City and Tennessee Artisan Honey sell directly to consumers. Ingles, Food City and Tennessee Artisan Honey all had actual knowledge that Strange Honey was not raw, not from Tennessee and not 100% honey. Despite this knowledge, Ingles, Food City and Tennessee Artisan Honey continued to sell Strange Honey to consumers with the honey mislabeled as described above.

### **CLASS ALLEGATIONS**

40. Plaintiffs bring this class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

41. The requirements of Rule 23(a), (b)(2), (b)(3) and (c)(4) are met with respect to the class (referred to herein as the "Class") defined below:

All persons and entities who purchased any Strange Honey honey products in Tennessee, Illinois, North Carolina, Florida, Virginia, and Kentucky during the applicable limitations period. Excluded from the Class are: (a) any judge or magistrate judge presiding over this action and members of their families; (b) Strange Honey LLC and any entity in which it has a controlling interest or which has a controlling interest in Strange Honey and Strange Honey's legal representatives, assigns and successors; (c) Ingles, Food City, Tennessee Artisan Honey and any entity in which they have a controlling interest or which has a controlling interest in Ingles, Food City or Tennessee Artisan Honey and Ingles', Food City's or Tennessee Artisan Honey's legal representatives, assigns and successors (d) all persons who properly execute and file a timely request for exclusion from the Class.

42. *Numerosity*: The Class is composed of at least hundreds if not thousands of persons geographically dispersed, the joinder of whom in one action is impractical.

43. *Commonality*: Questions of law and fact common to the Class exist as to all proposed members of the Class and predominate over any questions affecting only individual members of the Class. These common legal and factual issues include, but are not limited to the following:

- a. Whether Strange Honey's honey is not from Tennessee but rather from outside Tennessee and the country;
- b. Whether Strange Honey's honey products contain syrup;
- c. Whether Strange Honey's honey is heated excessively;
- d. Whether Strange Honey knew or should have known of the defects;
- e. Whether Strange Honey concealed from consumers and/or failed to disclose to consumers the defects;
- f. Whether the labeling on Strange Honey bottles is false or misleading;
- g. Whether Plaintiff and the proposed Class members are entitled to

compensatory damages, including, among other things: (i) compensation for all monies paid by members of the Class for Strange Honey's honey products; (ii) the failure of consideration in connection with and/or difference in value arising out of the variance between the honey as advertised and the honey as it really is;

- h. Whether the honey conforms to the applicable industry standards;
- i. Whether Strange Honey concealed the defective nature of the honey; and
- j. Whether Strange Honey's conduct as alleged is misleading, deceptive and/or unconscionable;
- k. Whether Ingles, Food City or Tennessee Artisan Honey sold Strange Honey and knew or had constructive knowledge that Strange Honey was adulterated and not as advertised to the public.

44. *Typicality*: Plaintiffs' claims are typical of the claims of the proposed members of the Class, as all such claims arise out of Strange Honey's conduct in heating, packaging and bottling its honey product as well as its marketing, advertising and selling the defective honey.

45. *Adequate Representation*: Plaintiffs will fairly and adequately protect the interests of the members of the Class and have no interests antagonistic to those of the proposed Class. Plaintiffs have retained counsel experienced in the prosecution of complex class actions, including consumer class actions involving mislabeling, product liability and product design defects.

46. *Predominance and Superiority*: This class action is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class

is impracticable. Should individual Class Members be required to bring separate actions, this Court and Courts throughout Tennessee and the United States would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single Court.

### **COUNT I**

#### **FRAUDULENT MISREPRESENTATION AGAINST ALL DEFENDANTS ON BEHALF OF PLAINTIFFS AND ALL CLASS MEMBERS SIMILARLY SITUATED**

47. Plaintiffs, on behalf of themselves and all others similarly situated, adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

48. Strange Honey and its Owner Members made representations of existing material facts, including that the honey was raw (false); the honey was pure (false); and the honey was from Tennessee (false).

49. Defendants Ingles, Food City and Tennessee Artisan Honey sold Strange Honey to consumers, knowing that the honey was adulterated and not as advertised. They had actual knowledge of the nature of Strange Honey's adulteration because Plaintiff Greer told them. In spite of this knowledge, they continued to sell Strange Honey with its false and misleading labels.

50. The representations made by Strange Honey, its Owner Members, Ingles, Food City and Tennessee Artisan Honey were false when made.

51. These representations were made either knowingly or with reckless disregard as to their veracity.

52. Plaintiffs and the Class reasonably relied on the misrepresented material facts.

53. Plaintiffs and the Class suffered damage as a result of the misrepresentations.

54. The Defendants supplied information to the Plaintiffs in the form of advertising and labeling. This information included the following representation: Strange Honey is raw, 100% pure and from Tennessee.

55. This representation was false in all respects.

56. The Defendants did not exercise reasonable care in obtaining or communicating this information.

57. The Plaintiffs justifiably relied on these misrepresentations to their detriment and were injured thereby.

## COUNT II

### ILLINOIS CONSUMER FRAUD ACT 815 ILCS §505/2 ON BEHALF OF PLAINTIFF JANE BARKER AND OTHER ILLINOIS SUBCLASS MEMBERS

58. Plaintiffs repeat and reallege paragraphs 1-57 as though fully set forth herein.

59. Defendants' acts, complained of above, including, without limitation, falsely advertising that its 100% raw honey is in fact raw honey when it has been cooked and advertising that its honey is 100% pure Tennessee Sourwood honey, when in fact it has had syrup added and is not from Tennessee violates the Illinois Consumer Fraud Act, 815 ILCS §505/2.

60. The Illinois Consumer Fraud Act ("ICFA") prohibits unfair and deceptive acts or practices, including among other things:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been

misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.

61. Strange Honey engaged in the concealment, deception, suppression, or omission of material facts in violation of the ICFA when, in selling and advertising its 100% Raw Honey, Strange Honey knew that its honey was not raw, was not pure and was not even from Tennessee.

62. Strange Honey engaged in false, misleading and deceptive acts when it misrepresented the nature of its honey, with the intent that others, such as Plaintiff Barker and the Illinois subclass, would rely upon the deception and misrepresentations of material facts and purchase Strange Honey honey.

63. Plaintiff Barker and the Illinois subclass would not have purchased the Strange Honey product, nor would they have paid the premium price of Strange Honey, had they known or become informed of the material defects in the honey.

64. Strange Honey's deception and misrepresentation or omission of material facts as alleged herein constitute unfair, deceptive and fraudulent business practices within the meaning of the ICFA.

65. Strange Honey has acted unfairly and deceptively by misrepresenting the nature, origin and quality of its honey.

66. Strange Honey either knew, or should have known, that its honey was defectively processed, packaged and labeled when the honey was heated, such that the honey was not as advertised or described.

67. Strange Honey knew that, at the time its product left its control, the honey was defective as described herein. At the time of sale, the honey was defective as described.

68. As a direct and proximate cause of the violation of the ICFA described above, Plaintiff Barker and members of the Illinois subclass have been injured in that they have purchased Strange

Honey that is not, in fact, raw and has lost all or many of the beneficial physical properties of raw honey. Had Plaintiff Barker and the Illinois subclass members known the defective nature of the honey, they would not have purchased it at the premium price that Strange Honey charged for its product.

69. Strange Honey used unfair methods of competition and unfair or deceptive acts or practices in conducting its business. This conduct constitutes fraud within meaning of the ICFA.

70. This unlawful conduct is continuing, with no indication that the wrongful conduct of Strange Honey will cease.

71. As a direct and proximate result of Strange Honey's unfair and deceptive acts and practices, Plaintiff Barker and the other members of the Illinois subclass will suffer damages, which include, without limitation, costs to replace their Strange Honey with products that are truly pure, raw Tennessee honey, in an amount to be determined at trial.

72. As a result of the acts of consumer fraud described above, Plaintiff Barker and the Illinois subclass have suffered ascertainable losses in the form of actual damages that include the purchase price of the 100% raw honey for which Strange Honey is liable to the Plaintiff and the Class, for their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

### **COUNT III**

#### **NORTH CAROLINA UNIFORM DECEPTIVE PRACTICES ACT** **ON BEHALF OF PLAINTIFF TUCKER GOODMAN AND OTHER** **NORTH CAROLINA SUBCLASS MEMBERS**

73. Plaintiff Goodman repeats and realleges paragraphs 1-72 as though fully set forth herein.

74. Strange Honey's acts, complained of above, including, without limitation, falsely advertising that its "100% Raw Honey" is in fact raw honey when it has been cooked and advertising

that its honey is 100% pure Tennessee sourwood honey, when in fact it has had syrup added and is not from Tennessee violates the North Carolina Uniform Deceptive Trade Practices Act, (“UDTPA”). N.C. Gen. Stat. §§ 75-1-1 *et seq.*

75. The UDTPA prohibits unfair or deceptive acts or practices in or effecting commerce.

76. A plaintiff asserting a UDTPA claim must show: “(1) defendant committed an unfair or deceptive act or practice; (2) the action in question was in or affecting commerce; and (3) the act proximately caused injury to the plaintiff.” An unfair or deceptive practice is one that “offends established public policy and [is] immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers” or which “has the capacity or tendency to deceive.” *Bailey v. LeBeau*, 79 N.C.App. 345, 352, 339 S.E.2d 460, 464 (1986) (quoting *Lee v. Payton*, 67 N.C.App. 480, 482, 313 S.E.2d 247, 249 (1984)).

77. Strange Honey engaged in the concealment, deception, suppression, or omission of material facts in violation of the UDTPA when, in selling and advertising its “100% Raw Honey,” it knew that its honey was not raw, was not pure and was not from Tennessee.

78. Strange Honey engaged in false, misleading and deceptive acts when it misrepresented the nature of its honey, with the intent that others, such as Plaintiff Goodman and the North Carolina subclass, would rely upon the deception and misrepresentations of material facts and purchase Strange Honey.

79. Plaintiff Goodman and the North Carolina subclass would not have purchased the Strange Honey product, nor would they have paid the premium price of Strange Honey, had they known or become informed of the material defects in the honey.

80. Strange Honey’s deception and misrepresentation or omission of material facts as alleged herein constitute unfair, deceptive and fraudulent business practices within the meaning of the UDTPA.

81. Strange Honey has acted unfairly and deceptively by misrepresenting the nature, origin and quality of its honey.

82. Strange Honey either knew, or should have known, that its product was defectively processed, packaged and labeled when the honey was heated, had syrup added and falsely claimed to be sourced from Tennessee, such that the honey was not as advertised or described.

83. Strange Honey knew that, at the time its product left its control, the honey was defective as described herein. At the time of sale, the honey was defective as described.

84. As a direct and proximate cause of the violation of the UDTPA described above, Plaintiff Goodman and members of the North Carolina subclass have been injured in that they have purchased Strange Honey that is not raw and has lost all or many of the beneficial physical properties of raw honey as a result of being heated. Had Plaintiff Goodman and the North Carolina subclass known the defective nature of the honey, they would not have purchased Strange Honey at the premium price that Strange Honey charged for its product.

85. Strange Honey used unfair methods of competition and unfair or deceptive acts or practices in conducting its business. This conduct constitutes fraud within meaning of the UDTPA.

86. This unlawful conduct is continuing, with no indication that the wrongful conduct of Strange Honey will cease.

87. As a direct and proximate result of Strange Honey's unfair and deceptive acts and practices, Plaintiff Goodman and the other members of the North Carolina subclass will suffer damages, which include, without limitation, costs to replace their Strange Honey with products that are truly pure, raw Tennessee honey, in an amount to be determined at trial.

88. As a result of the acts of consumer fraud described above, Plaintiff Goodman and the North Carolina subclass have suffered ascertainable losses in the form of actual damages that include the purchase price of the 100% raw Tennessee Honey for which Defendant Strange is liable to Plaintiff

Goodman and the North Carolina subclass, for their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

#### COUNT IV

#### FLORIDA UNIFORM DECEPTIVE PRACTICES ACT ON BEHALF OF PLAINTIFF DELORES BOWERS AND OTHER FLORIDA SUBCLASS MEMBERS

89. Plaintiff Bowers repeats and realleges paragraphs 1-88 as though fully set forth herein.

90. Strange Honey's acts, complained of above, including, without limitation, falsely advertising that its 100% Raw Honey is in fact raw honey when it has been cooked, advertising that its honey is 100% pure Tennessee Sourwood honey, when in fact it has had syrup added, is not from Tennessee and likely is in fact from Vietnam violates the Florida Uniform Deceptive Trade Practices Act, ("FUDTPA"). Fla. Stat. Ann. §501.201 *et seq.*

91. The FUDTPA prohibits unfair or deceptive acts or practices in or effecting commerce.

92. A plaintiff asserting a FUDTPA claim must show: (1) a deceptive act or unfair practice, (2) causation, and (3) actual damages. *Kertesz v. Net Transactions, Ltd.*, 638 F. Supp.2d 1339, 1348 (S.D. Fla. 2009).

93. Strange Honey engaged in the concealment, deception, suppression, or omission of material facts in violation of the FUDTPA when, in selling and advertising its 100% Raw Honey, it knew that its honey was not raw, was not pure and was not from Tennessee.

94. Strange Honey and its Owner Members engaged in false, misleading and deceptive acts when they misrepresented the nature of its honey, with the intent that others, such as Plaintiff Bowers and the Florida subclass, would rely upon the deception and misrepresentations of material facts and purchase Strange Honey products.

95. Plaintiff Bowers and the Florida subclass would not have purchased the Strange Honey, nor would they have paid the premium price of Strange Honey, had they known or become informed of the material defects in the honey.

96. Strange Honey's deception and misrepresentation or omission of material facts as alleged herein constitute unfair, deceptive and fraudulent business practices within the meaning of the FUDTPA.

97. Strange Honey and its Owner Members have acted unfairly and deceptively by misrepresenting the nature, origin and quality of Strange Honey honey.

98. Strange Honey and its Owner Members either knew, or should have known, that the Strange Honey product was defectively processed, packaged and labeled when the honey was heated, adulterated with added syrup and imported from Vietnam, such that the honey was not as advertised or described.

99. Strange Honey and its Owner Members knew that, at the time the Strange Honey product left their control, the honey was defective as described herein. At the time of sale, the honey was defective as described.

100. As a direct and proximate cause of the violation of the FUDTPA described above, Plaintiff Bowers and members of the Florida subclass have been injured in that they have purchased Strange Honey that is not raw and has lost all or many of the beneficial physical properties of raw honey as a result of being heated, is not 100% honey because it has had syrup added to it and is not from Tennessee. Had Plaintiff Bowers and the Florida subclass known the defective nature of the honey, they would not have purchased their honey, nor would they have paid the premium price that Strange Honey charged for its honey.

101. Strange Honey and its Owner Members used unfair methods of competition and unfair or deceptive acts or practices in conducting their business. This conduct constitutes fraud within meaning of the FUDTPA.

102. This unlawful conduct is continuing, with no indication that the wrongful conduct will cease.

103. As a direct and proximate result of Strange Honey's unfair and deceptive acts and practices, Plaintiff Bowers and the other members of the Florida subclass will suffer damages, which include, without limitation, costs to replace their Strange Honey with products that are truly pure, raw Tennessee honey, in an amount to be determined at trial.

104. As a result of the acts of consumer fraud described above, Plaintiff and the Florida subclass have suffered ascertainable losses in the form of actual damages that include the purchase price of the 100% raw Honey for which Defendants are liable to the Plaintiff and the Florida subclass, for their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

#### **COUNT V**

#### **VIRGINIA CONSUMER PROTECTION ACT ON BEHALF OF PLAINTIFF AMBER TURNER AND OTHER VIRGINIA SUBCLASS MEMBERS**

105. Plaintiff Turner repeats and realleges paragraphs 1- 104 as though fully set forth herein.

106. Strange Honey's acts, complained of above, including, without limitation, falsely advertising that its 100% Raw Honey is in fact raw honey when it has been cooked, advertising that its honey is 100% pure Tennessee Sourwood honey, when in fact it has had syrup added, and is not from Tennessee violates the Virginia Consumer Protection Act, ("VCPA"). TN. ST. §48-217-101.

107. The VCPA prohibits unfair or deceptive acts or practices in or effecting commerce.

108. A plaintiff asserting a VCPA claim must allege: "(1) fraud, (2) by a supplier, (3) in a consumer transaction." *Nahigian v. Juno Loudoun, LLC*, 684 F.Supp.2d 731, 741 (E.D.Va.2010).

109. Strange Honey and its Owner Members engaged in the concealment, deception, suppression, or omission of material facts in violation of the VCPA when, in selling and advertising their “100% Raw Honey,” they knew that the honey was not raw, was not pure and was not from Tennessee.

110. Strange Honey and its Owners Members engaged in false, misleading and deceptive acts when they misrepresented the nature of their honey, with the intent that others, such as Plaintiff Turner and the Virginia subclass, would rely upon the deception and misrepresentations of material facts and purchase Strange Honey.

111. Plaintiff Turner and the Virginia subclass would not have purchased the Strange Honey product, nor would they have paid the premium price of Strange Honey, had they known or become informed of the material defects in the honey.

112. Strange Honey’s deception and misrepresentation or omission of material facts as alleged herein constitute unfair, deceptive and fraudulent business practices within the meaning of the VCPA.

113. Strange Honey and its Owner Members acted unfairly and deceptively by misrepresenting the nature, origin and quality of their honey.

114. Strange Honey and its Owner Members either knew, or should have known, that their honey was defectively processed, packaged and labeled when the honey was heated, adulterated with added syrup and imported from Vietnam, such that the honey was not as advertised or described.

115. Strange Honey and its Owner Members knew that, at the time their honey left their control, the honey was defective as described herein. At the time of sale, the honey was defective as described.

116. As a direct and proximate cause of the violation of the VCPA described above, Plaintiff Turner and members of the Virginia subclass have been injured in that they have purchased Strange

Honey that is not, in fact, raw and has lost all or many of the beneficial physical properties of raw honey as a result of being heated, is not 100% honey because it has had syrup added to the honey and is not from Tennessee. Had Plaintiff Turner and the Virginia subclass known the defective nature of the honey, they would not have purchased their honey, nor would they have paid the premium price that Strange Honey charged for their honey.

117. Strange Honey and its Owner Members used unfair methods of competition and unfair or deceptive acts or practices in conducting business. This conduct constitutes fraud within meaning of the VCPA.

118. This unlawful conduct is continuing, with no indication that the wrongful conduct of will cease.

119. As a direct and proximate result of Strange Honey's unfair and deceptive acts and practices, Plaintiff Turner and the other members of the Virginia subclass will suffer damages, which include, without limitation, costs to replace their Strange Honey with products that are truly pure, raw Tennessee honey, in an amount to be determined at trial.

120. As a result of the acts of consumer fraud described above, Plaintiff Turner and the Virginia subclass have suffered ascertainable losses in the form of actual damages that include the purchase price of the "100% Raw Honey" for which Strange Honey is liable to the Plaintiff and the Virginia subclass, for their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

**COUNT VI**  
**DECLARATORY RELIEF**

121. Plaintiffs, on behalf of themselves and all others similarly situated, adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

122. A justiciable controversy of fact exists such that the Court may provide declaratory relief.

123. Strange Honey and its Owner Members have acted or refused to act on grounds that apply generally to the Class, so that final declaratory relief is appropriate respecting the Class as a whole within the meaning of Fed. R. Civ. P. 23(b)(2).

124. Plaintiffs seek a declaratory ruling that: Strange Honey honey has a defect caused by the Defendants adding imported honey and syrup, as well as its processing, heating and bottling methods, which overheats the honey and causes the enzymes normally found in raw honey to break down and lose the beneficial physical properties people expect in “raw” honey; that these defects are material and require public disclosure on all honey sold by Strange Honey over the last 3 years; that Strange Honey establish a testing program and protocol, under Court supervision and communicated to Class members, which will require Strange Honey to inspect all of its purchased honey products for origin, to inspect its syrup before and after bottling to ensure that the honey is in fact from Tennessee and has not had syrup added, and to not excessively heat their honey for a period of five (5) years.

## **COUNT VII**

### **INJUNCTIVE RELIEF**

125. Plaintiffs, on behalf of themselves and all others similarly situated, adopt and incorporate by reference all foregoing allegations as though fully set forth herein.

126. Plaintiffs and the Class possess clearly ascertained rights in need of protection; namely, the right to receive the product as represented and advertised and the right to truth in labeling of Strange Honey’s honey products.

127. Plaintiffs and the Class are likely to succeed on the merits of their claims.

128. Plaintiffs and the Class will suffer irreparable harm without an injunction. In particular, Plaintiff and the Class will not be able to accurately evaluate, and pay the proper price for,

Strange Honey's honey products unless an injunction is issued requiring Strange Honey to either (a) market, distribute, and accurately labeled honey or (b) refrain from selling honey under its Strange Honey label that has been acquired outside of Tennessee, uses added syrups, and/or has been cooked/processed at unacceptable industry standard levels.

129. Plaintiffs and the Class have no adequate remedy at law. Although Plaintiff and the Class are entitled to monetary damages resulting from Strange Honey's false labeling and advertising practices, Plaintiff and the Class cannot readily quantify the damages for the lost health benefits going forward from Strange Honey's deceptive acts.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for a judgment against Defendants as follows:

- a. For an order certifying the Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiffs as representatives of the Class and the subclass of consumers from each state they represent, and appointing the law firms representing Plaintiffs as Class Counsel;
- b. For compensatory damages sustained by Plaintiffs and the Class;
- c. For equitable, declaratory, and/or injunctive relief as requested herein;
- d. For payment of costs;
- e. For both pre-judgment and post-judgment interest on any amounts awarded;
- f. For punitive damages;
- g. For payment of reasonable attorneys' fees and expert fees as may be allowable under applicable law; and
- h. For such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demands a trial by jury as to all issues so triable.

Dated: June 12, 2020

Respectfully Submitted,

**HOLIFIELD JANICH & FERRERA, PLLC**

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