Anil Dass (SBN #2698777)
Law Offices of Anil Dass
42-27 Gleane Street
Elmhurst, NY 11373
Tel: 347-255-0180
Email: anildass@earthlink.net

Attorney for Plaintiff

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

SUNITA KANWAR, individually and on behalf of all those similarly situated, Plaintiff, vs. WALGREEN COMPANY, Defendant.	Case No.: 1:20-cv-6256 **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

INTRODUCTION

1. From at least November 2, 2015 through the present (the "Class Period"), Walgreen Company ("Defendant" or "Walgreen") deceptively and misleadingly labeled and marketed its products, including the following Walgreen product: Walgreens Women Multivitamin Tablets Value Size ("Walgreens Women Multivitamin" or the "Product") as containing no gelatin, when in fact, Walgreens Women Multivitamin contains notable doses of gelatin.

2. Throughout the Class Period, Walgreen has systematically mislabeled the Product by not including the ingredient "gelatin" on the label such that any U.S. consumer purchasing the Product is exposed to Walgreen misrepresentations.

3. Walgreen also mislabels and markets the product incorrectly on its website.

4. Walgreen deceives and misleads consumers by directly comparing their product to a premium product manufactured by Centrum, which lists gelatin on its label; by doing so, Walgreen misleads a reasonable consumer to believe that the Walgreen product is a gelatin free alternative to the premium Centrum product.

5. Walgreen conduct harms consumers by inducing them to purchase and consume the Product on the false premise that the Product is comparable to Centrum Women Multivitamin ("Centrum Women") by labeling the Product as "Compare to Centrum Women." A reasonable consumer can also draw the comparison between the products because both products use the same color scheme to identify the multivitamin thus leading them to believe that the Walgreen product is a generic version of the Centrum product.

6. By directly and indirectly comparing its product to the Centrum Women premium product and not listing gelatin as an ingredient, Walgreen induces a conscious consumer to believe that the Walgreens Women Multivitamin is a generic version of the Centrum Women multivitamin except that it does not contain gelatin, thus making it a gelatin free alternative to the premium brand multivitamin when in fact the Walgreens Women Multivitamin does contain notable doses of gelatin.

7. Plaintiff Sunita Kanwar brings this lawsuit against Walgreen individually and on behalf of a nationwide class including all other similarly situated purchasers of the Products.

8. Based on Walgreen representations that the Product was gelatin free, Plaintiff and the Class purchased the product over comparable products that did not purport to be gelatin free. Instead of receiving a product that was gelatin free, Plaintiff and the Class received the products, which, contrary to Walgreen representations, contained the unlabeled ingredient. This was a material harm to the Plaintiff and other Class members who due to allergic reactions, religious, dietary, or moral principles cannot consume gelatin, an animal ingredient.

JURISDICTION AND VENUE

9. The Court has subject matter jurisdiction over the individual and class claims asserted herein pursuant to 28 U.S.C. § 1332, as amended in 2005 by the Class Action Fairness Act, as: (A) the amount in controversy in this class action exceeds $5,000,000, exclusive of

interests and costs; and (B) a substantial number of the members of the proposed class are citizens of a state different from that of Defendant. In addition, Plaintiff Sunita Kanwar is a citizen of a state different from that of Defendant, a Illinois Corporation.

10. The Court has personal jurisdiction over Plaintiff. Defendant Walgreen Company maintains headquarters in Deerfield, Illinois and conducts business throughout the United States of America. Plaintiff Sunita Kanwar is a citizen of Nassau, New York.

11. Venue is proper pursuant to 28 U.S.C. § 1391(a) & (b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

12. Plaintiff Sunita Kanwar is a resident of Nassau, New York and an individual consumer. During the Class Period, Sunita Kanwar purchased Walgreens Multivitamin Women in Nassau, New York from Walgreen storefronts. As with all members of the Class, Ms. Kanwar paid for the product based upon the representations that the product did not include gelatin.

13. Defendant Walgreen Company is headquartered in Deerfield, Illinois. The company markets its Products online through the website <https://www.walgreens.com> ("Walgreens.com") and operates storefronts across the country. Defendant maintains supply chain control over the manufacture the product, operates as an online retailer, and distributes the product to their retail outlets throughout the U.S.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

Plaintiff's Purchase of the Products

14. Plaintiff Sunita Kanwar purchased Walgreens Multivitamin Women beginning on November 2, 2015 and ingested them on a daily basis.

Walgreen Marketing of Walgreens Women Multivitamin

15. Walgreen markets its product as a comparison to Centrum Women. Centrum Women discloses its use of gelatin on its label, but the Walgreen product does not, thus inducing consumers to believe that the Walgreens product is a gelatin free alternative to Centrum Women when in fact the Walgreen product contains notable doses of gelatin.

16. Since at least November 2, 2015, Walgreen has marketed, and continues to market, its product as the generic version of Centrum Women by expressly stating on the label "Compare to Centrum Women."

17. The image below is a screenshot taken from the Walgreen website on December 23, 2020 which shows the Product and the statement "Compare to Centrum Women" on the label.

18. To further their marketing technique, the packaging in which Walgreen sells its product shares the same color scheme as Centrum Women. This is material to a reasonable consumer and draws another comparison between the two products.

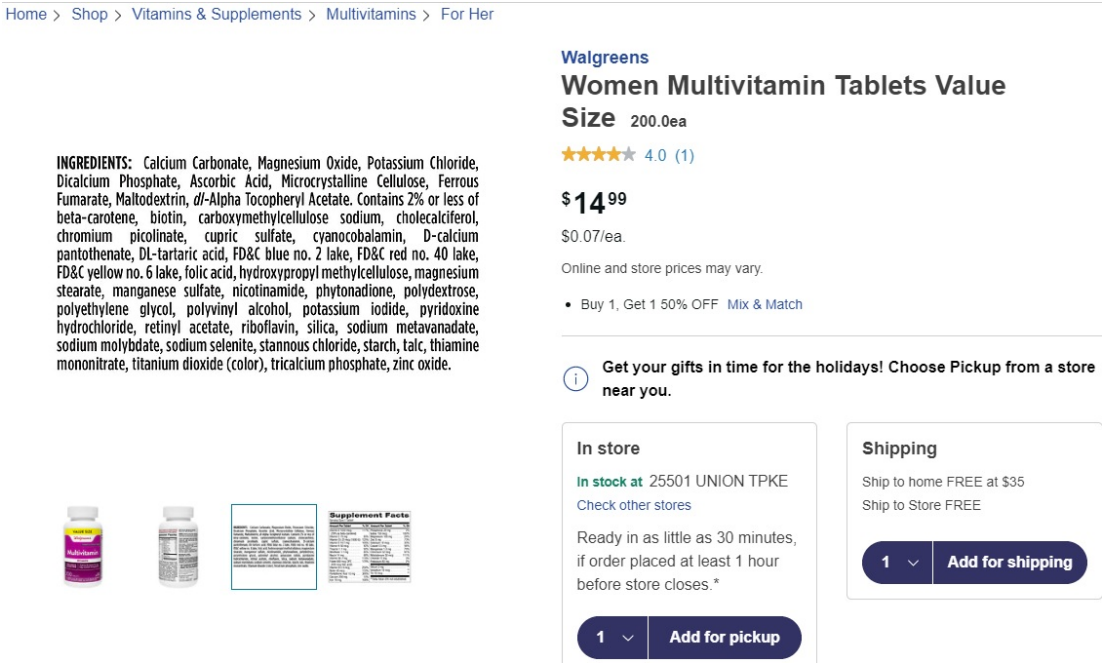
19. The images below are screenshots taken from the Walgreen website on December 23, 2020 which show the similarities between the two products.

20. Unlike the premium Centrum Women, the Walgreens Women Multivitamin does not list gelatin as an ingredient.

21. Below are screenshots taken from the Walgreen website on December 23, 2020 showing the ingredients listed on the website for the Product, which excludes gelatin, and an image of the ingredients from the label of the Product, which also excludes gelatin.

Ingredients

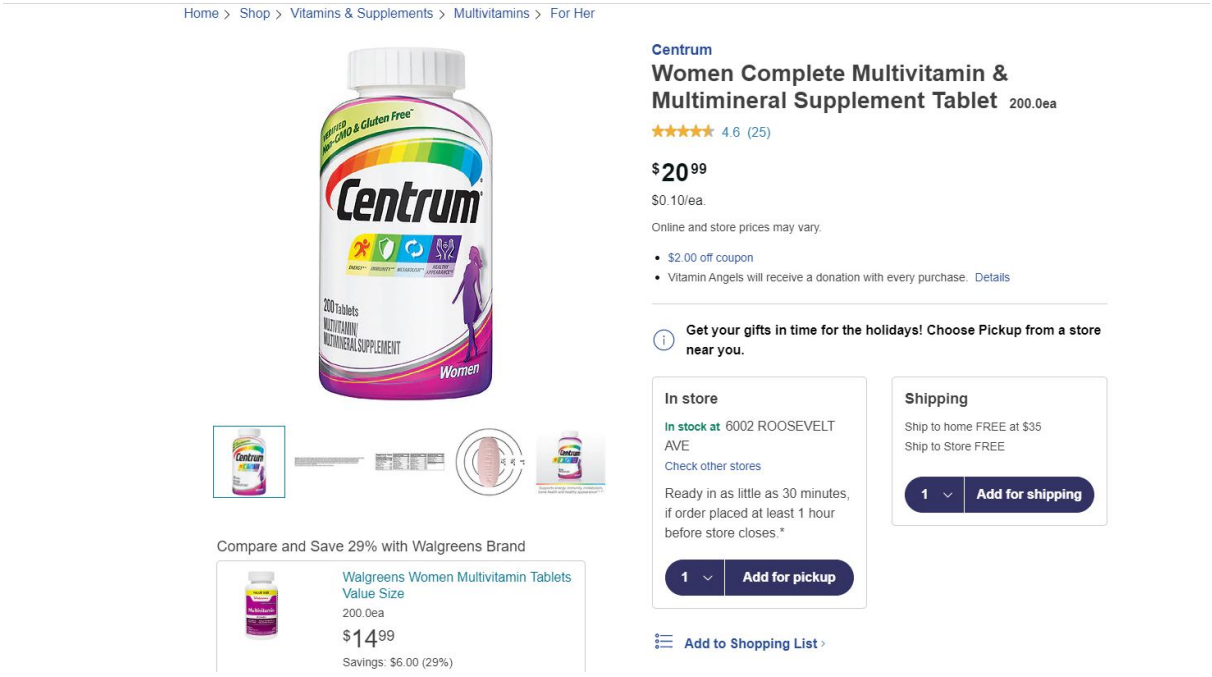
Calcium Carbonate, Magnesium Oxide, Potassium Chloride, Dicalcium Phosphate, Ascorbic Acid, Microcrystalline Cellulose, Ferrous Fumarate, Maltodextrin, dl-Alpha Tocopheryl Acetate, Contains 2% or less of beta-carotene, biotin, carboxymethylcellulose sodium, cholecalciferol, chromium picolinate, cupric sulfate, cyanocobalamin, D-calcium pantothenate, DL-tartaric acid, FD&C blue no. 2 lake, FD&C red no. 40 lake, FD&C yellow no. 6 lake, folic acid, hydroxypropyl methylcellulose, magnesium stearate, manganese sulfate, nicotinamide, phytonadione, polydextrose, polyethylene glycol, polyvinyl alcohol, potassium iodide, pyridoxine hydrochloride, retinyl acetate, riboflavin, silica, sodium metavanadate, sodium molybdate, sodium selenite, stannous chloride, starch, talc, thiamine mononitrate, titanium dioxide (color), tricalcium phosphate, zinc oxide



22. By comparing the Product to Centrum Women and not listing gelatin as an ingredient when in fact the product does contain notable doses of gelatin, Walgreen is inducing conscious consumers to believe that the Walgreen product is a generic gelatin free alternative to the premium product Centrum Women.

23. Walgreen promotes its product on their website by listing a link to the Product underneath the Centrum Women's listing on their website with the tagline "Compare and Save 29% with Walgreens Brand". By doing so, Walgreen is inducing its customers to purchase the cheaper Walgreen product instead of the premium Centrum product.

24. Below is a screenshot taken from the Walgreen website on December 22, 2020 showing the promotion for the Product on the Centrum Women's listing on their website.



25. Walgreen has engaged in this marketing campaign to convince potential customers that the product is a gelatin free alternative to Centrum Women by expressly stating that the Product should be compared to Centrum Women on the label and on the website, by using the same color scheme to identify the vitamin, and by not listing the use of gelatin on the label of the Product or on the website.

Untrue, Misleading, and/or Deceptive Claims

26. Walgreens marketing claims are misleading, deceptive, and/or untrue.

27. Walgreens falsely represented and continues to represent, expressly and by implication, that Walgreens Multivitamin Women is comparable to a competitor's multivitamin named "Centrum Women."

28. Centrum Women is a premium product that contains gelatin and lists the ingredient on its packaging and on its website.

29. Below is a screenshot taken from the Centrum website on December 23, 2020 showing the ingredients included in Centrum Women, which includes gelatin.

Centrum Women
Multivitamin/Multimineral Supplement

This is the most current labeling information and may differ from labels on product packaging. If there are any differences between this website labeling and product packaging labeling, this website labeling should be regarded as the most current.

Ingredients: Calcium Carbonate, Magnesium Oxide, Potassium Chloride, Dibasic Calcium Phosphate, Microcrystalline Cellulose, Ascorbic Acid (Vit. C), Ferrous Fumarate, DL-alpha Tocopheryl Acetate (Vit. E), Maltodextrin, Crospovidone. **Contains <2% of:** Beta-Carotene, BHT (to preserve freshness), Biotin, Blue 2 Lake, Calcium Pantothenate, Cholecalciferol (Vit. D_3), Chromium Picolinate, Copper Sulfate, Corn Starch, Cyanocobalamin (Vit. B_{12}), Folic Acid, Gelatin, Lecithin (soy), Magnesium Stearate, Manganese Sulfate, Modified Corn Starch, Niacinamide, Phytonadione (Vit. K), Polyethylene Glycol, Polyvinyl Alcohol, Potassium Iodide, Pyridoxine Hydrochloride (Vit. B_6), Red 40 Lake, Riboflavin (Vit. B_2), Silicon Dioxide, Sodium Ascorbate (to preserve freshness), Sodium Molybdate, Sodium Selenate, Talc, Thiamine Mononitrate (Vit. B_1), Titanium Dioxide, Tocopherols (to preserve freshness), Vitamin A Acetate, Yellow 6 Lake, Zinc Oxide. **Contains:** Soy

30. Compared to a screenshot from the Walgreen website on December 23, 2020 the ingredients listed for Walgreens Multivitamin Women does not list gelatin.

Ingredients

Calcium Carbonate, Magnesium Oxide, Potassium Chloride, Dicalcium Phosphate, Ascorbic Acid, Microcrystalline Cellulose, Ferrous Fumarate, Maltodextrin, dl-Alpha Tocopheryl Acetate, Contains 2% or less of beta-carotene, biotin, carboxymethylcellulose sodium, cholecalciferol, chromium picolinate, cupric sulfate, cyanocobalamin, D-calcium pantothenate, DL-tartaric acid, FD&C blue no. 2 lake, FD&C red no. 40 lake, FD&C yellow no. 6 lake, folic acid, hydroxypropyl methylcellulose, magnesium stearate, manganese sulfate, nicotinamide, phytonadione, polydextrose, polyethylene glycol, polyvinyl alcohol, potassium iodide, pyridoxine hydrochloride, retinyl acetate, riboflavin, silica, sodium metavanadate, sodium molybdate, sodium selenite, stannous chloride, starch, talc, thiamine mononitrate, titanium dioxide (color), tricalcium phosphate, zinc oxide

31. By comparing itself to Centrum Women, Walgreen is inducing its customers to purchase their vitamin instead of their competitor's.

32. The representation on the label which states "Compare to Centrum Women " is material to a reasonable consumer because it induces a consumer to believe that what Walgreens is selling is the generic version of the Centrum product.

33. Ms. Kanwar relied on and made her decision to purchase and take Walgreen Women Multivitamin based upon her reading and understanding of the representations made on the label that the product was the same as Centrum Womens except that it did not contain gelatin.

34. Unlike Centrum Women, Walgreens Women Multivitamin does not list gelatin as an ingredient.

35. Walgreen has violated the Food and Drug Administration ("FDA") regulations.

a) FDA: Disclosure of Ingredients in Dietary Supplements (Questions and Answers on Dietary Supplements) "Must all ingredients be declared on the label of a dietary supplement? Yes, ingredients not listed on the "Supplemental Facts" panel must be listed in the "other ingredient" statement beneath the panel. The types of ingredients listed there could include the source of dietary ingredients, if not identified in the "Supplement Facts" panel (e.g., rose hips as the source of vitamin C), other food ingredients (e.g., water and sugar), and technical additives or processing aids (e.g., gelatin, starch, color, stabilizers, preservatives, and flavors). For more details, see: Federal Register Final Rule – 62 FR 49826 September 23, 1997." (https://www.govinfo.gov/content/pkg/FR-1997-09-23/pdf/97-24739.pdf)

Walgreen Nationwide Distribution

36. On information and belief, Walgreen has designed, controlled, and overseen a national production and distribution network from the company's headquarters in Illinois.

37. On information and belief, Walgreen operates storefronts in all 50 states.

38. Below is a screenshot taken from the Walgreen website on December, 24, 2020 showing the total number of retail stores operating throughout the country as of August 2020.

Store Count by State

Total Drugstores - 9,021

Through August 31, 2020

Includes all 50 states, the District of Columbia, Puerto Rico and U.S. Virgin Islands

Alabama	151	Maine	79	Oklahoma	116
Alaska	11	Maryland	154	Oregon	73
Arizona	234	Massachusetts	249	Pennsylvania	115
Arkansas	79	Michigan	232	Rhode Island	46
California	586	Minnesota	153	South Carolina	150
Colorado	169	Mississippi	83	South Dakota	14
Connecticut	116	Missouri	208	Tennessee	271
Delaware	62	Montana	13	Texas	701
Florida	820	Nebraska	56	Utah	56
Georgia	270	Nevada	83	Vermont	32

39. Walgreen sells its Products in its' numerous storefronts, online via Walgreens.com and on the Walgreen mobile app, a direct-to-consumer e-commerce application for consumers to purchase Walgreen brand Products.

40. On information and belief, Walgreen controls its entire e-commerce operation from its technology office located in Chicago, Illinois.

41. Upon information and belief, Walgreen hired Fareva, a French manufacture to produce Walgreen private label products.

The nondisclosure of Gelatin has caused harm to consumers

42. While Walgreen does not disclose the use of gelatin on the label, Centrum Women, the comparable product to Walgreens Multivitamin Women, discloses the use of gelatin clearly.

43. Consumers who purchased and continue to purchase the Product do so on the basis that it does not contain gelatin and would not have purchased the product had the Defendant disclosed the use of gelatin in its product.

44. Plaintiff specifically cannot consume gelatin due to its allergenic characteristics and has suffered allergic reactions stemming from her consumption of the Product.

45. Plaintiff can also not consume gelatin due to religious restrictions.

46. Allergic reactions to gelatin included swelling of the lips and throat, lightheadedness, and dizziness.

47. Other class members who are conscious consumers and avoid gelatin, do so for a variety of different reasons such as allergic reactions, religious, dietary, or moral principles.

48. These types of consumers have been harmed by the nondisclosure of its use in the Product because they have unwillingly ingested gelatin which caused allergic reactions, goes against their religious beliefs, dietary restraints, and/or moral principles.

CLASS ACTION ALLEGATIONS

49. Plaintiff brings this action on behalf of herself and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of a nationwide class she seeks to represent, defined as:

> All U.S. residents who have purchased Walgreens Multivitamin Women (the "Products(s)") from November 2, 2015 through the final disposition of this and any and all related actions (collectively, the "Class") for personal use and not for resale.

50. As used herein, the term "Class Members" shall mean and refer to the members of the Class described above.

51. Plaintiff reserves the right to amend the Class definition, and to add subclasses, as warranted by facts discovered.

52. Excluded from the Class are Walgreen; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge(s) to whom this case is assigned and any immediate family members thereof.

53. Class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

54. **Numerosity—Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous that joinder is impracticable. Upon information and belief, there are millions of individual purchasers of the Products. The precise number of class members is unknown to Plaintiff, but may be ascertained, including by objective criteria. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods.

55. **Commonality and Predominance—Federal Rules of Civil Procedure 23(a)(2) & 23(b)(3).** This action involves common questions of law or fact, which predominate over any questions affecting individual members of the Class. Common questions include:

(a) Whether Walgreen represented and continues to represent that certain Walgreen products are gelatin free;

(b) Whether Walgreen represented and continues to represent that certain Walgreen products are comparable to Centrum products;

(c) Whether Walgreen marketing representations are false, deceptive, and misleading;

(d) Whether Walgreen representations are likely to deceive a reasonable consumer;

(e) Whether Walgreen had knowledge that its representations were false, deceptive, and misleading;

(f) Whether Walgreen continues to disseminate its representations despite knowledge that the representations are false, deceptive, and misleading;

(g) Whether a representation that a product does not contain gelatin is material to a reasonable consumer who cannot consume gelatin;

(h) Whether a representation that a product is gelatin free is material to a reasonable consumer of products;

(i) Whether Walgreen violated New York General Business Law § 349, *et seq.;*

(j) Whether Walgreen violated New York General Business Law § 350. *et seq*;

(k) Whether Walgreen breached a contractual obligation to Plaintiff and members of the Class; and

(l) Whether Plaintiff and members of the Class are entitled to declaratory and injunctive relief.

56. Walgreen engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff individually and on behalf of the other members of the Class. Identical statutory violations and business practices and harms are involved. Individual questions, if any, are not prevalent in comparison to the numerous common questions that dominate this action.

57. **Typicality—Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the claims of the other members of the Class because, among other things, all members of the Class were comparably injured through the uniform misconduct described above and were subject to Walgreen's false, deceptive, misleading, and unfair labeling and marketing practices, including the false claims that the Products are safe and/or quality. Further, there are no defenses available to Walgreen unique to individual Class Members.

58. **Adequacy of Representation—Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate representative of the members of the Class because her interests do not conflict with the interests of the other members of the Class she seeks to represent; she has retained competent counsel with experience in complex class action litigation; and Plaintiff will prosecute this action vigorously. Class Members' interests will be fairly and adequately protected by Plaintiff and her counsel.

59. **Declaratory and Injunctive Relief—Federal Rule of Civil Procedure 23(b)(2).** Walgreen has acted or refused to act on grounds generally applicable to Plaintiff and other members of the Class, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the members of the Class as a whole.

60. **Superiority—Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other members of the Class are relatively small compared to the burden and expense that would be required to individually litigate their claims against Walgreen, so it would be impracticable for members of the Class to seek redress for Walgreen's wrongful conduct on an individual basis. Individualized litigation would also pose the threat of significant administrative burden to the court system. Individual cases would create the potential for inconsistent or contradictory judgments and would increase delay and expense to all parties and the court system. By contrast the class action device presents far fewer management difficulties and provides the streamlined benefits of singular adjudication and comprehensive supervision by one court. Given the similar nature of the class members' claims, the Class will be easily managed by the Court and the parties and will

be managed more efficiently in this integrated class action than through multiple separate actions in the various states.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Breach of Contract:

Plaintiff and Class Members Who Purchased Walgreens Multivitamin Women

61. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

62. During the Class Period, Walgreen offered the Products to Plaintiff and Class Members.

63. Walgreen breached its promise of providing a gelatin free alternative to Centrum Women by not disclosing all ingredients (i.e. gelatin).

64. Walgreen directly benefitted from, and is being unjustly enriched by, its breach of its promise to disclose all ingredients contained in a product.

65. As a result of Walgreen's breach of its promise to provide natural goods, Plaintiff and the Class Members have been harmed and have suffered damages in an amount to be determined by this Court but at least $5,000,000, plus interest on all liquidated sums.

SECOND CLAIM FOR RELIEF

Violation of New York's General Business Law § 349 *et seq.*

Deceptive Acts and Practices Unlawful.

66. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

67. Plaintiff brings this claim for relief pursuant to the New York's General Business Law

68. Walgreen's conduct violated the N.Y. Gen. Bus. Law § 349, which prohibits "Deceptive acts or practices in the conduct of any business, trade or commerce . . . ."

69. Walgreen is conducting "business," as defined N.Y. Gen. Bus. Law § 349.

70. Plaintiff and the Class Members are "in the conduct of business" within the meaning of N.Y. Gen. Bus. Law § 349.

71. Plaintiff and the Class Members purchased the Products for personal, family, and household purposes as meant by UCC §2-103.

72. Each purchase of the Products by Plaintiff and each Class Member constitutes "business" within the meaning of N.Y. Gen. Bus. Law § 349.

73. In fact, Plaintiff and the Class Members relied upon the marketing statements and misrepresentations to their detriment because they unwillingly ingested gelatin and paid for a product misrepresented as a gelatin free generic version of Centrum Women.

74. Walgreen's conduct is ongoing and, unless restrained, likely to recur.

75. Plaintiff, on behalf of herself and Class Members, seeks injunctive relief prohibiting Walgreen from engaging in the misconduct described herein.

76. Plaintiff seeks attorneys' fees and costs as allowed by law.

77. On December 8, 2020 Plaintiff sent a notice letter to Walgreen, a copy of which is attached hereto as Exhibit A. If Walgreen fails to provide appropriate relief for its violations of N.Y. Gen. Bus. Law § 349 within reasonable notice of receipt of Plaintiff's notification, in accordance with New York State Civil Practice Law and Rules § 904, Plaintiff and the Class are entitled, and Plaintiff will amend the Compliant accordingly, to recover or obtain any of the following relief for Walgreen's violations of N.Y. Gen. Bus. Law § 349:

a) actual damages under New York State Civil Practice Law and Rules § 909;

b) restitution of property under New York State Civil Practice Law and Rules § 909:

c) punitive damages under New York State Civil Practice Law and Rules § 909 and because Walgreen has engaged in fraud, malice or oppression;

d) attorneys' fees and costs under New York State Civil Practice Law and Rules § 909; and

e) any other relief the Court deems proper under New York State Civil Practice Law and Rules § 909.

78. Plaintiff has prepared and attached a declaration as Exhibit B stating facts showing this action has been commenced in a court described as a proper place for the trial of the action.

THIRD CLAIM FOR RELIEF

For Violation of New York's General Business Law § 350 *et seq.*

False Advertising Unlawful.

79. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

80. New York's General Business Law § 350 *et seq.,* prohibits various deceptive practices in connection with the dissemination in any manner of representations which are likely to deceive members of the public to purchase products such as the Products.

81. Walgreen acts and practices as described herein have deceived and/or are likely to deceive Plaintiff and the Class Members. Walgreen uses its website and its storefronts, to extensively market the Product with misleading and untrue marketing representations to consumers.

82. By its actions, Walgreen has been and is disseminating uniform marketing statements concerning the Product, which by their nature are unfair, deceptive, untrue or misleading within the meaning of New York's General Business Law § 350 *et seq*. The statements are likely to deceive and continue to deceive the consuming public for the reasons detailed above.

83. Walgreen intended, and continues to intend, Plaintiff and the Class Members to rely upon the marketing statements and numerous material misrepresentations as set forth more fully elsewhere in this Complaint. In fact, Plaintiff and the Class Members relied upon the marketing statements and misrepresentations to their detriment.

84. The above described false, misleading and deceptive marketing representations Walgreen disseminated continue to have a likelihood to deceive Plaintiff and Class Members.

85. As a result of Walgreen wrongful conduct, Plaintiff and the Class Members have been aggrieved by Walgreen practices in that they purchased the Product based on Walgreen misrepresentations, and Plaintiff on behalf of all Class Members seeks equitable relief requiring

Defendants to refund and restore to Plaintiff and all Class members all monies they paid for the Product in an amount to be determined by this Court but at least $5,000,000, and injunctive relief prohibiting Defendants from engaging in the misconduct described herein.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment

86. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

87. Plaintiff and the Class Members bring this claim in the alternative to their Breach of Contract claims.

88. Walgreen unjustly retained a benefit at the expense of Plaintiff and the Class Members in the form of substantial revenues and payments from Plaintiff and the Class Members for the Products and from Walgreen's conduct in misrepresenting that the Products are a gelatin free generic version of Centrum Women.

89. It would be unjust and inequitable for Walgreen to retain the benefits Walgreen received and continues to receive from Plaintiff and the Class Members, absent repayment to Plaintiff and the Class Members for the price they paid in exchange for Products falsely represented as a gelatin free generic version of Centrum Women.

90. It would be unjust and inequitable for Walgreen to retain the benefits Walgreen received and continues to receive from Plaintiff and the Class Members, absent full repayment to Plaintiff and the Class Members who purchased Walgreens Multivitamin Women.

91. Plaintiff and the Class Members have no adequate remedy at law.

92. Plaintiff seeks restitution, disgorgement, and/or constructive trust on all of the inequitable payments and profits Walgreen retained from Plaintiff and the Class Members in an amount to be determined by this Court but at least $5,000,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class, prays for:

A. An order certifying the Class and appointing Plaintiff as the representative of the Class, and appointing counsel of record for Plaintiff as counsel for the Class;

B. Declaratory and injunctive relief as permitted by law or equity, including enjoining Walgreen from continuing the unlawful practices described herein, and directing Walgreen to identify, with Court supervision, victims of the misconduct and pay them restitution and disgorgement of all profits and unjust enrichment Walgreen acquired by means of any business practice declared by this Court to be unlawful, unfair, and fraudulent;

C. An Order for Walgreen to engage in a corrective advertising campaign;

D. Damages in an amount to be determined by this Court but at least $5,000,000;

E. Restitution, disgorgement, and/or constructive trust on all of the inequitable payments and profits Walgreen retained from Plaintiff and the Class Members in an amount to be determined by this Court but at least $5,000,000;

F. Attorneys' fees, per New York State Civil Practice Law and Rules § 909;

G. Expenses and costs of this action;

H. Pre-judgment and post-judgment interest; and

I. Such other and further relief as the Court may deem just and proper.

Dated: December 24, 2020

By /s/ Anil Dass

Anil Dass, Esq.
LAW OFFICES OF ANIL DASS
42-27 Gleane Street
Elmhurst, NY 11373
Tel: (347) 255-0180
Email: anildass@earthlink.net

JURY DEMAND

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

Dated: December 24, 2020

By /s/ Anil Dass

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