

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

**TAMPA DIVISION**

DENA FIELDS, individually and on  
behalf of all others similarly situated,

Plaintiff,

- against -

WALMART INC.,

Defendant

Class Action Complaint

Jury Trial Demanded

Plaintiff Dena Fields (“Plaintiff”) alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. Walmart Inc. (“Defendant”) sells cut up pears, pineapples and peaches “In 100% Juice” single-serving cups, described as “Mixed Fruit in 100% juice” under the Great Value brand (“Product”).



2. The packaging contains pictures of whole and cut pears, pineapples and peaches on a straw mat with a visible cup full of fruit pieces in what appears to be only juice.

3. Unfortunately for consumers, “Mixed Fruit in 100% juice” is misleading because the fruit pieces are served in a solution containing more added water than juice along with additives such as natural flavor and the chemical ingredient of ascorbic acid.

## **I. CHEMICALS AND ADDITIVES IN FOOD**

4. Recent surveys have shown that consumers want to know more about the ingredients in the food and beverages they consume.<sup>1</sup>

5. This is especially important when it comes to the use of chemicals and additives, according to the International Food Information Council (“IFIC”).

6. One poll showed that almost all consumers rated chemicals in food among their top three concerns, higher than foodborne illness from bacteria.

7. Slightly more than half of Americans believe additives pose a serious health risk.<sup>2</sup>

8. This behavior makes sense, as studies have confirmed negative health effects linked with consumption of ultra-processed foods (“UPF”) laden with

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<sup>1</sup> Tom Neltner, Environmental Defense Fund, Chemicals Policy Director, [Chemicals in food continue to be a top food safety concern among consumers](#), Food Navigator, Sept. 20, 2021.

<sup>2</sup> Cary Funk et al., [Public Perspectives on Food Risks](#), Pew Research Center, Nov. 19, 2018.

chemical additives.<sup>3</sup>

9. According to one observer, “Our foods are laden with additives that are meant to enhance flavor, color and shelf life that research has shown are either bad for people to consume or inconclusively so.”<sup>4</sup>

10. Giustra echoed consumer concern that “Packaged and processed foods are scary [because] It’s nearly impossible to keep up with which ingredients are safe to eat and which ones cause some kind of harm.”

## II. CONSUMER DEMAND FOR “REAL” INGREDIENTS

11. According to ingredient supplier Corbion, consumer awareness of the potentially harmful effects of food additives means they are increasingly buying foods that “use ‘real’ ingredients, which is to say, those that are recognizable to consumers,” like 100 percent fruit juice.<sup>5</sup>

12. Another ingredient supplier observed that “Consumer[s] are drawn to naturally occurring ingredients,” like 100% juice.

13. This is because such shoppers feel more comfortable when the foods they buy contain ingredients they “would find in their own kitchen cupboards,” instead

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<sup>3</sup> Bhavana Kunkalika, [Processed danger: Industrial food additives and the health risks to children](#), News-Medical.net, May 23, 2023 (citing recent study in the Journal of the Academy of Nutrition and Dietetics, researchers explore the potential adverse health effects on children due to the use of industrial additives in processed food).

<sup>4</sup> Frank Giustra, [You Might Be Surprised by What’s in Your Food](#), Modern Farmer, Feb. 8, 2021.

<sup>5</sup> John Unrein, [Ingredients on Alert: How Consumer Demand is Influencing Baking’s Future](#), Bake Mag, Aug. 19, 2020.

of chemical additives.

14. Consumer research company Mintel attributed this demand for “real ingredients” in part due to media attention focused on lack of transparency in the food industry.<sup>6</sup>

15. Surveys consistently show that consumers view foods made without chemicals or additives as natural and healthier.

### III. LEGAL BACKGROUND

16. Research shows that “consumers initially [] rely on extrinsic cues such as visual information on labels and packaging to evaluate [any] product,” thereby “develop[ing] sensory expectations” about attributes such as composition, taste and the source of that taste.<sup>7</sup>

17. Consistent with these principles, Congress adopted the Federal Food, Drug and Cosmetic Act (“FFDCA”) in 1938, which set standards and regulations for what companies were required to tell consumers about food and beverages they sell.  
21 U.S.C. § 301 *et seq.*

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<sup>6</sup> Lynn Dornblaser, Director, Innovation & Insight, Mintel, “Clean Label: Why this Trend is Important Now,” 2017.

<sup>7</sup> Lancelot Miltgen et al., “Communicating Sensory Attributes and Innovation through Food Product Labeling,” *Journal of Food Products Marketing*, 22.2 (2016): 219-239; Helena Blackmore et al., “A Taste of Things to Come: The Effect of Extrinsic and Intrinsic Cues on Perceived Properties of Beer Mediated by Expectations,” *Food Quality and Preference*, 94 (2021): 104326; Okamoto and Ippaita, “Extrinsic Information Influences Taste and Flavor Perception: A Review from Psychological and Neuroimaging Perspectives,” *Seminars in Cell & Developmental Biology*, 24.3, Academic Press, 2013.

18. Florida adopted these laws in their entirety through its Food Safety Act (“FSA”) and accompanying regulations. Fla. Stat. § 500.01 *et seq.*; Fla. Stat. § 500.02(2) (“Provide legislation which shall be uniform, as provided in this chapter, and administered so far as practicable in conformity with the provisions of, and regulations issued under the authority of, the [FFDCA].”); FL Admin Code § 5K-4.002(1)(d) (adopting 21 C.F.R. Parts 101 and 102).

19. These laws consider a food “misbranded” and misleading if its labeling is false or misleading in any particular. 21 U.S.C. § 343(a); Fla. Stat. § 500.11(1)(a).

20. One way a product can be considered “misbranded” is if it has a misleading “common or usual name.” 21 U.S.C. § 343(a); Fla. Stat. § 500.11(1)(i)(1.).

21. The “common or usual name” must “accurately identif[y] or describe[s], in as simple and direct terms as possible, the basic nature of the food or its characterizing properties or ingredients.” 21 C.F.R. § 102.5(a); FL Admin Code § 5K-4.002(1)(d)

#### **IV. “MIXED FRUIT IN 100% JUICE” MISLEADING**

22. The representations that the mixed fruit is served “in 100% juice” is false, deceptive, and misleading, because instead of fruit served only in juice, consumers get other unexpected ingredients, revealed by the fine print of the ingredient list on the bottom of the package.



**INGREDIENTS:** DICED PEACHES, WATER, DICED PEARS, WHITE GRAPE JUICE CONCENTRATE, PINEAPPLE SEGMENTS, NATURAL FLAVOR, LEMON JUICE CONCENTRATE, ASCORBIC ACID (VITAMIN C) TO PROTECT COLOR.

23. In addition to the mixed fruit of peaches, pears and pineapples and 100% juices of white grape juice concentrate and lemon juice concentrate, the Product contains added “Water...Natural Flavor...[and] Ascorbic Acid (Vitamin C) to Protect Color.”

24. By using water and natural flavor, consumers get significantly less of the 100% juice prominently displayed on the label.

25. The predominant ingredient by weight after peaches is not 100% fruit juice, but water.

26. Despite the claims the mixed fruit was served in “100% juice,” the juice



contains additives like natural flavor and ascorbic acid.

27. These laboratory-created ingredients are what consumers seeing “100% juice” are trying to avoid.

28. While “natural flavor” is defined as the essential oils or extractives obtained from fruit juice, it is not fruit juice. 21 C.F.R. § 101.22(a)(3).

29. Though “ascorbic acid” is the chemical and synthetic version of vitamin C, originally obtained from fruits, the ascorbic acid used in the Product is not from fruit juice but derived from glucose through industrial processing. 21 C.F.R. § 182.3013 in Subpart D – Chemical Preservatives.

30. Consumers are misled to expect the mixed fruit would be contained within only 100% juice, instead of mostly water combined with additives like “natural flavor” and “ascorbic acid.”

31. The Product’s “common or usual name” of “Mixed Fruit in 100% juice” is misleading because it does not “accurately identif[y] or describe[s], in as simple and direct terms as possible, the basic nature of the food or its characterizing properties or ingredients.” 21 C.F.R. § 102.5(a); FL Admin Code § 5K-4.002(1)(d)

32. The Product’s “common or usual name” of “Mixed Fruit in 100% juice” is misleading because its name includes “mixed fruit” and “100% juice” but does not mention the liquid is mostly added water, along with natural flavor and ascorbic acid, even though these components are listed in the ingredients. 21 C.F.R. §

101.18(b).

33. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than approximately \$1.88 for four 4 oz cups, excluding tax and sales, higher than similar products, represented in a non-misleading way, and higher than it would be sold for absent the misleading representations and omissions.

### **JURISDICTION**

34. Jurisdiction is based on the Class Action Fairness Act of 2005 (“CAFA”). 28 U.S.C. § 1332(d)(2).

35. The aggregate amount in controversy exceeds \$5 million, including any statutory or punitive damages, exclusive of interest and costs.

36. Plaintiff is a citizen of Florida.

37. Defendant is a citizen of Delaware based on its corporate formation.

38. Defendant is a citizen of Arkansas based on its principal place of business.

39. The class of persons Plaintiff seeks to represent includes persons who are citizens of a different state from which Defendant is a citizen.

40. The members of the proposed class Plaintiff seeks to represent are more than one hundred, because the Product has been sold at the approximately 386 Walmart stores in this State and online to citizens of this State.



41. The Court has jurisdiction over Defendant because it transacts business within Florida and sells the Product to consumers within Florida from the approximately 386 Walmart stores in this State and online to citizens of this State.

42. Defendant transacts business in Florida, through the sale of the Product to citizens of Florida from the approximately 386 Walmart stores in this State and online to citizens of this State.

43. Defendant has committed tortious acts within this State through the distribution and sale of the Product, which is misleading to consumers in this State.

44. Defendant has committed tortious acts outside this State by labeling, representing and selling the Product in a manner which causes injury to consumers within this State by misleading them as to its contents, amount and/or quality, by regularly doing or soliciting business, or engaging in other persistent courses of conduct to sell the Product to consumers in this State, and/or derives substantial revenue from the sale of the Product in this State.

45. Defendant has committed tortious acts outside this State by labeling the Product in a manner which causes injury to consumers within this State by misleading them as to its contents, amount and/or quality, through causing the Product to be distributed throughout this State, such that it expects or should reasonably expect such acts to have consequences in this State and derives substantial revenue from interstate or international commerce.

## **VENUE**

46. Venue is in this District with assignment to the Tampa Division because a substantial part of the events or omissions giving rise to these claims occurred in Hillsborough County, which is where Plaintiff's causes of action accrued.

47. Plaintiff purchased, used and/or consumed the Product in reliance on the labeling identified here in Hillsborough County.

48. Plaintiff first became aware the labeling was false and misleading in Hillsborough County.

49. Plaintiff resides in Hillsborough County.

## **PARTIES**

50. Plaintiff Dena Fields is a citizen of Hillsborough County, Florida.

51. Defendant Walmart Inc. is a Delaware corporation with a principal place of business in Arkansas.

52. Walmart is an American multinational retail corporation that operates a chain of over 5,000 supercenters throughout the nation, with almost four hundred in Florida, selling everything from furniture to electronics to groceries.

53. While Walmart sells leading national brands of products, it also sells many products under one of its private label brands, Great Value.

54. Private label products are made by third-party manufacturers and sold under the name of the retailer, or its sub-brands.

55. Previously referred to as “generic” or “store brand,” private label products have increased in quality, and often are superior to their national brand counterparts.

56. Products under the Great Value brand have an industry-wide reputation for quality.

57. In releasing products under the Great Value brand, Defendant’s foremost criteria was to have high-quality products that were equal to or better than the national brands.

58. Walmart gets national brands to produce its private label items due its loyal customer base and tough negotiating.

59. Private label products under the Great Value brand benefit by their association with consumers’ appreciation for the Walmart brand overall.

60. That Great Value branded products met this high bar was proven by focus groups, which rated them above their name brand equivalent.

61. A survey by The Nielsen Co. “found nearly three out of four American consumers believe store brands [like Great Value] are good alternatives to national brands, and more than 60 percent consider them to be just as good.”

62. Private label products generate higher profits for retailers like Walmart because national brands spend significantly more on marketing, contributing to their higher prices.

63. The development of private label items is a growth area for Walmart, as they select only top suppliers to develop and produce Great Value products.

64. Plaintiff purchased the Product between August 2019 and the present, at Walmart locations in Hillsborough County, and/or other areas.

65. Plaintiff is like most consumers who tries to avoid additives based on a belief that they are potentially harmful, not natural and unhealthy.

66. Like most Americans, Plaintiff prefers to buy foods which prominently represent that their components are the types of ingredients she will have at home and is familiar with, like fruit and 100% juice.

67. Plaintiff read and relied on the label statements of “Mixed Fruit in 100% juice” and “In 100% Juice,” the pictures of the whole and cut up fruits, and the cut-up fruits inside the visible container, which appeared to show only 100% juice.

68. Plaintiff did not expect that in addition to the pictured fruits and juice, the Product’s main liquid ingredient would not be juice but water.

69. Plaintiff did not expect that in addition to the pictured fruits and juice, the Product would contain the additives of natural flavor and synthetic ascorbic acid.

70. Plaintiff bought the Product at or exceeding the above-referenced price.

71. Plaintiff paid more for the Product than she would have had she known it did not only contain mixed fruit and 100% juice, as she would not have bought it or would have paid less.

72. The Product was worth less than what Plaintiff paid, and she would not have paid as much absent Defendant's false and misleading statements and omissions.

### **CLASS ALLEGATIONS**

73. Plaintiff seeks to represent the following class:

All persons in the State of Florida who purchased the Product in Florida during the statutes of limitations for each cause of action alleged.

74. Common questions of issues, law, and fact predominate and include whether Defendant's representations were and are misleading and if Plaintiff and class members are entitled to damages.

75. Plaintiff's claims and basis for relief are typical to other members because all were subjected to the same unfair, misleading, and deceptive representations, omissions, and actions.

76. Plaintiff is an adequate representative because her interests do not conflict with other members.

77. No individual inquiry is necessary since the focus is only on Defendant's practices and the class is definable and ascertainable.

78. Individual actions would risk inconsistent results, be repetitive and are impractical to justify, as the claims are modest relative to the scope of the harm.

79. Plaintiff's counsel is competent and experienced in complex class action

litigation and intends to protect class members' interests adequately and fairly.

## CAUSES OF ACTION

### COUNT I

Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"),  
Fla. Stat. § 501.201, et seq.

80. Plaintiff incorporates by reference paragraphs 1-33.

81. The purpose of FDUTPA is to protect consumers against unfair and deceptive practices.

82. This includes "making state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection." Fla. Stat. § 501.202(3).

83. The labeling of the Product violated FDUTPA because the representation it was "Mixed Fruit in 100% Juice" when it contained added water, natural flavor and ascorbic acid was unfair and deceptive to consumers. Fla. Stat. § 501.204(1).

84. The labeling of the Product violated FDUTPA because the representation it was "Mixed Fruit in 100% Juice" when it contained added water, natural flavor and ascorbic acid was contrary to the Food Safety Act, which adopted the FFDCA and accompanying regulations.

85. The FFDCA and its regulations prohibit consumer deception by companies in the labeling of food. Fla. Stat. § 501.203(3)(c).

86. Plaintiff believed the Product only contained mixed fruit and 100% juice.

87. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that in addition to mixed fruit and 100% juice, it contained added water and the additives of natural flavor and the chemical ingredient of ascorbic acid.

88. Plaintiff seeks to recover for economic injury and/or loss she sustained based on the misleading labeling and packaging of the Product, a deceptive practice under this State's consumer protection laws, by paying more for it than she otherwise would have.

89. Plaintiff will produce evidence showing how she and consumers paid more than they otherwise would have paid for the Product, relying on Defendant's representations, using statistical and economic analyses, hedonic regression, and other advanced methodologies.

90. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

## **COUNT II**

### False and Misleading Advertising,

### Fla. Stat. § 817.41

91. Plaintiff incorporates by reference paragraphs 1-33.

92. Defendant made misrepresentations and omissions of material fact, that the Product only contained mixed fruit and 100% juice even though it had added water and the additives of natural flavor and the chemical ingredient of ascorbic acid,



through its advertisements and marketing in various forms of media, product packaging and descriptions, and targeted digital advertising.

93. Defendant's false and deceptive representations and omissions are material in that they are likely to influence consumer purchasing decisions.

94. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that mixed fruit and 100% juice meant mixed fruit, 100% juice, more added water than any specific juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

95. Defendant knew these statements and omissions were false and/or misleading.

96. Defendant intended for consumers to rely on its false statements and omissions for the purpose of selling the Product.

97. Plaintiff and class members did in fact rely upon these statements.

98. Reliance was reasonable and justified because of Great Value's reputation as a household name, honestly marketed to consumers.

99. As a result of Defendant's misrepresentations, Plaintiff and class members suffered damages in the amount paid for the Product and the premium amount paid.

**COUNT III**  
**Breach of Express Warranty**

100. Plaintiff incorporates by reference paragraphs 1-33.

101. The Product was manufactured, identified, marketed, and sold by Defendant and expressly warranted to Plaintiff and class members that it only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

102. Defendant directly marketed the Product to Plaintiff and consumers through its advertisements and marketing, through various forms of media, on the packaging, in print circulars, direct mail, and/or targeted digital advertising.

103. Defendant knew the product attributes that potential customers like Plaintiff were seeking, such as foods without additives, with ingredients they were familiar with, like fruit and 100% juice and developed its marketing and labeling to directly meet those needs and desires.

104. Defendant's representations affirmed and promised that the Product only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

105. Defendant described the Product so Plaintiff and consumers believed it only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid, which became part of the basis of the bargain that it

would conform to its affirmations and promises.

106. Plaintiff recently became aware of Defendant's breach of the Product's express warranty.

107. Plaintiff provided or will provide notice to Defendant, its agents, representatives, retailers, and/or their employees.

108. Plaintiff hereby provides notice to Defendant that it breached the Product's express warranty.

109. Defendant received notice and should have been aware of these issues due to complaints by third parties, including regulators, competitors, and consumers, to its main offices, and by consumers through online forums.

110. The Product did not conform to its affirmations of fact and promises due to Defendant's actions, because it did not contain only mixed fruit and 100% juice, because it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

111. Plaintiff and class members would not have purchased the Product or paid as much if the true facts had been known, suffering damages.

**COUNT IV**  
Fraud

112. Plaintiff incorporates by reference paragraphs 1-33.

113. Plaintiff satisfied the requirements of fraud by establishing relevant elements with sufficient particularity.

114. WHO: Defendant, Walmart, made material misrepresentations and/or omissions of fact in its advertising and marketing of the Product by representing it only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

115. WHAT: Defendant's conduct was and continues to be fraudulent because it deceives consumers into believing the Product only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

116. Defendant omitted telling consumers the Product did not only contain mixed fruit and 100% juice because it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

117. Defendant knew or should have known this information was material to all reasonable consumers and impacts their purchasing decisions.

118. Defendant conducted research on consumer purchasing habits and knew almost all consumers seek to avoid products with additives and prefer ingredients they are familiar with, like mixed fruit and 100% juice.

119. Defendant highlighted these attributes in selling the Product to consumers.

120. The records Defendant is required to maintain, and/or the information

inconspicuously disclosed to consumers, provided it with actual and constructive knowledge of this falsity and deception, through statements and omissions.

121. Yet, Defendant has represented and/or continues to represent that the Product only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

122. WHEN: Defendant made these material misrepresentations and/or omissions detailed herein, continuously throughout the applicable class period and through the filing of this Complaint.

123. WHERE: Defendant's material misrepresentations and omissions, that the Product only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid, were made in the advertising and marketing of the Product, on the front of the packaging, which all consumers buying would inevitably see and take notice of.

124. HOW: Defendant made written and visual misrepresentations and omissions in the advertising and marketing of the Product, that it only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid.

125. And as discussed in detail throughout this Complaint, Plaintiff and class

members read and relied on Defendant's representations and omissions before purchasing the Product.

126. WHY: Defendant misrepresented that the Product only contained mixed fruit and 100% juice even though it had more added water than any individual juice and the additives of natural flavor and the chemical ingredient of ascorbic acid, for the express purpose of inducing Plaintiff and class members to purchase the Product at a substantial price premium, in part based on consumer demand for foods without additives and with ingredients they were familiar with.

127. Moreover, Defendant's use of added water, natural flavor and ascorbic acid allowed it to use smaller amounts of 100% juice, the attributes it highlights on the label.

128. The added water replaces the juice to make it seem like there is more juice.

129. The added natural flavor makes the water taste more like the juice highlighted on the label.

130. As such, Defendant profited by selling the misrepresented Product to thousands of consumers throughout this State.

Jury Demand and Prayer for Relief

Plaintiff demands a jury trial on all issues.

**WHEREFORE**, Plaintiff prays for judgment:

1. Declaring this a proper class action, certifying Plaintiff as representative and the undersigned as counsel for the class;
2. Awarding monetary damages and interest;
3. Awarding costs and expenses, including reasonable fees for Plaintiff's attorneys and experts; and
4. Other and further relief as the Court deems just and proper.

Dated: September 12, 2023

Respectfully submitted,

/s/ William Wright

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willwright@wrightlawoffice.com

*Notice of Lead Counsel Designation:*

*Lead Counsel for Plaintiff*

William Wright

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*Counsel for Plaintiff*

*\*Pro Hac Vice Application Forthcoming*



CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Dena Fields, individually and on behalf of all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West Palm Beach FL 33401-4326, (561) 514-0904

DEFENDANTS

Walmart Inc.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

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

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status. Includes options for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, and Foreign Nation.

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

Click here for: Nature of Suit Code Descriptions .

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, LABOR, IMMIGRATION, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

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

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332. Brief description of cause: False advertising

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE September 12, 2023 SIGNATURE OF ATTORNEY OF RECORD /s/ William Wright

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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

UNITED STATES DISTRICT COURT

for the
Middle District of Florida

Dena Fields, individually and on behalf of all others
similarly situated,

Plaintiff(s)

v.

Walmart Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Walmart Inc.
c/o The Corporation Trust Company
1209 N Orange St
Wilmington DE 19801-11210

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: The Wright Law Office, P.A., 515 N Flagler Dr Ste P300 West Palm Beach FL 33401-4326, (561) 514-0904

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: