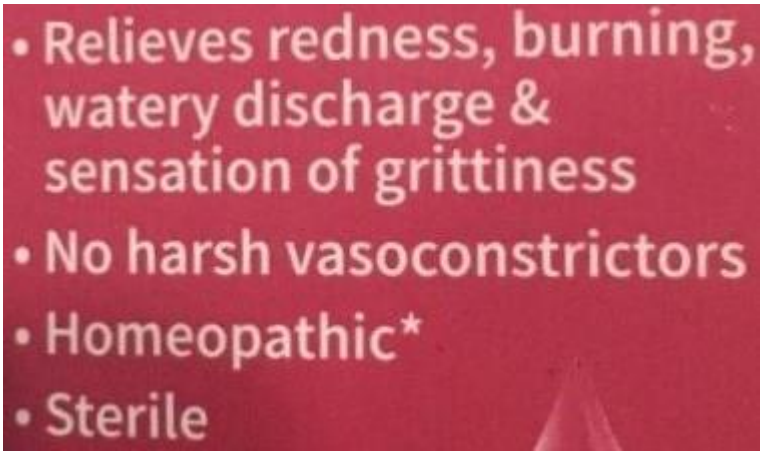
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MANDY WELLS, individually and on behalf of all others similarly situated, Plaintiff, - against - WALGREENS BOOTS ALLIANCE, INC., Defendant	Class Action Complaint Jury Trial Demanded

Plaintiff Mandy Wells ("Plaintiff") alleges upon information and belief, except for allegations about Plaintiff, which are based on personal knowledge:

1. Walgreens Boots Alliance, Inc. ("Defendant"), sells "Pink Eye Drops" represented as able to "Relieve[] redness, burning, watery discharge & sensation of grittiness," with "No harsh vasoconstrictors," "Homeopathic,*" and "Sterile" under the Walgreens brand ("Product").



2. The Product's website further describes it as useful and effective "For irritation, dryness, and burning" and to "[T]emporarily relieve minor eye symptoms: excessive watery (clear) discharge, sensation of grittiness, redness and burning."

3. The representations are false, deceptive and misleading for numerous reasons.

I. LEGAL BACKGROUND

4. In response to consumer outcry based on an unregulated environment where dangerous drugs were sold to the public, the Pure Food and Drug Act of 1906 ("PFDA") established minimum standards of safety and disclosure to protect the public.

5. These requirements by the Federal Food, Drug and Cosmetic Act ("FFDCA") in 1938, which set standards for what companies were required to tell the public about over-the-counter ("OTC") drugs. 21 U.S.C. § 301 *et seq*.; 21 C.F.R. Parts 200 and 300.

6. Florida adopted these laws in their entirety through its Drug and Cosmetic Act ("DCA") and accompanying regulations. Fla. Stat. § 499.001 *et seq*.; Fla. Stat. § 499.002(b) ("Provide uniform legislation to be administered so far as practicable in conformity with the provisions of, and regulations issued under the authority of, the [FFDCA] and that portion of the Federal Trade Commission Act which expressly prohibits the false advertisement of drugs, devices, and

cosmetics."); Fla. Admin. Code Chapter 61N-1 ("Regulations for Drugs, Devices and Cosmetics"); Fla. Admin. Code R. 61N-1.001 *et seq*.; Fla. Admin. Code R. 61N-1.006(1) ("The department adopts and incorporates by reference the labeling requirements for prescription drugs and over-the-counter drugs as set forth in the federal act at 21 U.S.C. [§§] 301 et seq. and in Title 21 Code of Federal Regulations Parts 1-1299").

7. These laws were adopted by this State so its citizens could make informed decisions about the OTC drugs they buy.

II. LABELING OF PRODUCT

8. In September 2023, the Food and Drug Administration ("FDA") warned Defendant that the Product was misbranded and adulterated, such that its sale to consumers as safe and effective was false, deceptive and misleading.[1]

9. This was despite labeling the Product as a homeopathic drug with active ingredients measured in homeopathic strengths, because the term "drug" includes articles recognized in the official Homeopathic Pharmacopeia of the United States ("HPUS"), or any supplement to it. 21 U.S.C. § 321(g)(1)(A).

[1] Center for Drug Evaluation and Research ("CDER"), Warning Letter to Walgreens Boots Alliance, Inc., MARCS-CMS 663404, Sept. 11, 2023. The Warning Letter also identified substantially similar eye drops under the Walgreens brand such as "Allergy Eye Drops" and "Stye Eye Drops" which contained substantially similar misbranding and adulteration as the "Pink Eye Drops." Plaintiff reserves her right to include these additional products in any subsequent complaint.

10. The FDA emphasized that "Homeopathic drug products are subject to the same statutory requirements as other drugs," and are prohibited from being adulterated, misbranded, and marketed to the public without approval.

A. Product Marketed as "New Drug"

11. The FDA identified the Product "[a]s an unapproved new drug," even though it was not preceded by a required new drug application. 21 U.S.C. 355(a); 21 U.S.C. § 331(d).

12. By marketing the Product as able to "Relieve[] redness, burning, watery discharge & sensation of grittiness," sold next to approved OTC drugs, consumers will expect it is a drug, as it appears to be "intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease, and/or intended to affect the structure or any function of the body." 21 U.S.C. § 321(g)(1).

13. However, the Product is not generally recognized as safe and effective ("GRASE") to "Relieve[] redness, burning, watery discharge & sensation of grittiness," or provide the other benefits listed on its website, because it has not been evaluated by experts qualified by scientific training and experience to render such a determination. 21 U.S.C. § 321(p)(1).

14. The Product is "misbranded" because its labeling is false or misleading with respect to its ability to relieve the identified symptoms. 21 U.S.C. § 352(a)(1); Fla. Stat. § 499.007(1).

B. Product Not Safe

15. The Product is misbranded because it is marketed to consumers as if it were safe, even though its use poses a public health risk.

16. This is because consumers expect OTC products to be safe when sold to them, because they rely on government agencies to ensure the safety of products.

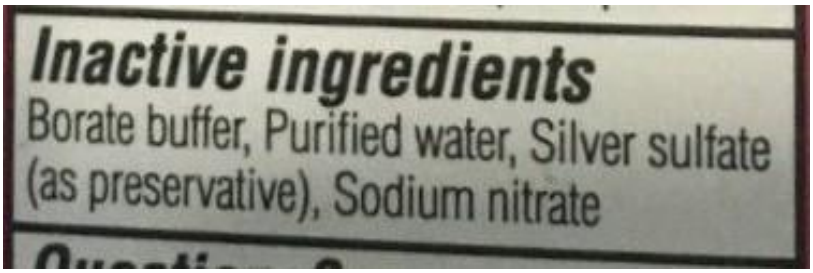
17. The front label representation of "Sterile" confirms to purchasers the Product will be "safe," because this word is defined as free from bacteria or other living microorganisms and totally clean.

18. As an ophthalmic drug product administered into the eyes, the Product poses a greater risk of harm because its route of administration bypasses some of the body's natural defenses.

19. Specifically, the FDA expressed "significant concerns regarding [the] safety" of its use of the preservative, silver sulfate.

20. This ingredient is only disclosed to purchasers in the fine print at the bottom of the side label as part of the Product's Inactive Ingredients.

Inactive ingredients
Borate buffer, Purified water, Silver sulfate (as preservative), Sodium nitrate



21. Even if purchasers reviewed the Product's inactive ingredients, they would not be aware of general medical guidance that "Long term use of medicinal compounds containing silver may cause argyria, which is a blueish-gray discoloration of the skin and eyes that is irreversible."

22. Moreover, "granular deposits of silver in the conjunctiva and cornea may cause decreased night vision."

23. Based on the addition of silver sulfate, the Product's composition is inconsistent with 21 C.F.R. § 200.50(b)(1), under which ophthalmic preservatives must be "suitable and harmless."

24. The representation that the Product has "No harsh vasoconstrictors" tells

consumers it will not contain potentially harmful ingredients which could cause negative and/or harmful side effects.

25. This is because "harsh" is understood consistent with its dictionary definition as unpleasantly rough or jarring to the senses.

26. While average consumers may not know what a vasoconstrictor is, the word constrict is generally understood as to make narrower, especially by encircling pressure.

27. The addition of silver sulfate renders "No harsh vasoconstrictors" false and misleading because this ingredient is known to result in negative and/or harmful side effects which are different from the type caused presumably by "harsh vasoconstrictors."

28. By representing the Product as "Sterile" despite the addition of silver sulfate, consumers are misled as to the Product's safety, because this ingredient is not "suitable and harmless."

C. Product is Adulterated

29. The FDA also warned Defendant that the Product is adulterated based on "significant violations of Current Good Manufacturing Practice ("CGMP") requirements observed at [the factory where it was made]."

30. Federal and state law prohibit the sale of the Product because it is adulterated, as it was "not manufactured in conformance with CGMPs." 21 U.S.C.

§ 351(a)(2)(B); Fla. Stat. § 499.006(3).

31. By introducing and receiving the Product into interstate commerce for sale to consumers, Defendant violated federal and state law which prohibit this.21 U.S.C. §§ 331(a), (c); Fla. Stat. § 499.023.

32. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than no less than approximately $7.99 per 0.33 oz (10 mL), 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

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

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

35. Plaintiff is a citizen of Florida.

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

37. Defendant is a citizen of Illinois based on its principal place of business.

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

39. The members of the proposed class Plaintiff seeks to represent are more

than one hundred, because the Product has been sold at over 800 Walgreens stores in this State and online to citizens of this State.

40. The Court has jurisdiction over Defendant because it transacts business within Florida and sells the Product to consumers within Florida from over 800 Walgreens stores in this State and online to citizens of this State.

41. Defendant transacts business in Florida, through the sale of the Product to consumers within Florida from over 800 Walgreens stores in this State and online to citizens of this State.

42. Defendant has committed tortious acts within this State through the distribution and sale of the Product from over 800 Walgreens stores in this State and online to citizens of this State, which is misleading to consumers in this State.

43. Defendant has committed tortious acts within 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.

44. 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

45. Venue is in this Court with assignment to the Tampa Division because Plaintiff is a resident of Hernando County.

46. Venue is in this Court because a substantial part of the events or omissions giving rise to these claims occurred in Hernando 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 Florida.

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

PARTIES

49. Plaintiff Mandy Wells is a citizen of Hernando County, Florida.

50. Defendant Walgreens Boots Alliance, Inc., is a Delaware corporation with a principal place of business in Illinois.

51. Defendant owns, controls, and operates Walgreens, America's largest chain of pharmacies.

52. With almost nine thousand stores nationwide, Walgreens' annual sales

exceed $72 billion.

53. Walgreens was founded in 1901 by pharmacist Charles R. Walgreen, Sr., who manufactured his own line of drug products to ensure high quality and low prices for the public.

54. Walgreens stores were successful and expanded throughout the Midwest and to the rest of a growing nation.

55. Today, Walgreens sells more than the drug products made by Mr. Walgreen, and offers groceries, household goods, cosmetics, and even small appliances.

56. Consumers have confidence Walgreens is not just looking out for their health, but for their general well-being.

57. Consumers consistently rank Walgreens as giving them the most value for their money, in addition to relying on the advice of their trained staff and pharmacists.

58. According to surveys, the Walgreens brand enjoys a level of public trust equal to or greater than other national pharmacies.

59. While Walgreens sells leading national brands, they also sell many products under their private label brand, Walgreens.

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

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

62. Products under the Walgreens brand have an industry-wide reputation for quality and value.

63. In releasing products under the Walgreens brand, Defendant's foremost criteria was to have high-quality products that were equal to or better than the national brands.

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

65. That Walgreens branded products met this high bar was or would be proven by focus groups, rating them above the name brand equivalent.

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

67. A survey by The Nielsen Co. "found nearly three out of four American consumers believe store brands are good alternatives to national brands, and more than 60 percent consider them to be just as good."

68. Private label products under the Walgreens brand benefit by their association with consumers' appreciation for Walgreens.

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

70. Plaintiff purchased the Product between September 2019 and the present, at Walgreens stores in Lee County.

71. Plaintiff read and relied on the front label which described the Product as able to "Relieve[] redness, burning, watery discharge & sensation of grittiness," with "No harsh vasoconstrictors," "Homeopathic,*" and "Sterile."

72. Plaintiff expected the Product would relieve redness, burning, watery discharge and the sensation of grittiness.

73. The Product did not relieve Plaintiff's redness, burning, watery discharge and the sensation of grittiness.

74. Plaintiff was unaware the Product was ineffective at relieving redness, burning, watery discharge and the sensation of grittiness.

75. Plaintiff expected the Product would be safe, because it was marketed like other OTC drug products in the same aisles at the Walgreens stores, where these types of products were presumably approved by the FDA before being sold to the public.

76. Plaintiff expected the Product would be safe, because it was marketed as "Sterile" and having "No harsh vasoconstrictors."

77. However, the Product was not safe, because it contained ingredients such

as silver sulfate, which cause negative effects in eyes.

78. Plaintiff expected the Product was not adulterated, because the label said "Sterile," and she expected that OTC products sold on the shelves of the nation's largest pharmacy to have been manufactured in a way to prevent harm in the end-user.

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

80. Plaintiff paid more for the Product than she would have had she known it was labeled in a misleading way, was not safe nor effective, as she would not have bought it or would have paid less.

81. 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

82. 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.

83. 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.

84. 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.

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

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

87. 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.

88. 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.*

89. Plaintiff incorporates by reference paragraphs 1-33.

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

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

92. The labeling of the Product violated FDUTPA because the

representations it was able to "Relieve[] redness, burning, watery discharge & sensation of grittiness," with "No harsh vasoconstrictors," "Homeopathic,*" and "Sterile," were false, deceptive, and misleading. Fla. Stat. § 501.204(1).

93. The labeling of the Product violated FDUTPA because the representations, and its sale to the public, was contrary to the DCA, which adopted the FFDCA and accompanying regulations.

94. The FFDCA and its regulations prohibit consumer deception by companies in the labeling of OTC drug products. Fla. Stat. § 501.203(3)(c).

95. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that it was labeled in a misleading way, and was neither safe nor effective.

96. 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.

97. 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 and omissions, using statistical and economic analyses, hedonic regression, and other advanced methodologies.

98. 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 Adverting,
Fla. Stat. § 817.41

99. Plaintiff incorporates by reference paragraphs 1-33.

100. Defendant made misrepresentations and omissions of material fact, that the Product was able to "Relieve[] redness, burning, watery discharge & sensation of grittiness," with "No harsh vasoconstrictors," "Homeopathic,*" and "Sterile," through its advertisements and marketing in various forms of media, product packaging and descriptions, and targeted digital advertising.

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

102. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that it was (1) not able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) not safe nor effective.

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

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

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

106. Reliance was reasonable and justified because of Walgreens' reputation

as an established brand and company, which honestly marketed to consumers.

107. 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

108. Plaintiff incorporates by reference paragraphs 1-33.

109. The Product was manufactured, identified, marketed, and sold by Defendant and expressly warranted to Plaintiff and class members that it was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

110. 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.

111. Defendant knew the product attributes that potential customers like Plaintiff were seeking, such as eye drops which were (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective, and developed its marketing and labeling to directly meet those needs and desires.

112. Defendant's representations affirmed and promised that the Product was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

113. Defendant described the Product so Plaintiff and consumers believed it was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective, which became part of the basis of the bargain that it would conform to its affirmations and promises.

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

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

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

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

118. The Product did not conform to its affirmations of fact and promises due to Defendant's actions, because it was (1) not able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) neither safe nor effective.

119. 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

120. Plaintiff incorporates by reference paragraphs 1-33.

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

122. WHO: Defendant, Walgreens, made material misrepresentations and/or omissions of fact in its advertising and marketing of the Product by representing it was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

123. WHAT: Defendant's conduct was and continues to be fraudulent because it deceives consumers into believing the Product was and is (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

124. Defendant omitted telling consumers the Product was (1) not able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) neither safe nor effective.

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

126. Defendant conducted research on consumer purchasing habits and knew almost all consumers seek to avoid OTC products which are unable to treat or affect the symptoms and conditions they identify on their labels and are not safe or effective.

127. Defendant highlighted these attributes and concealed these omissions in

selling the Product to consumers.

128. 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.

129. Yet, Defendant has represented and/or continues to represent that the Product was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

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

131. WHERE: Defendant's material misrepresentations and omissions, that the Product was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective, 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.

132. HOW: Defendant made written and visual misrepresentations and omissions in the advertising and marketing of the Product, that it was (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective.

133. 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.

134. WHY: Defendant misrepresented that the Product was and is (1) able to relieve redness, burning, watery discharge and the sensation of grittiness and (2) safe and effective, 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 OTC products which could improve conditions and symptoms, and which were safe and effective in doing so.

135. 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 and/or statutory 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 19, 2023

Respectfully submitted,

/s/ William Wright

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**Pro Hac Vice* Application Forthcoming

Counsel for Plaintiff

JS 44 (Rev. 04/21)

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

Mandy Wells, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Hernando
(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

Walgreens Boots Alliance, 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
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☑ 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)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☑ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☑ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions .

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☑ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities-Employment
- ☐ 446 Amer. w/Disabilities-Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent-Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX S UITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State 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 19, 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

Mandy Wells, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

Walgreens Boots Alliance, Inc.,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Walgreens Boots Alliance, Inc.
c/o Corporation Service Company
251 Little Falls Dr
Wilmington DE 19808

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: