

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

NAKIAH ALVARADO, individually
and on behalf of all others similarly
situated,

Plaintiff,

- against -

WALMART INC.,

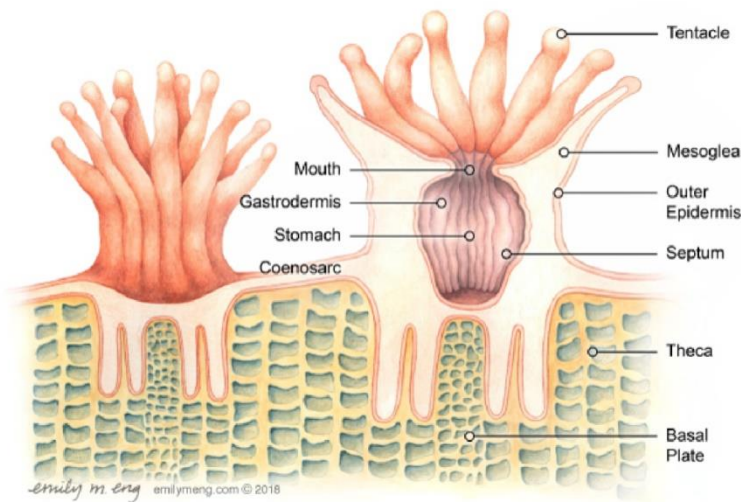
Defendant

Class Action Complaint

Jury Trial Demanded

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

1. A coral consists of small, plankton-eating invertebrates called polyps.



2. Though mistaken for inanimate rocks or plants, corals are animals.
3. Unlike plants which make their own food, corals use tiny tentacle-like arms to capture food and consume it through their mouths.

4. The soft-bodied polyps have an outer limestone (calcium carbonate) skeleton for protection.

5. What most people understand as “coral reefs” begin by free-swimming coral larvae that have attached to underwater rocks or hard surfaces.

6. Like all animals which thrive in specific geographic areas, coral reefs flourish in shallow waters

7. This is because the algae that sustains them requires sunlight that is best absorbed when close to the ocean surface.

8. Since the algae necessary for coral to thrive requires stable, warm temperatures, corals are generally found in tropical regions.

9. Coral reefs expand only centimeters per year, taking thousands of years to develop.

10. Coral and its algae are the building blocks of ecosystems which, though occupying less than 0.1% of oceans provide homes for a quarter of all marine life.

11. The excess sugar produced by algae is transformed into a slimy mucus-like substance, which is consumed by bacteria and other smaller microbes.

12. This attracts larger sea creatures like crabs, shrimp, snails, and worms which are also seeking food.

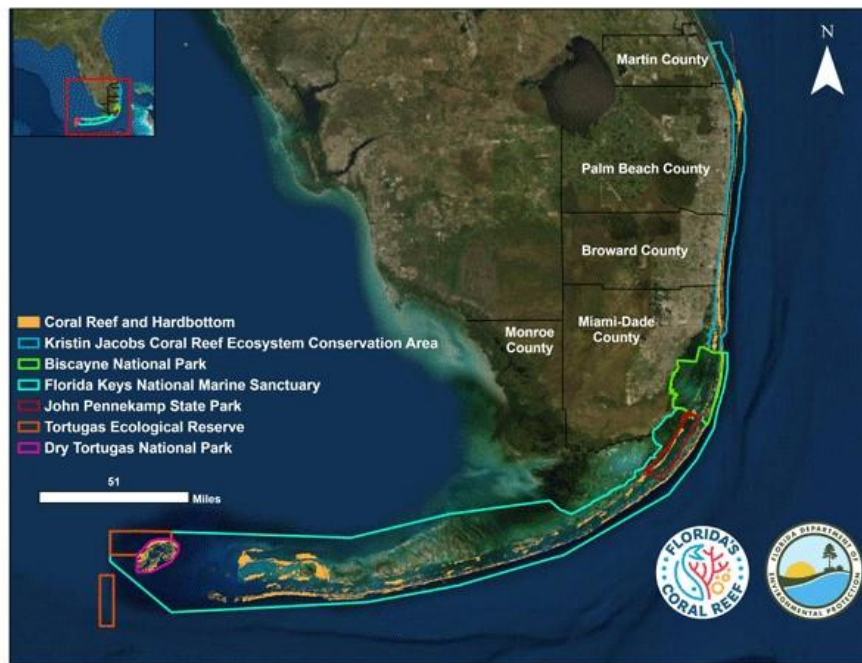
13. Finally, fish and other larger marine species like turtles show up, creating an endless loop where nutrients are recycled, and the ecosystem thrives.



14. While the coral benefits from the abundance of marine activity, it also provides shelter for fish where they can reproduce and hide from predators.



15. Florida’s Coral Reef “stretches almost 350 miles from the Dry Tortugas to the St. Lucie Inlet.”



16. Like other coral reefs, it is a natural resource that protects this State’s coast while providing a habitat for marine life of all kinds.

17. Unfortunately, coral reefs have been placed in peril by a variety of

manmade threats and have declined by roughly half since 1950.

18. The result is that previously teeming ecosystems have disappeared, as luminescent coral reefs become barren due to external causes such as excess nutrients like nitrogen and phosphorus, global warming, overfishing and absorption of chemicals.



19. Within the past several years, researchers in Hawaii, among other places, determined that the chemicals in sunscreen are a significant factor in the decline of coral reefs.

20. This was confirmed by studies in journals such as Archives of Environmental Contamination and Toxicology, which concluded the common ultraviolet filters in sunscreen, oxybenzone and octinoxate, were causing immense harm to coral reefs.

21. Laboratory tests established that when baby coral were exposed to

oxybenzone, octinoxate and/or parabens, they experience “coral bleaching,” shown by the white polyps below.



22. The loss of their symbiotic algae causes coral to turn white, rendering them more susceptible to disease and death.

23. Moreover, bleached corals means the habitat of fish and other marine life is degraded, rendering their survival and reproduction more difficult.

24. The damage caused by chemicals in sunscreens washing off swimmers and harming coral reefs has been documented by the non-profit Haereticus Environmental Laboratory (“HEL”), the National Park Service (“NPS”) and scientists across the globe.

25. These groups recommend that beachgoers use sunscreen formulated to be safe for coral reefs and ocean life.

26. This typically means avoiding chemical sunscreens which rely on synthetic compounds to absorb ultraviolet (“UV”) rays from the sun.

27. Many recommend using physical sunscreens which block harmful UV rays through zinc oxide and titanium dioxide.

28. Seeking to capitalize on growing consumer awareness of the harm caused to these “rainforests of the sea,” Walmart Inc. (“Defendant”) manufactures and/or markets sunscreen labeled as “Reef Friendly” (“Product”) above a drawing of a reef.



29. The asterisk next to “Reef Friendly” corresponds to a smaller statement in the lower corner which states, “Octinoxate, Oxybenzone & Paraben Free.”

30. While early studies singled out these three ingredients as posing

existential harm to coral reefs, research has indicated that other ingredients pose an equivalent or even greater threat to coral reefs.

31. This is confirmed by the Reef Safe Sunscreen Buying Guide from a leading snorkeling website, Snorkel Around The World.

32. It emphasized that “Dangerous ingredients” to coral reefs are not limited to octinoxate, oxybenzone and parabens, and include avobenzone, octoclyrene, octisalate, and homosalate.¹



33. That the absence of octinoxate, oxybenzone and parabens is not sufficient for a sunscreen to be sold as “reef friendly” is recognized in Hawaii, where

¹ [Best Reef Safe Sunscreen.](#)

the harm to coral reefs from chemical sunscreens was discovered.

34. A prominent beachfront placard implores swimmers to “SAVE OUR REEFS” and “AVOID USING OXIBENZONE, OCTINOXATE, AVOBENZONE, HOMOSALATE, OCTOCRYLENE, OCTISALATE [AND OTHER] TOXIC INGREDIENTS IN YOUR SUNSCREEN.”



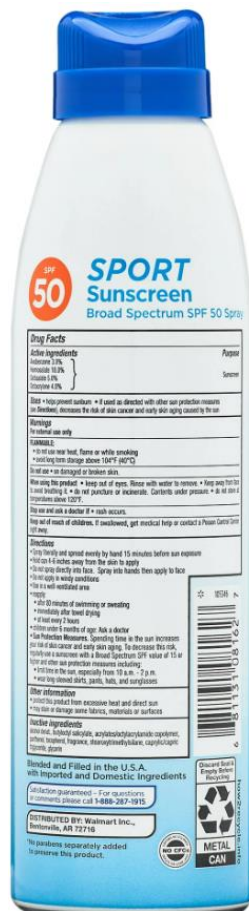
35. That “oxibenzon, octinoxate, avobenzone, homosalate, octocrylene, [and] octisalate” have been linked to coral bleaching and harm to coral reefs has been confirmed by independent studies.

36. Independent watchdog groups have cautioned consumers of labels like “reef friendly” applied to traditional chemical sunscreens, based on possibly containing any of the above-identified ingredients which cause harm to coral reefs.

37. For example, research has shown that the common sunscreen ingredient

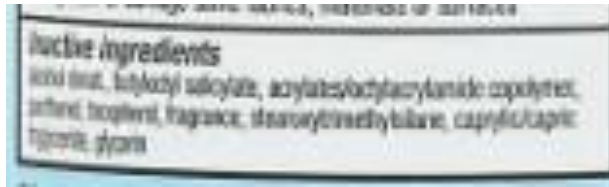
of octocrylene may generate the chemical benzophenone, a carcinogen which “is bad for fish, corals, and other invertebrates.”

38. Though consumers buying Defendant’s sunscreen expect it to be “reef friendly” and not harmful to coral reefs, it includes the “unfriendly” chemical ingredients of “Avobenzone (3.0%), Homosalate (10.0%), Octisalate (5.0%), [and] Octocrylene (4.0%),” only disclosed on the back of the container in fine print under “Active Ingredients.”



Drug Facts	
Active ingredients	Purpose
Avobenzone 3.0%	Sunscreen
Homosalate 10.0%	
Octisalate 5.0%	
Octocrylene 4.0%	

39. Moreover, it contains nine inactive ingredients, further down the label.



Inactive ingredients

alcohol denat., butyloctyl salicylate, acrylates/octylacrylamide copolymer, panthenol, tocopherol, fragrance, stearoxytrimethylsilane, caprylic/capric triglyceride, glycerin

Inactive ingredients

Alcohol Denat., Butyloctyl Salicylate, Acrylates/Octylacrylamide Copolymer, Panthenol, Tocopherol, Fragrance, Stearoxytrimethylsilane, Caprylic/Capric Triglyceride, Glycerin

40. Many of these nine chemical ingredients have been linked to causing harm to coral reef ecosystems.

41. Nowhere on the labeling does the Product tell purchasers that its active ingredients of avobenzone, homosalate, octisalate, and octocrylene are harmful to coral reefs and not “reef friendly.”

42. Nowhere on the labeling does the Product tell purchasers that its inactive ingredients are harmful to coral reefs and not “reef friendly.”

43. According to renowned dermatologist Dr. Henry W. Lim of the Henry Ford Medical Center in Detroit, “The definition of what the manufacturer might mean by ‘reef safe’ and similar terms keeps broadening.”

44. One expert described these types of terms, including “reef friendly,” as “really just a sales gimmick at the moment.”

45. In response to an unregulated environment where companies misrepresented the attributes of products they sold to the public, the Pure Food and Drug Act of 1906 set minimum standards for truthfulness and transparency.

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

47. 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”).

48. These identical federal and state laws consider OTC products

“misbranded” “If its labeling is in any way false or misleading.” Fla. Stat. § 499.007(1); 21 U.S.C. § 352(a)(1) (defining “misbranded” where an OTC product’s “labeling is false or misleading in any particular.”).

49. The labeling of the Product as “Reef Friendly” even though its active and inactive ingredients are harmful to coral reefs results in its “misbranding,” because it misleads consumers.

50. As a result of the false and misleading representations, the Product is sold at a premium price, approximately no less than approximately \$4.88 for 5.5 oz (156 g), 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

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

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

53. Plaintiff is a citizen of Florida.

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

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

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

57. 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.

58. 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.

59. 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.

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

61. 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, attributes, origins, 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.

62. 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, origins, 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

63. 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.

64. Plaintiff purchased, paid money towards or for, used and/or consumed the Product in reliance on the representations and omissions identified here in Hillsborough County.

65. Plaintiff first became aware that the representations and omissions, express and implied, were false and misleading, in Hillsborough County.

66. Plaintiff resides in Hillsborough County.

PARTIES

67. Plaintiff Nakiah Alvarado is a citizen of Hillsborough County, Florida.

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

69. 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.

70. While Walmart sells leading national brands, it also sells many products under one of its private label brands, Equate.

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

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

73. Products under the Equate brand have an industry-wide reputation for quality.

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

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

76. Private label products under the Equate brand benefit by their association with consumers’ appreciation for the Walmart brand overall.

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

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

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

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

81. Plaintiff and consumers understood “Reef Friendly” to mean the sunscreen would not cause harm to coral reefs when it is worn in the ocean and open waters.

82. Plaintiff read and relied on the front label which said “Reef Friendly” above a picture of a coral reef.

83. Plaintiff relied on the omissions which failed to tell her that its ingredients were harmful to coral reefs.

84. Plaintiff was not aware that the Product’s active and inactive ingredients were harmful to coral reefs.

85. Plaintiff sought to purchase sunscreen that would not cause harm to coral reefs.

86. As a citizen of Florida, Plaintiff is aware of how coral reefs are incredible

environments and should be protected.

87. Plaintiff, like many consumers, seeks to purchase products which have a reduced environmental impact relative to other products.

88. Plaintiff purchased the Product between October 2019 and October 2023, at Walmart locations in Hillsborough County, and/or other areas.

89.

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

91. Plaintiff paid more for the Product than she would have had she known it was not “Reef Friendly,” as she would not have bought it or would have paid less.

92. 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

93. 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.

94. 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.

95. 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.

96. Plaintiff is an adequate representative because his interests do not conflict with other members.

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

98. 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.

99. 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.*

100. Plaintiff incorporates by reference paragraphs 1-34.

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

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

103. The labeling of the Product violated FDUTPA because the

representations and omissions that it was “Reef Friendly” above a picture of a coral reef was unfair and deceptive to consumers, since it contained ingredients which are harmful to coral reefs. Fla. Stat. § 501.204(1).

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

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

106. Plaintiff believed the Product was “Reef Friendly” and that its use would not cause harm to coral reefs.

107. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that it was not “Reef Friendly” and that its ingredients caused harm to coral reefs.

108. Plaintiff seeks to recover for economic injury and/or loss he 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.

109. Plaintiff will produce evidence showing how he 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.

110. 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

111. Plaintiff incorporates by reference paragraphs 1-34.

112. Defendant made misrepresentations and omissions of material fact, that the Product was "Reef Friendly" and that its use would not cause harm to coral reefs, through its advertisements and marketing in various forms of media, product packaging and descriptions, and targeted digital advertising.

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

114. Plaintiff paid more for the Product, would not have purchased it or paid as much if she knew that "Reef Friendly" above a picture of a coral reef was used to describe a product containing ingredients which cause harm to coral reefs.

115. Defendant knew these statements and omissions, implied and expressed, were false and/or misleading.

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

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

118. Reliance was reasonable and justified because companies like Defendant know consumers are increasingly seeking products which promote their environmental attributes.

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

COUNT III
Fraud

120. Plaintiff incorporates by reference paragraphs 1-34.

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

122. WHO: Defendant, Walmart, made material misrepresentations and/or omissions of fact in its advertising and marketing of the Product by representing it as "Reef Friendly" above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs.

123. WHAT: Defendant's conduct was and continues to be fraudulent because it misleads consumers into believing the Product was "Reef Friendly" through words and images, even though it contained ingredients which cause harm to coral reefs.

124. Defendant omitted telling consumers the Product was not "Reef Friendly" because it contained ingredients which cause harm to coral reefs.

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

126. Defendant conducted or relied on research about consumer purchasing habits and knew almost all consumers value protecting the environment and would pay more for such products.

127. Defendant highlighted these attributes 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 “Reef Friendly” above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs.

130. WHEN: Defendant made these material misrepresentations and/or omissions detailed herein, during the applicable class period.

131. WHERE: Defendant’s material misrepresentations and omissions, that the Product was “Reef Friendly” above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs, 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 “Reef Friendly” above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs.

133. And as discussed in detail throughout this Complaint, Plaintiff and class members read and relied on Defendant’s representations and omissions that the Product was “Reef Friendly” above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs, before purchasing the Product.

134. WHY: Defendant misrepresented that the Product was “Reef Friendly” above a picture of a coral reef, even though it contained ingredients which cause harm to coral reefs, 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 products which were better for the environment and caused less or no environmental harm.

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 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: November 11, 2023

Respectfully submitted,

/s/ William Wright

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willwright@wrightlawoffice.com

Notice of Lead Counsel Designation:

Lead Counsel for Plaintiff

William Wright

The Wright Law Office, P.A.

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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

Nakiah Alvarado, 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 ☐ 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)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: Nature of Suit Code Descriptions .

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent-Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX S UITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities-Employment <input type="checkbox"/> 446 Amer. w/Disabilities-Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

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

SIGNATURE OF ATTORNEY OF RECORD

November 11, 2023

/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

Nakiah Alvarado, 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: