

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**DALTON WILLIAMS, INDIVIDUALLY)
AND ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)**

Plaintiff,)

v.)

**DAHLIA RODRIGUEZ d/b/a)
MONTES TORTILLERIA,)**

Defendant.)

**CIVIL ACTION CASE NUMBER:
(CLASS ACTION)**

**INDIVIDUAL AND CLASS ACTION
COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiff, Dalton Williams (“Plaintiff”) files this Individual and Class Action Complaint against Defendant, Dahlia Rodriguez d/b/a Montes Tortilleria (“Defendant” or “Montes”) and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action individually and on behalf of a class of similarly situated persons for compensatory and statutory damages as a result of Dahlia Rodriguez d/b/a Montes Tortilleria (hereinafter “Montes” or “Defendant”) marketing its bakery goods in violation of federal food marketing regulations. Plaintiff further makes this claim against Montes for breach of express and implied warranties, unjust enrichment and breach of implied agreement of good faith.

2. Plaintiff, Dalton Williams, is a resident of Jefferson County, Alabama. Approximately one month ago, Plaintiff visited Mi Pueblo's location in, Jefferson County, Alabama and purchased some items including the product in question, prepackaged containers of tortillas. The purchase was made within the statutory period. Plaintiff naturally expected that the Defendant's product was being prepared, packaged and sold in conformity with legal requirements. After the purchase, Plaintiff learned from a family member that such was in violation of the Food & Drug Administration's (FDA) clear requirements to place Nutrition Labels on its food products.

3. Montes is a firm that prepares, packages and sells pre-packaged tortillas. Said product is marketed by Defendant, a resident of Texas, from her location in Texas to various stores throughout the United States.

JURISDICTION AND VENUE

4. This court has original jurisdiction over this civil action under the Class Action Fairness Act of 2005. The amount in controversy exceeds the sum or value of Five Million Dollars (\$5,000,000), exclusive of interest and costs, and there is minimal diversity because named Plaintiff and certain members of the class are citizens of a different state than Defendant, as required by 28 U.S.C. § 1332(d)(2).

5. Venue is proper in this judicial district because Defendant conducts substantial business in this district and the events giving rise to Plaintiff's claim occurred in this district, since the unlawful conduct complained of herein occurred in this district.

STATEMENT OF FACTS

6. Plaintiff's individual claim and his claim on behalf of all others in Alabama and in the United States who are similarly situated is based on Montes violating federal food law

and regulations in selling its tortillas without Montes placing the required Nutrition Labeling on its said goods prior to sale.

7. A likeness of the front of the goods' packages which was purchased by Plaintiff is attached as Exhibit A.

8. Attached hereto as Exhibit B is a photo of the reverse of the subject goods purchased by Mr. Williams.

9. The Food and Drug Administration ("FDA") is responsible for assuring that foods sold in the United States are safe, wholesome and properly labeled. This applies to foods produced domestically, as well as foods from foreign countries. The Federal Food, Drug and Cosmetic Act ("FD&C Act") and the Fair Packaging and Labeling Act are the federal laws governing food products under FDA's jurisdiction.

10. The Nutrition Labeling and Education Act ("NLEA"), which amended the FD&C Act, requires foods to bear food labeling that conforms to the nutrient content claims and certain health messages to comply with certain specifics (see CFR 101.1 et seq).

11. To clarify the requirement upon Montes as mentioned in 9. And 10. above, the FDA first authored its Guidance for Industry: A Food Labeling Guide, in October, 2009. The FDA recited:

Away – From – Home Foods

L114. Is a manufacturer that produces institutional and restaurant foods required to provide nutrition information?

Answer: Foods which are served or sold for use only in restaurants and other establishments in which food is served for immediate consumption are exempt from nutrition labeling. However, if there is a reasonable possibility that the product will be purchased directly by consumers (e.g. club stores),

nutrition information is required. 21 CFR 101.9(j)(2)(iii) and 21 CFR 101.9(j)(2)(iv)(B) (emphasis added)

12. Later, in 2013 the FDA provided an updated “Guide to Industry” to facilitate food sales companies to better comply with the law respecting the labeling of food products. Montes was provided said Guide. A basic statement from the FDA Guide regarding Montes’s legal requirements for the full labeling of the subject goods follows:¹

(1.) **Where should label statements be placed on containers and packages?**

Answer: There are two ways to label packages and containers:

- a. Place all required label statements on the front label panel (the principal display panel or PDP), or,
- b. Place certain specified label statements on the PDP and other labeling on the information panel (the label panel immediately to the right of the PDP, as seen by the consumer facing the product).

21 CFR 101.1, 21 CFR 101.2, 21 CFR 101.3, 21 CFR 101.4, 21 CFR 101.5, 21 CFR 101.9, and 21 CFR 101.105

(2.) **What are the PDP and the alternate PDP?**

Answer: The PDP, is that portion of the package label that is most likely to be seen by the consumer at the time of purchase. Many containers are designed with two or more different surfaces that are suitable for display as the PDP. These are alternate PDPs. 21 CFR 101.1

(3.) **What label statements must appear on the PDP?**

Answer: Place the statement of identity, or name of the food, and the net quantity statement, or amount of product, on the PDP and on the alternate PDP. 21 CFR 101.3(a) and 21 CFR 101.5(a)

(4.) **Which label panel is the information panel?**

¹ “Food Labeling Guide – Guidance for Industry”, FDA; 1/2013.

Answer: The information panel is the label panel immediately to the right of the PDP, as displayed to the consumer. If this panel is not usable, due to package design and construction, (e.g., folded flaps), then the information panel is the next label panel immediately to the right. 21 CFR 101.2(a), (which in the case of the subject bakery goods, should be on the reverse. [Montes Tortilleria does not do that]).

13. More specific to the present case, are the requirements for Montes to have adhered to the FDA's requirements relative to Nutrition Labeling.

(G1.) **Where should the Nutrition Facts label be placed on food packages?**

Answer: The Nutrition Facts label may be placed together with the ingredient list and the name and address (name and address of the manufacturer, packer, or distributor) on the PDP. These three label statements also may be placed on the information panel (the label panel adjacent to the right of the PDP, or, if there is insufficient space on the adjacent panel, on the next adjacent panel to the right). On packages with insufficient area on the PDP and information panel, the Nutrition Facts label may be placed on any alternate panel that can be seen by the consumer, 21 CFR 101.2(b) & (e) & 101.9(i)

(G2.) **Is it necessary to use a nutrition display with a box shape on a round package?**

Answer: Yes. Even when using the tabular display, the nutrition information must be set off in a box. 21 CFR 101.9(d)(1)(i)

(G3.) **Can the product name be placed within the Nutrition Facts label?**

Answer: No. The name may be placed above the box that encloses the nutrition information. 21 CFR 101.9(c) & (d)

(G4.) **Can the Nutrition Facts label be oriented perpendicularly as opposed to parallel, to the base of the package?**

Answer: Yes. There is no requirement that any information, other than the net quantity of contents and statement of identity, be printed parallel to the base of the package. However, FDA urges manufacturers to strive for consistency of presentation of nutrition information in the market and to place the Nutrition Facts label so that it is readily observable and legible to the consumer at the point of purchase.

(G5.) **Is a break in the vertical alignment allowed with the standard format?**

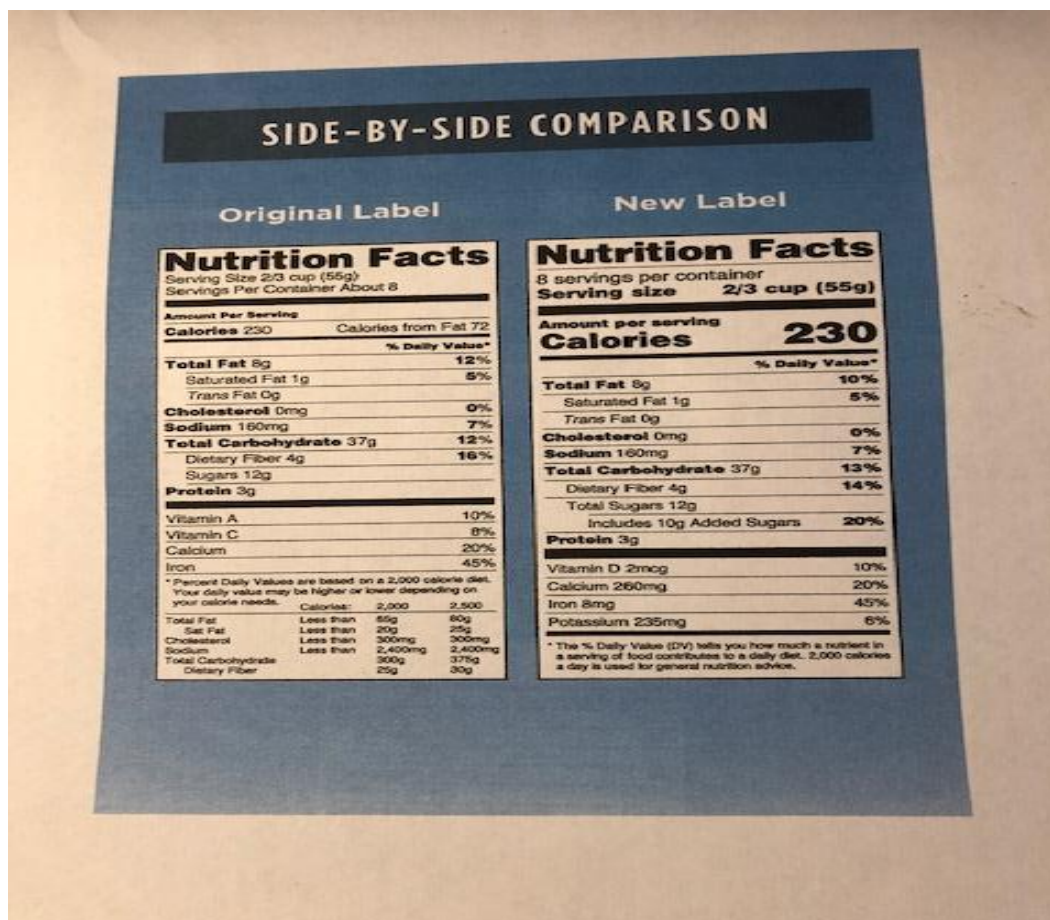
Answer: Yes. The vertical format may be broken in either of the following ways: (1) placement of the footnote to the right of the panel as shown in the example in 21 CFR 101.9(d)(11) or (2) all vitamins and minerals that are listed voluntarily (i.e., after iron) may be moved to the top of the panel along with the footnote. 21 CFR 101.9(d)(11)

14. Hence, one can readily see that the labeling of food product's nutrition is stringently required and meticulously stated by the federal government. To maintain the health and wellness of Americans, customary and necessary nutrition labeling has been a vital part of food merchandising in the United States since 1994.

15. The FDA recognizes that health and wellness of all Americans depends on proper nutrition. FDA and the federal Center for Disease Control (CDC) have been in the forefront of education of proper nutrition. Never before have Americans been so attuned to proper eating habits defined by less sodium, lower fat consumption, less sugar and

lower carbohydrates. The Nutrition Label is vital more than ever, for all Americans to know what a product contains.²

16. Until recently, the nutrition panel that has been required on food packages was as set out in the format below (left side). That labeling has recently changed. Montes was given substantial advance notice of a change in the nutrition labeling to be affixed to their food products.³ As of January 1, 2020, several changes were made to FDA's nutrition labeling requirements.⁴ The following is a side-by-side comparison of the prior format label (left side) to the January 1, 2020 label requirements (right side):



² <http://www.letseathealthier.com/why-is-nutrition-important.html>

³ <https://www.federalregister.gov/documents/2016/11/25/2016-28333/uniform-compliance-date-for-food-labeling-regulations>

⁴ (food/food – labeling – nutrition/industry – resources – changes – nutrition – facts – label)

17. Despite being notified of their nutrition labeling requirements, Montes has continued to “skirt” their legal obligation to the law and to the American public. The manner that Montes places their products for sale is important in defining its responsibility. Montes has not to date placed either the old nutrition label or the new label on their subject goods.

18. Montes is required by law to affix the nutrition label (noted in 16., above) to the reverse of the product’s container. But Montes does not do that, thus violating the applicable FDA regulation and placing their customers at risk, in violation of 21 U.S.C. § 343.

19. While there are a few exemptions to nutrition labeling on food items, Montes is not exempt respecting their goods. The applicable legal requirement is codified under federal law at 21 U.S.C. 101.9(a), CFR 101.9(a):

Nutrition information relating to food shall be provided for all products intended for human consumption and offered for sale unless an exemption is provided for the product in paragraph (j) of this section.

20. Companies that sell their goods for immediate human consumption as in a restaurant or a school lunchroom are exempt. Those ready-to-eat establishments are listed in the FDA’s “Guidance to Industry” as follows:

The following foods are exempt from this section or are subject to special labeling requirements:

- (i) Served in restaurants, Provided, That the food bears no nutrition claims or other nutrition information in any context on the label or in labeling or advertising. Claims or other nutrition information subject the food to the provisions of this section;
- (ii) Served in other establishments in which food is served for immediate human consumption (e.g.,

institutional food service establishments, such as schools, hospitals, and cafeterias; transportation carriers, such as trains and airplanes; bakeries; food service vendors, such as lunch wagons, ice cream shops, mall cookie counters, vending machines, and sidewalk carts where foods are generally consumed immediately where purchased or while the consumer is walking away, including similar foods sold from convenience stores; and food delivery systems or establishments where ready-to-eat foods are delivered to homes or offices), Provided, That the food bears no nutrition claims or other nutrition information in any context on the label or in labeling or advertising, except as provided in § 101.8(c). Claims or other nutrition information, except as provided in § 101.8(c), subject the food to the provisions of this section. 21 CFR 101.9(j)(2) & (3)

21. As stated in 12. above, in 2013, the FDA issued its updated “Food Labeling Guide, Guidance to Industry.” Montes could conceivably assume that tortillas are bakery-type products and thereby exempt from nutrition labeling requirements. The FDA clarified that issue relative to subject nutrition labeling, making it crystal clear that such unlabeled items apply only in a restaurant-type facility, except in narrow circumstances:

L118. Could FDA provide additional guidance on what foods sold in delis and bakeries are exempt?

Answer: This exemption is based on 3 primary criteria: 1) when the food is consumed, 2) the location in which the food is processed and prepared, and 3) the extent to which the food is processed and prepared (i.e., must be ready-to-eat and of the type served in restaurants).

Bakeries and delis that sell foods for immediate consumption (e.g., where the deli or bakery has facilities for customers to sit and consume the food on the premises) are considered analogous to restaurants and all foods sold in such establishments are exempt under 21 CFR 101.9(j)(2) provided no claims are made.

22. Federal law leaves little room to argue against the importance that the FDA places on proper food labeling. In fact and in law, by Montes not placing Nutrition Labeling on their bakery goods, FDA states that Montes is misleading consumers by marketing misbranded food.

MISBRANDED FOOD

SEC. 403. [343] a food shall be deemed to be misbranded –

If any word, statement, or other information required by or under authority of this Act to appear on the label or labeling is not thereon with such conspicuousness (as compared with other words, statements, designs, or devices, in the labeling) and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.

Section 403(a)(1) of the Federal Food, Drug, Cosmetic Act (FD&C Act) deems a food misbranded, if the labeling is false or misleading “in any particular.” What does “in any particular” mean?

“Misleading” covers not just false claims but also when ambiguity or inference [a label] create(s) a misleading impression.” In addition, a label may be deemed misleading for what it fails to disclose. That is, a label can be literally true but still be misleading when it does not disclose an important fact that is “material” to consumers. (emphasis added)

FD&C Act § 201(n)

(n) If an article is alleged to be misbranded because the labeling or advertising is misleading, then in determining whether the labeling or advertising is misleading there shall be taken into account (among other things) not only representations made or suggested by statement, word, design, device, or any combination thereof, but also the extent to which the labeling or advertising fails to reveal facts material in the light of such representations or material with respect to consequences which may result from the use of the article to which the labeling or advertising relates under the conditions of use prescribed in the labeling or advertising

thereof or under such conditions of use as are customary or usual.

23. Montes has ignored its federal labeling obligations while other similar tortilla companies like Montes use Nutrition Labeling on its said goods:

- Old El Paso – Attached as Exhibit C & D;
- Chi-Chi's – Attached as Exhibit E & F;
- Mission – Attached as Exhibit G & H.

24. As reasonable consumers, Plaintiff and class members desire to purchase products with the reasonable assumption that the subject goods comply with federal law and regulations; Montes is guilty of misbranding said goods:

- so that such causes confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- by representing that said goods have sponsorship, approval, characteristics, ingredients, uses, benefits or qualities that they do not have;
- by representing that said goods are of a particular standard, quality or grade;
- by marketing said bakery goods in violation of law;
- by engaging in an unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce; and
- by impliedly representing said goods are of a quality that they are not.

25. As stated above, FDA regulations anticipate that food producers will market its goods with required Nutrition Labeling and when it does not, such marketing is misleading the consumer, including Plaintiff and the classes. Plaintiff and the classes paid the price for said goods as required by Defendant only to receive less value than if legal Nutrition Labeling had been affixed.

CLASS ALLEGATIONS

26. Plaintiff individually, and for the Class, incorporates by reference all preceding paragraphs as though fully set forth herein.

27. Plaintiff brings this case individually, and as a class action, pursuant to Fed. R. Civ. P. 23, on behalf of all persons who have incurred economic, monetary or statutory damages as a result of Defendant's sale and distribution of its said goods.

28. Plaintiff seeks to represent the following Class:

- **All persons residing in the United States who purchased Montes Tortilleria's tortillas without nutrition labeling.**

And the following sub-class:

- **All persons residing in the State of Alabama who purchased Montes Tortilleria's tortillas without nutrition labeling.**

Excluded from the Classes are the following:

- i. Any and all federal, state, or local governments, including but not limited to their department, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions;
- ii. Individuals, if any who timely opt out of this proceeding using the correct protocol for opting out;
- iii. Current or former employees of Montes;
- iv. Individuals, if any, who have previously settled or compromised claim(s) relating to Montes's subject goods; and
- v. Any currently sitting federal judge and/or person within the third degree of consanguinity to any federal judge.

29. Plaintiff seeks to recover damages on a Class-wide basis for himself and the Class under Alabama's breach-of-warranty law, breach of implied agreement of good faith and unjust enrichment, as well as all other states' similar laws as more fully described below.

30. Montes violated the rights of each Member of the Class in the same fashion based upon Defendant's uniform actions in its marketing, producing, sales, design and distributing of its bakery goods.

31. Plaintiff should be approved to maintain this action as a class action for the following reasons:

32. **Numerosity:** Members of the Class are so numerous that individual joinder is impracticable. The proposed Class contains thousands of Members. The Class is therefore sufficiently numerous to make joinder impracticable, if not impossible.

33. **Common Questions of Fact and Law Exist:** Common questions of fact and law exist as to all Members of the Class, including whether Defendant marketed, designed, produced and distributed the Product with its representations and express warranties.

34. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Montes's breach of its warranties and violations of federal food safety law affected and harmed Plaintiff and all Class Members alike. Furthermore, Plaintiff and all Members of the Class sustained monetary and economic injuries arising out of Defendant's unlawful conduct. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class Members.

35. **Adequacy:** Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class – all seek redress and prevention

for the same unlawful conduct. Plaintiff retained Counsel competent and highly experienced in complex class action litigation, and he intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel. Plaintiff's claims, like those of the Class, are antagonistic to Defendant.

36. Predominance: Common questions of fact and law predominate over any questions affecting individual Class Members.

37. Superiority: A class action is superior to other available means of fair and efficient adjudication. The injury suffered by each individual Class Member is very small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be impossible for all Members of the Class to effectively redress the wrongs done to them on an individual basis. Therefore, a class action is the only reasonable means by which Plaintiff and the Class may pursue their claims. Moreover, even if the Members of the Class could pursue such individual litigation, the court system could not. Individualized litigation increases the delay and expense to all parties, and to the court system, by the complex legal and factual issues of this case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economics of scale, and comprehensive supervision by a single court.

38. Plaintiff brings this action for himself and on behalf of a class of individuals in the United States who purchased Montes's tortillas and a subclass of individuals in the State of Alabama who have purchased Montes's tortillas.

COUNT I

BREACH OF CONTRACT

(On Behalf of the Class and Subclass)

39. Plaintiff realleges and incorporates by reference all previous paragraphs of this Complaint as if fully set forth herein.

40. Plaintiff and the class members entered into implied agreements with Montes.

41. The agreements provided that Plaintiff and the class members would pay Defendant for its products.

42. The contracts further provided that Defendant would provide Plaintiff and the class members subject goods as required by law.

43. Plaintiff and the class members paid Defendant for the products that they purchased, and satisfied all other conditions of the agreements.

44. Defendant breached the implied agreements with Plaintiff and the class members by failing to comply with the material terms of providing the goods as required by law.

45. As a direct and proximate result of Defendant's breach, Plaintiff and the class members have been injured and have suffered actual damages in an amount to be established at trial.

COUNT II

BREACH OF WARRANTY

(On Behalf of the Class and the Alabama Subclass)

46. Plaintiff realleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

47. Plaintiff and the class members formed contracts with Defendant at the time they

purchased items from Defendant. The terms of such contracts included implied promises and affirmations of fact by Defendant that said bakery goods were being marketed in compliance with applicable law.

48. The implication of said marketing is that a requirement of law became part of the basis of the bargain, and is part of the contracts between Defendant on the one hand and Plaintiff and the class members on the other hand.

49. The implied affirmation of fact and law made by Defendant was made to induce Plaintiff and the class members to purchase goods from Defendant.

50. Defendant intended that Plaintiff and the class members would rely on said affirmations in making their purchases, and Plaintiff and the class members did so.

51. All conditions precedent to Defendants' liability under these warranties have been fulfilled by Plaintiff and the class members in terms of paying for the goods at issue, or have been waived. Defendant had actual and/or constructive notice of their own false marketing, and sales practices but to date have taken no action to remedy their breaches of implied warranty.

52. Defendant breached the terms of the warranty because the items purchased by Plaintiffs and the class members did not conform to the implied affirmations of fact by Defendant – that they were being sold according to law. In fact, they were not.

53. As a direct and proximate result of Defendant's breach of warranty, Plaintiff and the class members have been injured and have suffered actual damages in an amount to be established at trial.

COUNT III

UNJUST ENRICHMENT

54. Plaintiff repeats and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

55. Plaintiff brings this claim individually and on behalf of the classes.

56. To the extent required by law, this cause of action is alleged in the alternative to legal claims, as permitted under Fed. R. Civ. P. 8.

57. Plaintiff and Class Members conferred benefits on Defendant by Purchasing the product.

58. Defendant was unjustly enriched in retaining the revenues derived from Plaintiff and Class Members' purchases of the product. Retention of those moneys under these circumstances is unjust and inequitable because Defendant failed to disclose that the product was unfit for its intended purpose. These omissions caused damage to Plaintiff and Class Members because they would not have purchased the Products if the true facts were known.

59. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiff and Class Members is unjust and inequitable. Defendant has been unjustly enriched in an amount to be determined at trial.

60. Here, equitable relief is appropriate because Plaintiff may lack an adequate remedy at law, if, for instance damages resulting from his purchase of the products is determined to be an amount less than the premium price of the products. Without compensation for the full premium price of the products. Plaintiff and the Class would be left without the party in purchasing power to which they are entitled.

61. Restitution may also be more certain, prompt, and efficient than other legal remedies requested herein. The return of the full premium price will ensure that Plaintiff and the Classes are in the same place they would have been had Defendant's wrongful conduct not occurred, i.e., the position to make an informed decision about the purchase of the products absent omissions and misrepresentations with the full purchase price at their disposal.

COUNT IV

INJUNCTIVE RELIEF UNDER THE ALABAMA DECLARATORY JUDGMENT ACT

62. Plaintiff repeats and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

63. Plaintiff and the class need, and are entitled to, an order for injunctive and declaratory relief declaring that Defendant's advertising, marketing, and sales practice alleged herein violate federal and Alabama regulations, and enjoining Defendant from continuing such practices.

64. Defendant is presently continuing each of these complained-of practices in stores in Alabama, and upon information and belief in all its other stores in the United States.

65. Plaintiff and the classes have a significant interest in this matter in that each has been, and will again in the future, be subjected to the unlawful policies and practices alleged herein.

66. Based on the foregoing, a justifiable controversy is presented in this case, rendering declaratory judgment appropriate.

67. In addition, because the unlawful uniform policies of Defendant continue, and are on-going, Plaintiff and the classes also need, and are entitled to, an order for injunctive

relief, enjoining Defendant from continuing these complained-of practices in stores in Alabama and across the United States.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and that judgment be entered in favor of Plaintiff and the classes against Defendant as follows:

A. Enter an order certifying the proposed classes, designating Plaintiff as the representative for the class and subclass that he seeks to represent, and designating the undersigned as class counsel;

B. Declare that Defendant is financially responsible for notifying all class members of Defendant's misleading sales and marketing practices alleged herein;

C. Find that Defendant's conduct alleged herein be adjudged and decreed in violation of the state laws and federal laws;

D. Grant injunctive and declaratory relief to end the challenged conduct;

E. Grant economic and compensatory damages on behalf of Plaintiff and all members of the classes, to the maximum extent permitted by applicable law;

F. Grant statutory, punitive, and/or exemplary damages as permitted by law;

G. Award interest as permitted by law;

H. Grant reasonable attorneys' fees pursuant to law and as otherwise permitted by statute, with reimbursement of all costs incurred in the prosecution of this action; and

I. Grant such other relief as this Court deems just and proper.

Respectfully submitted,

BY: /s/ Charles M. Thompson
Charles M. Thompson, Esq. THO019
ASB-6966-P77C
101 Mohawk Drive
Trussville, AL 35173
(205) 995-0068
Fax (866) 610-1650
Email: cmtlaw@aol.com

PLAINTIFF DEMANDS TRIAL BY STRUCK JURY

/s/ Charles M. Thompson
Charles M. Thompson
Attorney for Plaintiff

SERVE DEFENDANT via certified mail at this address:

Dahlia Rodriguez
d/b/a Montes Tortilleria
2372 Cypress Creek Parkway
Houston, TX 77068



EXHIBIT A

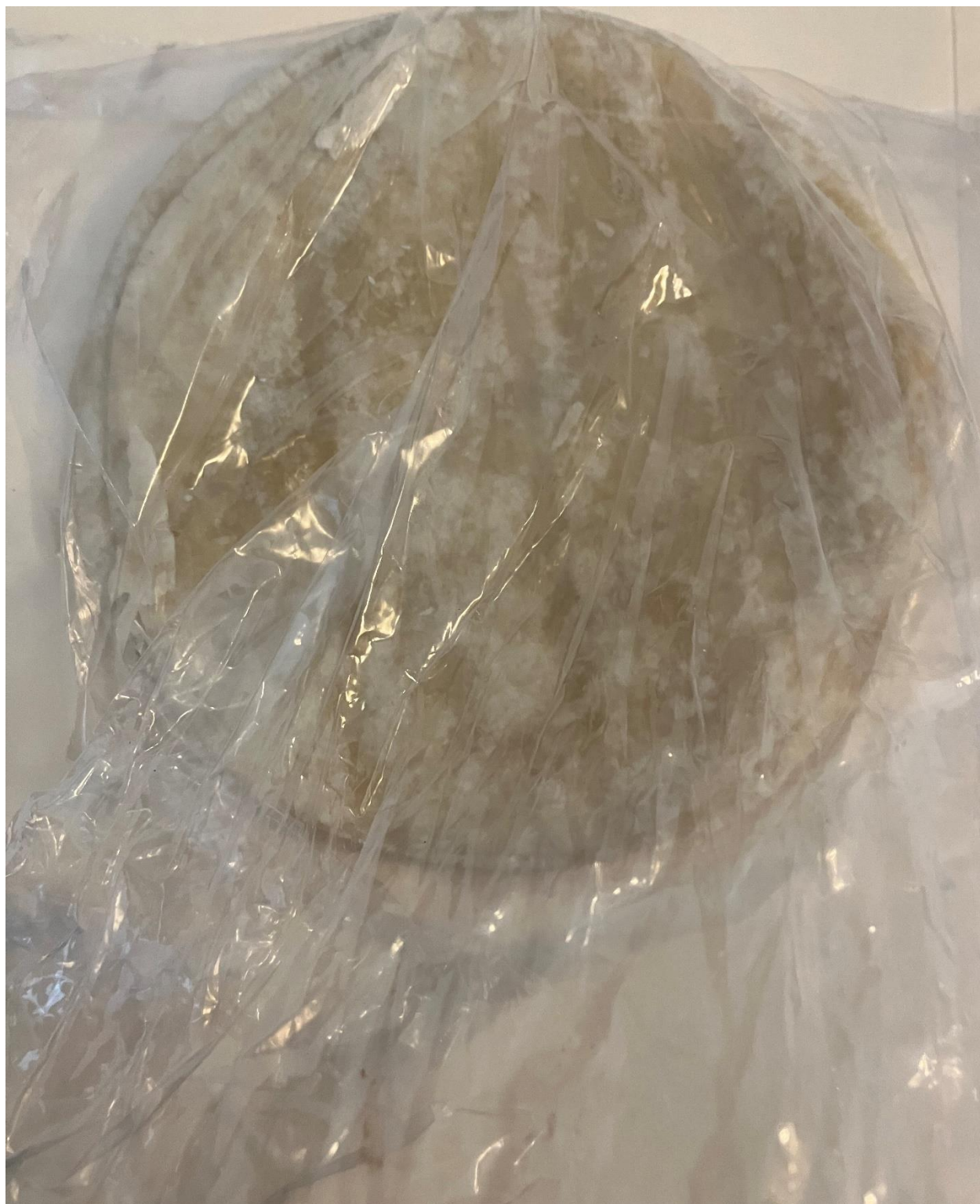


EXHIBIT B



EXHIBIT C



MICROWAVE DIRECTIONS:
Remove tortillas from bag. Place stack of tortillas on microwavable cover with microwavable cover. Microwave on high for 1-2 minutes until warm. Ready to use.

OVEN DIRECTIONS:
Remove tortillas from bag. Place stack of tortillas in foil pan. Wrap in foil. Bake at 325°F for 10 minutes until warm. Keep covered until ready to use.

Do not microwave tortillas in bag. Tortillas do not need to be refrigerated.

VISIT US AT:
www.OLDELPASO.com

NO MORE CLIPPING
BOX TOPS SCAN YOUR RECEIPT
SEE HOW AT BTFCOM

© General Mills
3762433101
Questions or Comments? Call 1-800-300-8664. Information from the package will be helpful.



Nutrition Facts
5 servings per container
Serving size 2 Tortillas (46g)

Amount per serving		% Daily Value*
Calories 150		
Total Fat 4.5g		6%
Saturated Fat 2.5g		13%
Trans Fat 0g		0%
Cholesterol 0mg		12%
Sodium 270mg		9%
Total Carbohydrate 25g		3%
Dietary Fiber < 1g		
Total Sugars 0g		0%
Includes 0g Added Sugars		
Protein 3g		4%
Calcium 50mg		8%
Iron 1.5mg		

Not a significant source of vitamin D and potassium.
*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Bleached Enriched Flour (wheat flour, niacin, iron, thiamin mononitrate, riboflavin, folic acid), Water, Palm Oil, Glycerin. Contains less than 2% of: Baking Powder (sodium aluminum phosphate, baking soda), Mono Acid Diglycerides, Salt, Potassium Sorbate, Calcium Propionate (preservatives), Fumaric Acid, Hydrogenated Vegetable Oil (soybean, palm, and/or cottonseed oil), Dough Conditioner (salt, wheat starch, enzymes).

CONTAINS WHEAT INGREDIENTS
DISTRIBUTED BY GENERAL MILLS SALES, INC., MINNEAPOLIS, MN 55440 USA
Contains Bioengineered Food Ingredients
Learn more at AskGeneralMills.com



EXHIBIT D



EXHIBIT E



EXHIBIT F



EXHIBIT G



Nutrition Facts

Servings per container: 1 tortilla (28g)
Serving Size: 1 tortilla (28g)

Amount per serving

Calories	45
	% Daily Value*
Total Fat 2g	3%
Saturated Fat 1g	5%
Trans Fat 0g	
Polyunsaturated Fat 1g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 210mg	9%
Total Carbohydrate 12g	4%
Dietary Fiber 9g	32%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 4g	
Vitamin D 0mcg	0%
Calcium 50mg	4%
Iron 0.4mg	2%
Potassium 10mg	0%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

mission
CARB BALANCE
FLOUR

- We've balanced high fiber with lower carbs and zero sugar for a great tasting soft tortilla wrap you can feel great about eating.
- ✓ 3G NET CARBS PER TORTILLA
 - ✓ HIGH FIBER
 - ✓ 45 CALORIES PER TORTILLA

12g - 9g = 3g NET CARBS
TOTAL CARBS FIBER

Cutting carbs doesn't mean cutting back on great taste, especially with our Carb Balance® tortilla wraps. Packed full of authentic Mission® flavor and the highest quality ingredients, these soft tortillas will add a tasty twist to your recipes. So get wrapping and enjoy them anytime!

For great recipe ideas, questions & comments, visit:
missionfoods.com

on social media too!
f i y
@MissionFoodsUS

SAP 444702
1000-MISO1-ES20

0 73731 07013 0

For Freshness: Refrigerate after opening.

INGREDIENTS: WATER, MODIFIED WHEAT STARCH, ENRICHED BLEACHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), VITAL WHEAT GLUTEN, WHEAT GLUTEN ISOLATE, VITAMIN E (D-ALPHA TOCOPHERYL ACETATE), INTERESTERIFIED AND HYDROGENATED SOYBEAN OIL, SALT, CALCIUM PROPIONATE TO MAINTAIN FRESHNESS, DISTILLED MONOGLYCERIDES, CITRIC ACID, PHOSPHATE, BAKING SODA, ASPIC ACID (TO MAINTAIN FRESHNESS), FUMARIC ACID, CELLULOSE GUM, SUCRALOSE.

CONTAINS WHEAT

©2021 Mission Foods, Inc. All rights reserved.
Mission Foods, Inc. 119

QUESTIONS OR COMMENTS?
missionfoods.com
1-800-600-8226

WEEKDAYS 9:00AM TO 5:00PM CENTRAL TIME

HEATING INSTRUCTIONS

For best results: Medium heat in skillet for 10 to 15 seconds per side.

Place 4 to 6 tortillas between two damp paper towels for 30 to 45 seconds.

mission CARB BALANCE

3G NET CARBS PER TORTILLA

EXHIBIT H