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CIRCUIT COURT OF
BARBOUR COUNTY, ALABAMA
PAIGE SMITH, CLERK

THE CIRCUIT COURT OF BARBOUR COUNTY
STATE OF ALABAMA

TANGELA WILLIAMS, NANCY BURR, MICHAEL GOOLSBY, VALERIE JOHNSON, ELAYNE SMITH, individually and on behalf of all others similarly situated as defined herein,	*	
Plaintiffs,	*	
v.	*	**CASE NO.: CV-2021-900022.00**
FAMILY DOLLAR STORES, LLC, f/k/a FAMILY DOLLAR STORES, INC.	*	
Defendants.	*	

FIRST AMENDED CLASS ACTION COMPLAINT

COMES NOW, Plaintiffs Tangela Williams, Nancy Burr, Michael Goolsby, Valerie Johnson, and Elayne Smith (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated as defined herein, and files this Class Action Complaint against Family Dollar Stores, LLC, formerly known as Family Dollar Stores, Inc. (hereafter referred to as "Family Dollar" or "Defendant"), and alleges on personal knowledge, investigation of her counsel, and on information and belief, as follows:

I. NATURE OF THE CASE

1. This action stems from Family Dollar's false labeling, false advertising, and deceptive practices surrounding its "Chestnut Hill" brand ground coffee products. Defendant distributes, markets, and sells its own brand of ground coffee products under the "Chestnut Hill" label, including the Chestnut Hill "Classic Roast Ground Coffee" purchased by Plaintiffs as shown herein.

2. This action challenges the manner by which Defendant markets, labels, and sells its Chestnut Hill coffee products in its retail stores. Defendant's marketing representations and product labeling of the Chestnut Hill coffee products in its retail stores are misleading, untrue, and deceive reasonable consumers, just as Plaintiffs were deceived.

3. Specifically, Defendant engages in a bait-and-switch false advertising scheme by mislabeling its Chestnut Hill coffee products as containing more servings of coffee than the products actually contain. Defendant's Chestnut Hill coffee canisters contain a prominent label on the front informing the consumer that the coffee canister contains enough ground coffee to make a certain specified number of six-fluid ounce cups of coffee. For example, the Chestnut Hill "Classic Roast Ground Coffee" canister purchased by Plaintiffs contains a prominent label on the front informing the consumer that it "Makes up to 270 6 fl. oz. cups." This representation on the front of Defendant's Chestnut Hill coffee canisters is false and misleading.

4. Defendant's Chestnut Hill coffee product canisters contain express instructions on it for making a six-fluid ounce serving of coffee. For example, the directions on the Chestnut Hill "Classic Roast Ground Coffee" purchased by Plaintiffs state as follows: "Brewing Instructions: For best results, use one rounded tablespoon of coffee for every 6 fl oz cup of water. Vary these measurements to suit your taste." However, if the consumer were to follow Defendant's express "Brewing Instructions," it is impossible for the canister to "Make up to 270 6 fl. oz. cups" of coffee as prominently labeled by Defendant. Plaintiffs' own post-purchase testing, measurements, and due diligence demonstrate that Defendant's Chestnut Hill coffee product canisters cannot make anywhere close to the specified number of six fluid ounce cups of coffee as prominently displayed on the front label.

5. These representations lead consumers, like Plaintiffs, to believe that the Chestnut Hill coffee product contains enough coffee grounds to make a specified number of six-fluid ounce cups of coffee, in accordance with the "Brewing Instructions" contained on Defendant's coffee canister. These representations were intended to induce consumers, like Plaintiffs, to purchase Defendant's Chestnut Hill ground coffee products. Plaintiffs, like other consumers, relied to their detriment on these misrepresentations in purchasing the Chestnut Hill coffee products described in this action. Defendant's labels and representations were false, deceptive, and misleading.

6. Accordingly, Plaintiffs asserts claims in this action for Breach of Express Warranty (Count I) and Breach of Implied Warranty (Count II).

II. JURISDICTION AND VENUE

7. Jurisdiction and venue are proper in this county in that Defendant does business in this county, the acts and omission giving rise to this action occurred in this county, Plaintiff Williams resides in this county, and Defendant is subject to personal jurisdiction in this county.

III. PARTIES

8. Plaintiff Tangela Williams is an adult resident citizen of Barbour County, Alabama. At all relevant times, Plaintiff purchased Defendant's Chestnut Hill coffee products challenged herein near her residence in Barbour County.

9. Plaintiff Nancy Burr is an adult resident citizen of Florida. At all relevant times, Plaintiff purchased Defendant's Chestnut Hill coffee products challenged herein near her residence.

10. Plaintiff Michael Goolsby is an adult resident citizen of Texas. At all relevant times, Plaintiff purchased Defendant's Chestnut Hill coffee products challenged herein near his residence.

11. Plaintiff Valerie Johnson is an adult resident citizen of Georgia. At all relevant times, Plaintiff purchased Defendant's Chestnut Hill coffee products challenged herein near his residence.

12. Plaintiff Elayne Smith is an adult resident citizen of Tennessee. At all relevant times, Plaintiff purchased Defendant's Chestnut Hill coffee products challenged herein near her residence.

13. Defendant Family Dollar Stores, LLC maintains its principal place of business in Virginia.

IV. FACTUAL ALLEGATIONS

14. Family Dollar develops, designs, formulates, manufactures, packages, labels, advertises, markets, distributes, and sells its own brand of ground coffee products through the "Chestnut Hill" name and label. Family Dollar sells its Chestnut Hill ground coffee products in its stores throughout Alabama and across the nation.

15. Family Dollar's Chestnut Hill ground coffee products at issue are packaged, labeled, and sold in 33.9 oz. canisters and include the flavor "Chestnut Hill Classic Roast Ground Coffee" with each canister purporting to contain approximately 961 grams of ground coffee.

16. Family Dollar's Chestnut Hill coffee product canisters contain a prominent label on the front stating that the canister makes a specified number of six fluid ounce cups of coffee. For example, a prominent label on the front of the canister purchased by Plaintiffs informs the

consumer that it "Makes up to 270 6 fl. oz. cups." An image from the canister purchased by Plaintiffs is depicted below:

17. Defendant places a materially identical representation in a prominent label on the front of each of their Chestnut Hill coffee canister products identified above.

18. Family Dollar's Chestnut Hill coffee product canisters contain express instructions for making a six-fluid ounce serving of coffee. For example, the directions on the Chestnut Hill "Classic Roast Ground Coffee" purchased by Plaintiffs state as follows: "Brewing Instructions: For best results, use one rounded tablespoon of coffee for every 6 fl oz cup of water. Vary these measurements to suit your taste." An image of the "Brewing Instructions" found on the canister purchased by Plaintiffs is depicted below:

19. The representation on the front of Defendant's Chestnut Hill coffee products that the canister contains enough coffee grounds to make a specified number of six-fluid ounce cups of coffee is false and untrue. If the consumer were to follow Defendant's express "Brewing Instructions," it is impossible for the canister to contain enough coffee grounds to "Make up to 270 6 fl. oz. cups" as prominently labeled by Defendant. Plaintiffs' post-purchase testing, measurements, and due diligence demonstrate that Defendant's Chestnut Hill coffee product canisters cannot make anywhere close to the specified number of six-fluid ounce cups of coffee as prominently displayed on the front label.

20. Based on Plaintiffs' own post-purchase testing and due diligence, each rounded tablespoon of Chestnut Hill's "Country Sunrise Blend Ground Coffee" weighs no more than 7 grams. Thus, to make 270 six-fluid ounce cups of coffee in accordance with Defendant's brewing instructions, the canister should contain approximately 1,890 grams of coffee grounds. Plaintiffs' testing and measurements demonstrate that Chestnut Hill "Classic Roast Ground

Coffee" canister contains 961 grams of ground coffee. Consequently, the canister simply does not contain enough coffee grounds to "Make up to 270 6 fl. oz. cups" of coffee as labeled and advertised. Rather, only 192 six-fluid ounce cups can be made in accordance with the product's brewing instructions, or only 71% of the number of six fluid ounce cups represented and advertised on the front label.

21. The product labeling and representations by Defendant lead consumers, like Plaintiffs, to believe that the coffee product canister contains enough coffee grounds to make up to 270 six-fluid ounce cups of coffee, in accordance with Defendant's brewing instructions. Plaintiffs, like other consumers, relied to their detriment on these representations when purchasing Defendant's Chestnut Hill coffee products.

22. Family Dollar's marketing representations and labeling of its Chestnut Hill coffee products in its stores are misleading, untrue, and deceive reasonable consumers, as was the case with Plaintiffs. Family Dollar distributes, markets, labels, and sells the Chestnut Hill coffee products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false.

23. Defendant has been engaging in the deceptive and fraudulent practice of manufacturing, labeling, distributing, marketing, and selling the Chestnut Hill coffee products as if the canisters contained enough coffee grounds to make a specified number of six-fluid ounce cups of coffee, such that consumers mistakenly believe that the quantity of coffee grounds contained in canister purchased by the consumer will make a specified number of coffee servings.

24. Defendant's labeling, advertising, and marketing of its Chestnut Hill coffee products are false and misleading because a reasonable consumer, like Plaintiffs, would expect that the canister contains enough coffee grounds to make the specified number of servings prominently displayed on its front label, in accordance with the express "Brewing Instructions" provided by Defendant. As previously alleged, Plaintiffs' due diligence, testing, and investigation demonstrates that it is impossible for the product to make the represented amount of cup servings and, in fact, the number of six-fluid ounce cups of coffee that can be made with the coffee grounds contained in the canister is far below the number specified by Defendant.

25. Family Dollar made these intentional misrepresentations on the in-store labeling and marketing of the Chestnut Hill coffee products that were designed to, and, in fact, did mislead Plaintiffs and class members into paying a price premium for Defendant's Chestnut Hill coffee products.

26. Family Dollar made these material misrepresentations, omissions, and non-disclosures for the purpose of inducing Plaintiffs and other reasonable consumers to pay a price premium for Defendant's Chestnut Hill coffee products based on the belief that the products were of sufficient quantity to make a specified number of six-fluid ounce cups of coffee.

27. Despite knowing that their canisters did not contain enough coffee grounds to make the specified number of six-fluid ounce cups, Defendant has engaged in a widespread marketing and advertising campaign to portray its coffee products as containing sufficient quantities to make a specified number of coffee servings which is false and untrue.

28. Because it is not feasible for a reasonable consumer to physically examine, measure, or test the contents of a coffee product prior to sale, consumers must and do rely upon

representations, labels, and instructions to determine the quantity and serving ability of the coffee products to purchase among comparable alternatives.

29. Products that are entirely enclosed in packaging, such as Defendant's Chestnut Hill coffee products, require the consumer to rely entirely on representations and labels concerning the product. Here, Plaintiffs and the other class members reasonably relied to their detriment on Defendant's deceptive representations and omissions. Defendant made the deceptive representations and omissions on the coffee products as described herein with the intent to induce Plaintiffs and the other class members' payment for the coffee products.

30. Defendant's false, misleading, and deceptive representations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled the other class members.

31. Had Defendant not made the false, misleading, and deceptive misrepresentations and omissions described herein, Plaintiffs and the other class members would not have been economically injured.

32. Plaintiffs are regular coffee consumers that purchased Defendant's Chestnut Hill "Classic Roast Ground Coffee" as depicted herein near their residence. Plaintiffs had previously purchased Chestnut Hill coffee products from Family Dollar.

33. Prior to Plaintiffs' purchase of Defendant's Chestnut Hill "Classic Roast Ground Coffee" as depicted herein, Plaintiffs were exposed to Defendant's labels and representations prominently shown on the canister that the product contained enough coffee grounds to "Make up to 270 6 fl. oz. cups" of coffee. Plaintiffs were directly exposed to Defendant's labels and representations in purchasing the coffee product. Based on Defendant's express labels, directions, and brewing instructions, Plaintiffs believed that the canister they were purchasing

contained enough coffee grounds to "Make up to 270 6 fl. oz. cups" of coffee, and Plaintiffs relied on these representations in purchasing the product and paying a price premium for it.

34. As shown herein, Defendant's labels and express representations were false and misleading. Plaintiffs purchased the coffee product at issue in reliance on Defendant's labels and representations, and were deceived by, and harmed by, Defendant's false advertising. Had Plaintiffs known that Defendant's labels and advertising were false, they would not have paid a price premium for Defendant's Chestnut Hill coffee products.

35. The quantity and availability of serving amounts is an important factor for consumers of coffee products. As previously alleged, consumers of enclosed products of this nature must fully rely upon the representations and labeling on the product addressing its quantity and available servings.

36. Plaintiffs purchased the Chestnut Hill coffee product because they believed that it contained enough coffee grounds to make a specified number of six-fluid ounce cups of coffee based on the labeling and instructions contained on the product's canister. If Plaintiffs had known that the product would not make the specified number of cups, they would not have paid a price premium for the product.

37. Plaintiffs purchased Defendant's Chestnut Hill "Classic Roast Ground Coffee" as shown herein in reliance on Defendant's representations about the number of servings per the product's packaging. Plaintiffs did not know, and had no reason to know, that the product's labeling overstates the number of servings of coffee it is able to make. Indeed, Plaintiffs were unable to measure or calculate how many servings the coffee product could make at the time of purchase. Unbeknownst to Plaintiffs at the time of their purchase, the canister did not contain enough coffee grounds to produce the number of servings promised on the product's front label.

38. Plaintiffs would not have paid as much as they did for the coffee product, had Plaintiffs known that Defendant misrepresented the amount of servings the product could produce.

39. In this action, Plaintiffs make no challenges or complaints surrounding the quality of Defendant's Chestnut Hill coffee products; rather, Plaintiffs' action challenges the false labels surrounding the quantity and serving amounts of Defendant's Chestnut Hill coffee products. As previously alleged, the coffee canister purchased by Plaintiffs makes only 71% of the number of six fluid ounce cups as represented and advertised on the front label. Accordingly, Plaintiffs failed to receive 29% of the product that they purchased and paid for. The compensatory damages sought by Plaintiffs and class members in this action consist not of the full purchase price of the coffee products falsely advertised, but rather consist of the amount overpaid for the product that did not contain the quantities represented. As previously alleged, Plaintiffs and class members were overcharged and overpaid for the coffee products by approximately 29%.

V. CLASS ACTION ALLEGATIONS

40. Pursuant to Ala R. Civ. Pro 23, Plaintiffs respectfully seeks certification of the following class:

> All persons who purchased any products in the United States at a store operated by Defendant or its subsidiaries from January 1, 2019, to the present. Product or products mean all Family Dollar proprietary brand ground coffee products, including all Chestnut Hill coffee products, whose labels represent that they make up to a given number of cups of coffee, including, without limitation, Chestnut Hill Classic Roast Ground Coffee in 33.9-oz and 11.3-oz container sizes.

41. Excluded from the proposed class are Defendant, any of Defendant's affiliated corporations or agents, any entity in which Defendant has a controlling interest, and any agents,

employees, officers, and/or directors of Defendant or any other such entities and its representatives, heirs, successors, and/or assigns.

42. **Numerosity.** The class is so numerous that it would be impracticable to join all effected class members in a single action.

43. **Existence and Predominance of Common Questions of Law and Fact.** There are common questions of law and fact common and of general interest to the class. These common questions of law and fact predominate over any questions effecting only individual members of the class. Said common questions include, but are not limited to, the following:

a. Whether Defendant made material misrepresentations and/or omissions surrounding the amount of six-fluid ounce cups of coffee its canisters could produce;

b. Whether Defendant's packaging and labeling for their Chestnut Hill coffee products are deceptive and misleading;

c. Whether Defendant's misrepresentations and omissions as outlined herein were material to reasonable consumers;

d. Whether Defendant's labeling, marketing, and sale of the Chestnut Hill coffee products as described herein constitutes false advertising;

e. Whether Plaintiffs is entitled to maintain her action on behalf of the class as defined herein;

f. Whether Plaintiffs and class members are entitled to compensatory damages and equitable relief as requested herein.

44. **Typicality.** The claims of the named Plaintiffs are typical of the claims of the class. The claims arise out of the same standard form improper conduct perpetrated on members of the class.

45. **Adequate Representation.** Plaintiffs will fairly and adequately protect the interests of the members of the class and have no interest antagonistic to those of other class members. Plaintiffs have retained class counsel competent to prosecute class actions, and is financially able to represent the class.

46. **Superiority.** The class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable. The interest of judicial economy strongly favor adjudicating the claims as a class action rather than on an individual basis because the amount of any individual's damages are too small to make it practicable to bring individual lawsuits.

47. Class action treatment is proper and this action should be maintained as a class action pursuant to Ala R. Civ. Pro 23 because questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

COUNT I
Breach of Express Warranty

48. Plaintiffs adopt and incorporate all previous allegations in full.

49. Defendant manufactured, marketed, distributed, labeled, and sold the Chestnut Hill coffee products at issue as part of their regular course of business. Plaintiffs and class members purchased the coffee products directly through Family Dollar's retail stores.

50. As described herein, Defendant made express representations and warranties to consumers, which became the basis of the bargain between Plaintiffs, class members, and Defendant, thereby creating express warranties that the coffee products contained enough coffee grounds to conform with Defendant's affirmations of fact, representations, and descriptions; specifically, that the product contained enough coffee grounds to make the specified number of six fluid ounce cups of coffee in accordance with the canister's labels and brewing instructions.

51. As a direct and proximate result of Defendant's breach of express warranty, Plaintiffs and class members are entitled to any and all compensatory damages available to them for not receiving the benefit of their bargain.

COUNT II
Breach of Implied Warranty

52. Plaintiffs adopt and incorporate all previous allegations in full.

53. Section 2-314 of the Uniform Commercial Code provides that, unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. To be "merchantable," goods must, among other things, "pass without objection in the trade under the contract description," "run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved," be "adequately contained, packaged, and labeled as the agreement may require," and "conform to the promise or affirmations of fact made on the container or label."

54. Defendant marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including Plaintiffs and class members who purchased the coffee products.

55. Defendant implicitly warranted the coffee products to be of merchantable quantities as represented by Defendant.

56. Plaintiffs and class members reasonably relied on the express affirmations of fact by Defendant, particularly since consumers have no way of testing or measuring the quantities in Defendant's coffee canisters prior to purchase.

57. Defendant's Clover Valley coffee products did not conform with the quantities and representations made on the containers or labels for the products. Rather, the canisters do not contain enough coffee grounds to make the specified number of six-fluid ounce cups of coffee as labeled and represented by Defendant.

58. Defendant breached their implied warranties because the coffee products do not have the quantities and characteristics as promised, and because the products do not conform to the promises made on their labels.

59. As a direct and proximate result of one or more of these wrongful acts or omissions by Defendant, Plaintiffs and class members have suffered damages and would not have purchased the products if they had known the true facts.

60. As a direct and proximate result of Defendant's breach of implied warranties, Plaintiffs and class members are entitled to any and all compensatory damages available to them.

COUNT III
Breach of Contract

61. Plaintiffs adopt and incorporate all previous allegations in full.

62. By failing to fully and adequately perform its contractual obligations owed to Plaintiffs, including, without limitation, the failure to properly label its coffee canisters with the correct amount of servings provided by each canister as described herein, Defendant materially breached their contract with Plaintiffs.

63. As a result, Plaintiffs suffered damages as described herein.

COUNT IV
Violation of the Georgia's Deceptive Trade Practices Act, Georgia's Fair Business Practices Act, and of All Other Similar State Consumer Fraud/Deceptive Trade Practices Statutes

64. Plaintiffs adopt and incorporate all previous allegations in full.

65. Defendant has violated O.C.G.A. § 10-1-372 in the following respects:

> (a) A person engages in a deceptive trade practice when, in the course of his business, vocation, or occupation, he:
>
> * * *
>
> (5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;
>
> * * *
>
> (9) Advertises goods or services with intent not to sell them as advertised;
>
> * * *
>
> (12) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

66. As set forth above, Defendant marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including Plaintiffs and class members who purchased the coffee products.

67. Defendant's labels and express representations were false and misleading. Plaintiffs purchased the coffee product at issue in reliance on Defendant's labels and representations, and were deceived by, and harmed by, Defendant's false advertising. Had Plaintiffs known that Defendant's labels and advertising were false, he would not have paid a price premium for Defendant's Clover Valley coffee products.

68. Defendant's actions constitute deceptive trade practices under Georgia law and as unlawful practices under Georgia's Fair Business Practices Act, O.C.G.A § 10-1-390, *et seq*. Likewise, Defendant's practices as described herein are violative of similar Deceptive Trade Practices statutes and Consumer Fraud/Protection statues in the other 49 states.

69. As a result of Defendant's unlawful actions, Plaintiffs and the other class members have been injured as described herein and are entitled to any and all available damages and equitable relief.

COUNT V
Violation of the Florida's Deceptive and Unfair Trade Practices Act, Trade Practices Act, and of All Other Similar State Consumer Fraud/Deceptive Trade Practices Statutes

70. Plaintiffs adopt and incorporate all previous allegations in full.

71. Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq. ("FDUTPA"), prohibits "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

72. The stated purpose of FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.202.

73. Plaintiffs and each member of the putative class, as "consumers" under FDUTPA (Fla. Stat. § 501.203(7)), have been harmed by Dollar General's unconscionable, deceptive, and 14 unfair acts and practices in the labeling, advertising, and marketing of its Clover Valley coffee products. Dollar General distributes, markets, labels, and sells the Clover Valley coffee products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false.

74. Dollar General's marketing representations and labeling of its Clover Valley coffee products in its stores are misleading, untrue, and deceive reasonable consumers, as was the case with Plaintiff. Dollar General distributes, markets, labels, and sells the Clover Valley coffee products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false in violation of the FDUTPA.

75. As a result of the deceptive and unfair practices described above, Plaintiffs and each putative member of the class paid more for Defendant's Clover Valley coffee product than they otherwise would, to their detriment.

76. Plaintiffs, on behalf of themselves and each member of the putative class, demand trial by jury and all remedies and damages available to them, including restitution of any overage

they paid in purchasing Defendant's Clover Valley coffee products containing the deceptive labeling, a declaration that Defendant's practices described above are deceptive or unfair trade practices under the Florida Deceptive and Unfair Trade Practices Act, interest, and the attorneys' fees and costs incurred in bringing this action, pursuant to Fla. Stat. § 501.201.

COUNT VI
False or Fraudulent Advertising
Under O.C.G.A. §10-1-421 and under Similar Laws of All Other States

77. Plaintiffs adopt and incorporate all previous allegations in full.

78. Defendant marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including Plaintiffs and class members who purchased the coffee products.

79. Plaintiffs and class members reasonably relied on the express affirmations of fact by Defendant, particularly since consumers have no way of testing or measuring the quantities in Defendant's coffee canisters prior to purchase.

80. Defendant's Clover Valley coffee products did not conform with the quantities and representations made on the containers or labels for the products. Rather, the canisters do not contain enough coffee grounds to make the specified number of six-fluid ounce cups of coffee as labeled and represented by Defendant.

81. Defendant's labels and express representations were false and misleading. Plaintiffs purchased the coffee product at issue in reliance on Defendant's labels and representations, and were deceived by, and harmed by, Defendant's false advertising. Had Plaintiffs known that Defendant's labels and advertising were false, he would not have paid a price premium for Defendant's Clover Valley coffee products.

82. As a direct and proximate result of Defendant's false and/or fraudulent advertising, Plaintiffs have been damaged as described herein.

COUNT VII
Fraud and Suppression

83. Plaintiffs adopt and incorporate all previous allegations in full.

84. As explained in detail herein, Defendant made material misrepresentations and suppressed material facts regarding the marketing, labeling, and promotion, the Clover Valley coffee products as having certain quantities as described herein, including to Plaintiffs and class members who purchased the coffee products., and failed to disclose several important facts, all of which Plaintiffs relied upon to their detriment.

85. As a result of Defendant's fraudulent misrepresentations and concealment/ suppression of material facts, Plaintiffs have been injured as described herein, and is entitled to damages.

COUNT VIII
Negligence

86. Plaintiffs adopt and incorporate all previous allegations in full.

87. Defendant owed a duty to Plaintiffs to be truthful and honest in its marketing and labeling of its coffee canisters.

88. As more fully described herein, Defendant breached that duty.

89. As a direct and proximate and foreseeable result of Defendant's actions, Plaintiffs were injured and has suffered damages, as set forth herein.

COUNT IX
Equitable, Declaratory, and Injunctive Relief

90. Plaintiffs adopt and incorporate all previous allegations in full.

91. Plaintiffs and Class Members have been injured and harmed by Defendant's false, representations and false advertising as described herein.

92. Plaintiffs herein sues on behalf of themselves and other persons similarly situated in order to prohibit Defendant from making such false representations going forward and for collecting revenue from products that are falsely advertised.

93. Plaintiffs and the Class seek injunctive relief enjoining Defendant from making such false representations going forward and to require Defendant to disgorge all ill-gotten gains realized as a result of the business practices described herein.

94. Plaintiffs and Class Members are entitled to declaratory and injunctive relief as set forth above.

COUNT X
Violation of the Tennessee Consumer Protection Act ("TCPA") Under T.C.A. § 47-18-104 and under Similar Laws of All Other States

99. Plaintiffs adopt and incorporate all previous allegations in full.

100. Plaintiff Elayne Smith brings this claim individually and not on behalf of the members of the proposed Tennessee class.

101. T.C.A. § 47-18-104 prohibits "[u]nfair or deceptive acts or practices in the conduct of any trade or commerce[.]"

102. Plaintiff is a "consumer" as defined by the TCPA.

103. The coffee Products are considered goods within the meaning and scope of the TCPA and Defendant is engaged in trade or commerce within the meaning and scope of the TCPA in connection with the sale and distribution of the Products.

104. Defendant has engaged in unfair and deceptive practices under T.C.A. § 47-18-104(b)(5) by overstating the number of servings in the Products.

105. The TCPA further permits anyone who is aggrieved by a violation of the statute to proceed with a suit for declaratory or injunctive relief, as well as for actual damages.

106. Plaintiff has been aggrieved by Defendant's unfair and deceptive practices in violation of TCPA in that she purchased and lost money on Defendant's deceptively labeled and marketed coffee Products.

107. As a direct result of Defendant's unfair and deceptive practices in violation of TCPA, Plaintiff has suffered actual damages, and therefore seek monetary damages, injunctive relief, and declaratory relief under the TCPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the Class defined herein, requests judgment and relief on all Causes of Action as follows:

A. An Order certifying the proposed Class and appointing Plaintiffs and their Counsel to represent the Class;

B. Declaratory, Equitable, and Injunctive relief;

C. Pre-judgment interest from the date of filing this suit;

D. Restitution;

E. Any and all compensatory and statutory damages available;

F. Reasonable attorneys' fees;

G. Costs of this suit; and

H. Such other and further relief as the Court may deem appropriate.

JURY DEMAND

PLAINTIFFS DEMANDS TRIAL BY STRUCK JURY ON ALL ISSUES IN THIS CASE.

Submitted this the 1st day of April 2025.

/s/ Brent Irby
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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April 2025, a true and correct copy of the foregoing has been furnished either through the Court's electronic filing or by U.S. Mail, postage prepaid, upon the following parties and other relevant individuals:

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