IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

JOSEPH MCMAHON, individually and on behalf of all others similarly situated,

Plaintiff,

-against-

BUMBLE BEE FOODS, LLC

Defendant.

Case No.

CLASS ACTION AND REPRESENTATIVE ACTION

COMPLAINT FOR DAMAGES, EQUITABLE AND INJUNCTIVE RELIEF

JURY TRIAL DEMAND

Plaintiff, Joseph McMahon ("Plaintiff"), through his undersigned attorneys, brings this lawsuit against Defendant, Bumble Bee Foods, LLC, (hereinafter "Defendant") as to his own acts, upon personal knowledge, and as to all other matters upon information and belief. In order to remedy the harm arising from Defendant's illegal conduct, which has resulted in unjust profits, Plaintiff brings this action on behalf of himself and a statewide class of Illinois consumers whom, since May 7, 2010, purchased any Bumble Bee products: 1) labeled or advertised as "Excellent Source Omega 3" and/or 2) bearing an American Heart Association seal without disclosing it as a paid endorsement. These products are referred to herein as "Misbranded Food Products."[1]

DEFINITIONS

1. "Class Period" is May 7, 2010 to the present.

2. "Purchased Products" are those products that were purchased by Plaintiffs during the Class Period. Plaintiff, Joseph McMahon, purchased Bumble Bee Chunk White Tuna in Water, Bumble Bee Chunk White Tuna in Oil and Bumble Bee Albacore Tuna in Water. An

[1] This case includes all of the "Purchased Products" and the "Substantially Similar Products" as defined herein.

exemplar photo of Bumble Bee Albacore Tuna in Water is attached at Exhibits 1.

3. "Substantially Similar Products" are the Purchased Products and Defendant's other products that bear the identical unlawful and illegal label statements as those found on the Purchased Products.

4. "Misbranded Food Products" are the Purchased Products and the Substantially Similar Products identified herein.

5. Upon information and belief, these Misbranded Food Products are Bumble Bee products, sold during the Class Period.

SUMMARY OF THE CASE

6. Plaintiff alleges that Defendant packages and labels the Purchased Products in violation of the Illinois Food, Drug and Cosmetic Act. These violations render the Purchased Products and Substantially Similar Products "misbranded." Under Illinois law, a food product that is misbranded cannot legally be manufactured, sold, delivered, held or offered for sale, received, delivered or proffered for delivery, for payment or otherwise. 410 ILCS 620/3.1, 3.3. Misbranded products cannot be legally sold, possessed, have no economic value, and are legally worthless. Indeed, the sale, purchase, delivery or possession of misbranded food is a criminal act in Illinois, and Illinois statute provides for the seizure and destruction of misbranded products. 410 ILCS 620/5-7. This "misbranding" – standing alone without any allegations of deception by Defendant other than the failure to disclose as per its duty, the material fact that the product was illegal, or review of or reliance on the labels by Plaintiffs – gives rise to Plaintiffs' first cause of action and is a strict liability claim.

7. The second aspect to this case is the "deceptive" part. Plaintiffs allege that the labels on the Purchased Products and the Substantially Similar Products are also misleading, deceptive, unfair and fraudulent. Plaintiffs describe these labels and the ways in which they are misleading. Plaintiffs allege that they reviewed the labels on the respective Purchased Products that they purchased, reasonably relied in substantial part on the labels, and were thereby deceived, in deciding to purchase these products. Moreover, the very fact that Defendant sold such illegal

Purchased Products and Substantially Similar Products and did not disclose this fact to consumers is a deceptive act in and of itself. Plaintiffs would not have purchased a product that is illegal to own or possess. Had Defendant informed Plaintiffs of this fact, there would have been no purchases. Plaintiffs relied upon Defendant's implied representation that Defendant's products were legal, which arose from Defendant's material omission of the fact that its products were illegal.

8. Plaintiffs did not know, and had no reason to know, that Defendant's products were misbranded under Illinois law and that the products bore food labeling claims, despite failing to meet the requirements to make those food labeling claims. Similarly, Plaintiffs did not know, and had no reason to know, that Defendant's product labels were false and misleading.

9. Identical Illinois and federal laws require truthful, accurate information on the labels of packaged foods. The law is clear: misbranded food cannot legally be sold, possessed, has no economic value and is legally worthless. Purchasers of misbranded food are entitled to a refund of their purchase price.

10. The FDCA and regulations promulgated thereunder are expressly adopted in Illinois's Illinois Food, Drug and Cosmetic Act ("IFDCA"). See 410 ILCS 620/1, et seq. Therefore, any labeling violation of the FDCA, by definition, is also a violation of the IFDCA. In addition, Illinois has adopted its own independent labeling requirements that are parallel to federal regulations and impose requirements identical to federal regulations.

11. Under both bodies of law, food is "misbranded" if "its labeling is false or misleading in any particular," or if it does not contain certain information on its label or its labeling. 21 U.S.C. § 343(a); See 410 ILCS 620/1, et seq.

12. Under the FDCA, the term "false" has its usual meaning of "untruthful," while the term "misleading" is a term of art. Misbranding reaches not only false claims, but also those claims that might be technically true, but still misleading. If any one representation in the labeling is misleading, the entire food is misbranded, and no other statement in the labeling can cure a misleading statement.

13. Under Illinois law, a food product that is misbranded cannot legally be

manufactured, advertised, distributed, held or sold. Misbranded products cannot be legally sold, possessed, have no economic value, and are legally worthless. Plaintiffs and members of the Class who purchased these products paid an unwarranted premium for these products.

14. Bumble Bee's website, www.bumblebeefoods.com is incorporated into the label for each of Defendant's respective products. The Misbranded Food Products contain the website address. According Illinois law, the Bumble Bee website constitutes the labeling of any product bearing these web addresses. See 410 ILCS 620/2.10 - 2.12; see also, 410 ILCS 620/3.5.

15. If manufacturers, like Defendant, are going to make a claim on a food label, the label must meet certain legal requirements that help consumers make informed choices and ensure that they are not misled and that label claims are truthful, accurate, and backed by scientific evidence. As described more fully below, Defendant has sold products that are misbranded and are worthless because (i) the labels violate Illinois law and, separately, (ii) Defendant made, and continues to make, false, misleading and deceptive claims on their labels.

16. Because the manufacture and sale of the Misbranded Food Products violates the IFDCA, the actions of Defendants also constitute predicate acts under Illinois's consumer protection laws, including the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq. ("ICFA").

17. Plaintiffs bring this action under Illinois law because Defendant's food labeling practices are both (i) unlawful and (ii) deceptive and misleading to consumers.

PARTIES

18. Plaintiff Joseph McMahon is a resident of Chicago, Illinois who purchased Bumble Bee Misbranded Food Products during the (4) years prior to the filing of this Complaint (the "Class Period"). Plaintiff McMahon purchased more than $25.00 of the Misbranded Food Products during the Class Period.

19. Defendant Bumble Bee, Inc. is a Delaware corporation doing business in the State of Illinois and throughout the United States of America. Bumble Bee's principal place of business is 9655 Granite Ridge Dr., Suite 100, San Diego, CA 92123.

20. Defendant is a leading producer of retail seafood products, including the

Misbranded Food Products. Defendant sells its food products to consumers through grocery and other retail stores throughout Illinois.

JURISDICTION AND VENUE

21. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action in which: (1) the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs; (2) a member of the class of Plaintiff is a citizen of a State different from a defendant; and (3) the number of members of all proposed plaintiff classes in the aggregate is greater than 100.

22. The Court has personal jurisdiction over Defendants because a substantial portion of the wrongdoing alleged herein occurred in Illinois. Defendants also have sufficient minimum contacts with Illinois, and have otherwise intentionally availed themselves of the markets in Illinois through the promotion, marketing, and sale of products sufficient to render the exercise of jurisdiction by this Court permissible under traditional notions of fair play and substantial justice.

23. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) and (3) because a substantial part of the events or omissions giving rise to these claims occurred in this District, a substantial part of the property that is the subject of this action is situated in this District, and Defendants are subject to the Court's personal jurisdiction with respect to this action.

FACTUAL ALLEGATIONS

24. Bumble Bee produces a variety of seafood products, and is best known for its tuna products. Bumble Bee represents that it is North America's largest branded shelf-stable seafood company. Bumble Bee products include canned and pouched tuna, salmon, shrimp, crab, clams, oysters, sardines, mackerel, and chicken. Bumble Bee also sells ready-to-eat chicken salad, seafood salad, tuna salad and tuna medley meal kits for such products as chicken salad, seafood salad, tuna salad and tuna medley. Bumble Bee sells sardines and other seafood products under such labels as Beach Cliff®, Brunswick® and King Oscar®.

A. Defendant's Food Products are Misbranded with an Unlawful Omega 3 Nutrient Content Claim

25. Defendant's products are illegally misbranded for several reasons. First, Defendant's products are misbranded under Section 403 of the FDCA [21 U.S.C. 343] (which has been adopted in Illinois) because its labeling includes unauthorized Omega 3 nutrient content claims because its labels contain the statement "Excellent Source of Omega 3". Defendant has made and continues to make food label claims that are prohibited by Illinois law. Under Illinois law, Defendant's Misbranded Food Products cannot legally be manufactured, advertised, distributed, held or sold. Defendant's false and misleading labeling practices stem from its global marketing strategy. Thus, the violations and misrepresentations are similar across product labels and product lines.

26. 21 C.F.R. § 101.54 provides specific requirements for nutrient content claims, which Illinois has expressly adopted, specifies that where a particular nutrient does not have an established daily value (DV) under FDA regulations, food producers may not state on their food labels that their food product is a "good source" of the nutrient, or use a comparable phrase, such as "excellent source" or "rich in." 21 C.F.R. § 101.54.

27. 410 ILCS 620/11(j) provides that a food is misbranded if "it purports to be or is represented for special dietary uses, unless its label bears such information concerning its vitamin, mineral and other dietary properties as the Director determines to be, and by regulations prescribes as necessary in order to fully inform purchasers as to its value for such uses."

28. 410 ILCS 620/20 provides that an advertisement of a food, drug, device or cosmetic shall be deemed to be false if it is false or misleading in any particular, including a representation of it having any effect on heart and vascular diseases or high blood pressure, among other diseases.

29. Other companies that sell similar products with similar Omega 3 nutrient content claims have been found by FDA to be in violation of the laws concerning such claims. On July 15, 2011, the FDA sent a warning letter to Natural Guidance, LLC, informing the company of its failure to comply with the requirements of the Federal Food Drug and Cosmetic Act ("FDCA") and its regulations, all of which have been expressly adopted by Illinois

30. The FDA Warning Letter to Natural Guidance, LLC, stated, in pertinent part:

This is to advise you that the U.S. Food and Drug Administration (FDA) reviewed your websites www.naturalguidance.com[1] and www.salba.com[2], as recently as July 2011, and has determined that your Salba® brand products are promoted for conditions that cause the products to be drugs under section 201(g)(1)(B) of the Federal Food, Drug, and Cosmetic Act (the Act) [21 U.S.C. § 321(g)(1)(B)]. The therapeutic claims on your website establish that the products are drugs because they are intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in humans. The marketing of the products with these claims violates the Act. You may find the Act and its implementing regulations through links on FDA's home page at www.fda.gov[3]

Some examples of claims taken from your website at www.naturalguidance.com[4], include:

From your webpage titled "Salba - A Superior Source of Omega-3s" at www.salba.com/superior source[6]:

"Omega-3s Benefits ...

Child Depression

Breast, Colon, and Prostate Cancer

Coronary Heart Disease

Diabetes management

Cardiovascular Heart Disease"

Your Salba® brand products are not generally recognized as safe and effective for the above referenced uses and therefore, the products are new drugs as defined in section 201(p) of the Act [21 U.S.C. § 321(p)]. Under section 505(a) of the Act [21 U.S.C. § 355(a)], a new drug may not be legally marketed in the U.S. without an approved New Drug Application (NDA). FDA approves new drugs on the basis of scientific data submitted by a drug sponsor to demonstrate that the drug is safe and effective.

Furthermore, because your Salba® brand products are offered for conditions that are not amenable to self-diagnosis and treatment by individuals who are not medical practitioners; adequate directions for use cannot be written so that a layperson can use these products safely for their intended uses. Thus, your products are also misbranded under section 502(f)(1) of the Act [21 U.S.C. § 352 (f)(1)] in that the labeling for these drugs fails to bear adequate directions for use.

Misbranded Products

Even if your Salba products were not unapproved new drugs, your Salba Whole Seed Super-grain - 16 oz., Salba Ground Seed-9.5 oz., Salba Seed Oil (12oz), Salba Seed Oil Softgels, and Salba Whole Food Bars (Cranberry Nut, Mixed Berry, and Tropical Fruit) would be misbranded under section 403 of the Act [21 U.S.C. 343] because their labeling includes unauthorized nutrient content claims. A claim that characterizes the level of a nutrient which is of the type required to be in the labeling of the food must be made in accordance with an FDA regulation authorizing the use of such a claim. Characterizing the level of a nutrient in food labeling of a product without complying with specific requirements pertaining to nutrient content claims for that nutrient misbrands the product under section 403(r)(1)(A) of the Act.

1. Nutrient content claims that use the defined terms "rich in," "high," or "excellent source of' may be used in the labeling of a food only if the food contains 20 percent or more of the daily value (DV) of that nutrient per reference amount customarily consumed (RACC), as required by 21 CFR 101.54(b)(1). Such claims may not be made about a nutrient for which there is no established DV.

31. Identical federal and Illinois regulations regulate Omega 3 claims as a particular type of nutrient content claim. Because Omega 3 does not have an established daily value (DV), food producers may not state on their labels that their products are a "good source" of Omega 3, or use a synonym conveying the same message like “excellent” source. 21 CFR § 101.54. If food producers employ an Omega 3 nutrient content claim, the claim must have been statutorily authorized and must specify whether the claim is referring to ALA, DHA, or EPA Omega 3 fatty acids.

32. Defendant has violated 21 C.F.R. § 101.54 by representing that its products are an "excellent source" of Omega 3 and by failing to specify whether its Omega 3 nutrient content claims are referring to ALA, DHA or EPA Omega 3 fatty acids. For example, certain Bumble Bee products claim to be an "excellent source of Omega 3" but they fail to disclose that Omega 3 has no established Daily Value pursuant to FDA regulations. Thus, these products violate the provisions of 21 C.F.R. § 101.54, which have been adopted by Illinois.

33. The types of misrepresentations made above would be considered by a reasonable consumer when deciding to purchase Defendant’s products. Defendant’s utilization of unlawful nutrient content claims renders the labels of these products false and misleading. The failure to comply with the labeling requirements of 21 C.F.R. § 101.54 renders Defendant’s products misbranded as a matter of Illinois law. Misbranded products cannot be legally sold and are legally worthless.

34. Plaintiffs read the Omega 3 nutrient content claims on the Defendant’s Misbranded Food Products and relied on the Omega 3 nutrient content claims when making their purchase decisions. Plaintiffs were misled because they erroneously believed Defendant’s misrepresentations that the Defendant’s products they were purchasing qualified for the nutritional claims being made and met the minimum nutritional thresholds to make such claims.

Plaintiffs would not have purchased these products had they known that the products did not in fact qualify for the nutritional claims being made and failed to meet the minimum nutritional thresholds to make such claims.

35. Plaintiffs were thus misled by Defendant's unlawful labeling practices and actions, into purchasing products that they would not have otherwise purchased had they known the truth about those products. Plaintiffs and members of the Class who purchased the Defendant's Misbranded Food Products paid an unwarranted premium for the Defendant's Misbranded Food Products.

36. During the Class Period, Bumble Bee Albacore Tuna in Water was labeled "Excellent Source Omega 3" and Bumble Bee Tuna Salad Kit was labeled "Excellent Source Omega 3." Both of these Purchased Products bore an unlawful Omega 3 nutrient content claim. Exemplar labels of certain Purchased Products are provided in Exhibits 1-2. These exhibits are true, correct and accurate photographs of Bumble Bee labels, distributed by Defendant during the Class Period.

B. Defendant's Food Products are Misbranded Because Its Labels Display an Omega 3 Nutrient Content Claim Despite Containing a Disqualifying Level of Saturated Fat

37. During the Class Period, Defendant's Bumble Bee Tuna Salad Kit was misbranded under 21 C.F.R. § 101.13, which provides the general requirements for nutrient content claims, and which Illinois has expressly adopted. 21 C.F.R. § 101.13 requires that manufacturers include certain disclosures when a nutrient claim is made and, at the same time, the product contains certain levels of unhealthy ingredients, such as fat and sodium.

38. 21 C.F.R. § 101.13(h)(1) provides that: "If a food ... contains more than 13.0 g of fat, 4.0 g of saturated fat, 60 milligrams (mg) of cholesterol, or 480 mg of sodium per reference amount customarily consumed, per labeled serving, or, for a food with a reference amount customarily consumed of 30 g or less ... per 50 g ... then that food must bear a statement disclosing that the nutrient exceeding the specified level is present in the food."

39. 21 C.F.R. § 101.13 also sets forth the manner in which that disclosure must be made, as follows:

> (4)(i) The disclosure statement "See nutrition information for content" shall be in easily legible boldface print or type, in distinct contrast to other printed or graphic matter, and in a size no less than that required by §101.105(i) for the net quantity of contents statement, except where the size of the claim is less than two times the required size of the net quantity of contents statement, in which case the disclosure statement shall be no less than one-half the size of the claim but no smaller than one-sixteenth of an inch, unless the package complies with §101.2(c)(2), in which case the disclosure statement may be in type of not less than one thirty-second of an inch.
>
> (ii) The disclosure statement shall be immediately adjacent to the nutrient content claim and may have no intervening material other than, if applicable, other information in the statement of identity or any other information that is required to be presented with the claim under this section (e.g., see paragraph (j)(2) of this section) or under a regulation in subpart D of this part (e.g., see §§101.54 and 101.62). If the nutrient content claim appears on more than one panel of the label, the disclosure statement shall be adjacent to the claim on each panel except for the panel that bears the nutrition information where it may be omitted.

40. To appeal to consumer preferences, Bumble Bee has repeatedly made unlawful nutrient content claims on products containing disqualifying levels of fat, sodium and cholesterol. These nutrient content claims were unlawful because they failed to include disclosure statements required by law that are designed to inform consumers of the inherently unhealthy nature of those products in violation of 21 C.F.R. § 101.13(h), which has been incorporated in Illinois law.

41. Certain Bumble Bee food products bearing the "Excellent Source of Omega 3" labels made such claims despite disqualifying levels of unhealthy components, without proper disclosure. For example, the Bumble Bee Tuna Salad Kit possessed a label stating "Excellent Source Omega 3," but contains eighteen grams of fat per labeled serving and does not bear a statement that fat exceeding the specified level is present. The failure to include the required disclosure statement renders the products at issue misbranded as a matter of law. Misbranded products cannot be legally held or sold and are legally worthless.

42. These regulations are intended to ensure that consumers are not misled to believe that a product that claims, for instance, to be an Excellent Source of Omega 3, but actually has unhealthy levels of fat or cholesterol, is a healthy choice, because of the presence of Omega 3. Plaintiff did not know, and had no reason to know, that Defendant's Misbranded Food Products were misbranded, and bore nutrient claims despite failing to meet the requirements to make those nutrient claims. Plaintiff was equally unaware that Defendant's Misbranded Food Products

contained one or more nutrients like fat, sodium, or cholesterol at levels that, according to the FDA and the State of Illinois, may increase the risk of disease or health related condition that is diet related.

43. Based on the fat and cholesterol content of these products, pursuant to federal and Illinois law, Defendant must include a warning statement adjacent to the Omega 3 nutrient claim that informs consumers of the high levels of fat. No such fat disclosure statement existed on these products during the Class Period. The failure to include the mandated disclosure statement rendered the labels of these products false and misleading. Therefore, they were misbranded as a matter of federal and Illinois law and could not be sold because they were legally worthless.

44. Plaintiff read the Omega 3 nutrient content claims on Defendant's Misbranded Food Products and reasonably relied on the Omega 3 nutrient content claims when making their purchase decisions. Plaintiff was misled because he erroneously believed, based on Defendant's material omissions, that Defendant's products did not contain certain levels of one or more nutrients like fat, sodium, or cholesterol that, according to the FDA, may increase the risk of disease or health related condition that is diet related. Plaintiff perceived the Defendant's Misbranded Products as heart-healthy, as indicated by Defendant's labeling and marketing. Plaintiff would not have purchased these products had they known that the products did in fact contain one or more nutrients like fat, sodium, or cholesterol that, according to the FDA, may increase the risk of disease or health related condition that is diet related.

45. Plaintiff was thus misled by Defendant's unlawful labeling practices and actions into purchasing products that he would not have otherwise purchased had they known the truth about those products. Plaintiff and members of the Class who purchased Defendant's Misbranded Food Products paid an unwarranted premium for the Defendant's Misbranded Food Products.

C. Defendant's Food Products are Misbranded Its Labels Display An American Heart Association Heart Check Seal While Not Disclosing it as a Paid Endorsement

46. Plaintiff purchased Bumble Bee Albacore Tuna in Water, which bears an unlawful paid American Heart Association endorsement that has been determined by the FDA to be

misleading to consumers when used in the manner in which it is used by Defendant.

47. The label on Bumble Bee Albacore Tuna in Water contains a "heart-check mark" endorsement from the American Heart Association.

48. Defendant provided compensation to the American Heart Association in return for the use of the endorsement.

49. The label does not disclose that this was a paid endorsement.

50. In order to protect consumers from being misled, the laws regulating the labeling of food require that companies disclose any instance where they have paid to receive an endorsement that is placed on a product label.

51. According to the FDA:

> The agency recognizes that endorsements made for compensation by private organizations or individuals may be misleading to consumers. The agency is advising that when such endorsements are made, a statement should be included in close proximity to the claim, informing consumers that the organization or individual was compensated for the endorsement. Failure to divulge this information on a label that bears a paid endorsement would cause the product to be misbranded under sections 403(a) and 201(n) of the act for failure to reveal a fact that is material.

52. The failure to disclose that an endorsement was a paid endorsement also violates 21 C.F.R. § 1.21 which states that it is unlawful to fail to reveal a material fact on the label of a food product.

53. The FDA has issued at least one warning letter for such an unlawful and misleading practice.

54. In direct violation of the labeling laws and the FDA directive, Defendant paid to receive the "heart-check mark" from the American Heart Association, and then placed the endorsement on product labels without disclosing that this was a paid endorsement of its products, including Bumble Bee Albacore Tuna in Water.

55. This mark was intended and did convey to Plaintiff that an independent third party had certified the healthiness and heart-healthiness of the product in question.

56. Plaintiff was unaware of the fact that this heart-check mark was obtained only after

the Defendant paid for its placement.

57. Plaintiff relied on this mark and it influenced their purchase decisions.

58. Had Defendant disclosed that the endorsement was a paid endorsement, Plaintiff would not have viewed the certification as independent, and would not have viewed the product as being more healthy and beneficial than other alternatives.

59. This would have affected the Plaintiff's purchase decisions.

60. Had Plaintiff known that the product was misbranded because of the failure to reveal such a material fact and that the product had not been labeled in accordance with the law, Plaintiff would not have purchased the product.

61. Plaintiff's reliance was reasonable, and a reasonable consumer would have been misled by Defendant's actions.

62. Indeed, promotional materials provided by the American Heart Association to companies interested in participating in the heart-check program confirm that controlled studies show that the mark increases sales by influencing consumers that an "independent" group has certified the healthiness and heart healthiness of products bearing the mark.

63. According to these materials: "Shoppers want clear, simple purchase guidance from a trusted source. The American Heart Association heart-check mark increases product sales because seeing the mark on a package assures shoppers they are making a smart choice."

64. Those materials also emphasize the benefits to a food company of placing the mark on their product and how such a mark will be perceived and used by consumers.

65. According to the heart-check marketing materials: "More than half of shoppers prefer food ratings from a third-party health organization, such as the American Heart Association's heart-check mark. The rise of new food icons has created confusion, but ultimately consumers rely on the independent symbol they have come to know and trust."

D. Illinois Law Prohibits Defendant's Misbranded Labels

66. Food manufacturers are required to comply with identical federal and state laws and regulations that govern the labeling of food products. First and foremost among these is the FDCA and its labeling regulations, including those set forth in 21 C.F.R. § 101 *et seq*.

67. Illinois has expressly adopted the federal labeling requirements as its own and indicated that "The Director is authorized to make the regulations promulgated under this Act conform, in so far as practicable, with those promulgated under the Federal Act." Additionally, "[a] federal regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation." 410 ILCS 620/21.

68. In addition to its blanket adoption of federal labeling requirements, Illinois has also enacted a number of laws and regulations that adopt and incorporate specific enumerated federal food laws and regulations. For example, a food product is misbranded under if its labeling is false and misleading in one or more particulars. 410 ILCS 620/11.

69. Pursuant to Illinois law, the sale of such a misbranded product constitutes a criminal act punishable as Class C or Class A misdemeanor. 410 ILCS 620/5. As a result, the injury to the Class arises from the Defendant illegally selling a product it misbranded, the sale of which is a criminal act. Plaintiff and the Class have been unlawfully deprived of money in an illegal transaction that occurred because the Defendant sold them a worthless, illegal product that could not be legally sold or possessed. Due to the law's prohibition of possession of such a product, consumers have been unwittingly placed, solely and directly by Defendant's conduct, in a legal position that no reasonable consumer would choose. Consumers have thus been directly injured by the Defendant's illegal act of unlawfully selling them an illegal product. This harm goes beyond mere economic injury.

70. Under Illinois law, a food product that is misbranded cannot be legally manufactured, advertised, distributed, possessed or sold. Because these products are illegal to possess, they have no economic value and are legally worthless. Indeed, the sale or possession of misbranded food is a criminal act in Illinois. The sale of misbranded products is illegal under federal law as well, as previously stated, and can result in the seizure of the misbranded products and imprisonment of those involved. When Plaintiff and the Class purchased an illegally misbranded product (such as the Purchased Products and Substantially Similar Products), there is causation and injury even absent reliance on the misrepresentations that misbranded the product.

71. The unlawful sale of misbranded food products that are illegal to sell or possess as

a matter of express statutory law pursuant to 410 ILCS 620/3.2 - standing alone without any allegations of deception by Defendant other than the implicit misrepresentation that its products are legal to sell or possess, or any review of or reliance on the particular labeling claims by Plaintiffs – gives rise to Plaintiff'' right to recover for the damages suffered as a result of the illegal sale. Such illegal sales constitute illegal contracts and as such are void and entitle Plaintiff and the Class to damages and restitution under the common law and Illinois state law.

72. In short, Defendant's injury causing unlawful conduct is the only necessary element needed for liability. All Plaintiff needs to show is that they bought an unlawful product that they would not have otherwise purchased absent the Defendant's failure to disclose the material fact that the product was unlawful to sell or possess. Therefore, this claim does not sound in fraud; instead, it alleges strict liability pursuant to the above cited provisions of the federal law and Illinois laws relating to illegal contracts and transactions. However, Plaintiff did in fact rely upon the misrepresentations on the labels.

73. Thus, in this case, where Defendant unlawfully sold Misbranded Food Products: there is 1) a violation of specific labeling regulations and 2) an independent violation of the Illinois Consumer Fraud Act due to the Defendant's sale of an illegal product that is unlawful to possess. Plaintiff would not have bought the misbranded food products had he known, or had Defendant disclosed, the material fact that the misbranded food products were illegal to sell and possess. Plaintiff was injured by the Defendant's unlawful act of selling an illegal product that was illegal to sell or possess.

E. <u>Defendant Has Knowingly Violated Numerous Federal and Illinois Laws</u>

74. Defendant has violated 410 ILCS § 620/3.5, which makes it unlawful to disseminate false or misleading food advertisements that include statements on products and product packaging or labeling or any other medium used to directly or indirectly induce the purchase of a food product.

75. Defendant has violated 410 ILCS § 620/11(f) because words, statements, or other information required pursuant to the IFDCA to appear on the label or labeling are not prominently placed upon the label or labeling with conspicuousness, as compared with other words,

statements, designs, or devices in the labeling and in terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use.

76. Defendant has violated 410 ILCS § 620/3.1, which makes it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded.

77. Defendant has violated 410 ILCS § 620/3.2, which makes it unlawful for any person to misbrand any food.

78. Defendant has violated 410 ILCS § 620/3.3, which makes it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer any such food for delivery.

79. Defendant has violated 410 ILCS § 620/11(a) because, for all the reasons set forth herein, Bumble Bee labeling is false and misleading in one or more ways. Among other things, because they purport to be or are represented to be for special dietary uses, and their labels fail to bear information concerning their vitamin, mineral, and other dietary properties that federal regulations have prescribed as necessary in order fully to inform purchasers as to their value for such uses.

F. Plaintiffs Purchased Defendant's Misbranded Food Products

80. As described in Paragraph 2, Plaintiff purchased the Purchased Products. Plaintiff cares about the nutritional content of food and seeks to maintain a healthy diet. During the Class Period, Plaintiff spent more than $25.00 on the Purchased Products.

81. Plaintiff read and reasonably relied on the labels on Defendant's Purchased Products before purchasing them as described herein. Plaintiff relied on Defendant's labeling as described herein and based and justified the decision to purchase Defendant's products, in substantial part, on the label.

82. At the point of sale, Plaintiff did not know, and had no reason to know, that the Purchased Products were unlawful and misbranded as set forth herein, and would not have bought the product had they known the truth about it, *i.e.*, that the product was illegal to purchase and possess.

83. After Plaintiff learned that Defendant's Purchased Products were falsely labeled,

he stopped purchasing them.

84. As a result of Defendant's unlawful misrepresentations, Plaintiff and thousands of others in Illinois purchased the Purchased Products and the Substantially Similar Products at issue.

85. Defendant's labeling as alleged herein is false and misleading and was designed to increase sales of the products at issue. Defendant's misrepresentations are part of their systematic labeling practices and a reasonable person would attach importance to Defendant's misrepresentations in determining whether to purchase the products at issue.

86. A reasonable person would also attach importance to whether Defendant's products are "misbranded," i.e., legally salable, and capable of legal possession, and to Defendant's representations about these issues in determining whether to purchase the products at issue. Plaintiff would not have purchased Defendant's products had he known they were not capable of being legally sold or held.

87. Plaintiff's purchases of the Purchased Products damaged Plaintiff because misbranded products cannot be legally sold, possessed, have no economic value, and are legally worthless.

88. Defendant's labeling, advertising and marketing as alleged herein are false and misleading and were designed to increase sales of the products at issue. Defendant's misrepresentations and material omissions are part of an extensive labeling, advertising and marketing campaign, and a reasonable person would attach importance to Defendant's misrepresentations and material omissions in determining whether to purchase the products at issue.

89. A reasonable person would also attach importance to whether Defendant's products were legal for sale, and capable of legal possession, and to Defendant's representations about these issues in determining whether to purchase the products at issue. Plaintiff would not have purchased Defendant's Misbranded Food Products had they known they were not capable of being legally sold or held.

90. Defendant's violations of law include the illegal advertising, marketing,

distribution, delivery and sale of Defendant's Misbranded Food Products to consumers in Illinois.

CLASS ACTION ALLEGATIONS

91. Plaintiff bring this action as a class action, pursuant to FRCP 23, on behalf of the following class:

> All persons in the state of Illinios who, since May 7, 2009, purchased Defendant's food products: 1) labeled or advertised as "Excellent Source Omega 3" and/or 2) bearing an American Heart Association seal without disclosing it as a paid endorsement.

92. The following persons are expressly excluded from the Class: (1) Defendant and its subsidiaries and affiliates; (2) all persons who make a timely election to be excluded from the proposed Class; (3) governmental entities; and (4) the Judge to whom this case is assigned and the Judge's staff.

93. This action can be maintained as a class action because there is a well-defined community of interest in the litigation and the Class is easily ascertainable.

94. Numerosity: Based upon Defendant's publicly available sales data with respect to the misbranded products at issue, it is estimated that the Class numbers in the thousands, and that joinder of all Class members is impracticable.

95. Common Questions Predominate: This action involves common questions of law and fact applicable to each Class member that predominate over questions that affect only individual Class members. Thus, proof of a common set of facts will establish the right of each Class member to recover. Questions of law and fact common to each Class member include:

a. Whether Defendant engaged in unlawful, unfair or deceptive business practices by failing to properly package and label its food products it sold to consumers;

b. Whether the food products at issue were misbranded as a matter of law;

c. Whether Defendant made unlawful and misleading ingredient claims with respect to its food products sold to consumers;

d. Whether Defendant violated Illinois law, including 410 ILCS § 620/3.5, 410 ILCS § 620/11(f), 410 ILCS § 620/3.1, 410 ILCS § 620/3.2, 410 ILCS § 620/3.3, 410 ILCS § 620/11(a) and/or the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, et seq.;

e. Whether Plaintiffs and the Class are entitled to equitable and/or injunctive relief;

f. Whether Defendant's unlawful, unfair and/or deceptive practices harmed Plaintiffs and the Class; and

g. Whether Defendant was unjustly enriched by its deceptive practices.

96. Typicality: Plaintiff's claims are typical of the claims of the members of the Class because Plaintiff bought Defendant's Misbranded Food Products during the Class Period. Defendant's unlawful, unfair and/or fraudulent actions concern the same business practices described herein irrespective of where they occurred or were experienced. Plaintiff and each Class member sustained similar injuries arising out of Defendant's conduct in violation of Illinois law. The injuries of each member of the Class were caused directly by Defendant's wrongful conduct. In addition, the factual underpinning of Defendant's misconduct is common to all Class members, and represents a common thread of misconduct resulting in injury to all members of the Class. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the Class members, and are based on the same legal theories.

97. Adequacy: Plaintiff will fairly and adequately protect the interests of the Class. Neither Plaintiff nor Plaintiff's counsel have any interests that conflict with or are antagonistic to the interests of either Class's members. Plaintiff has retained highly competent and experienced class action attorneys to represent their interests and those of the members of the Class. Plaintiff and Plaintiff's counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiff and Plaintiff's counsel are aware of their fiduciary responsibilities to the members of the Class and will diligently discharge those duties by seeking the maximum possible recovery for the Class.

98. Superiority: There is no plain, speedy or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by each member of the Class will tend to establish inconsistent standards of conduct for Defendant and result in the impairment of each Class member's rights and the disposition of their interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions

would engender. Further, as the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual members of the Class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the Court and the litigants, and will promote consistency and efficiency of adjudication.

99. The prerequisites to maintaining a class action for injunctive or equitable relief are met as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

100. The prerequisites to maintaining a class action are met as questions of law or fact common to each Class member predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

101. Plaintiffs and Plaintiffs' counsel are unaware of any difficulties likely in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act 815 ILCS 505/1 et seq

102. Plaintiff incorporates by reference each allegation set forth above.

103. This Count is brought pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq.

104. Defendant's conduct constitutes unlawful business acts and practices.

105. Defendant sold Misbranded Food Products, the Purchased Products and Substantially Similar Products in Illinois during the Class Period.

106. Defendant is a corporation and, therefore, a "person" within the meaning of 815 ILCS 505/1 (c).

107. Defendant's Misbranded Food Products, the Purchased Products and Substantially Similar Products constitute "merchandise" within the meaning of 815 ILCS 505/1 (b)

108. Defendant's sale of Misbranded Food Products, the Purchased Products and Substantially Similar Products within Illinois meets the definition of "sale" within the meaning of 815 ILCS 505/1 (d).

109. Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2, provides in pertinent part:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

110. Defendant's acts and practices regarding the labeling and misbranding of Misbranded Food Products, the Purchased Products and Substantially Similar Products, as alleged above, were deceptive, fraudulent, under false pretense, under false promise, a misrepresentation, concealment, suppression or omission.

111. The deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression or omission of material facts alleged in the preceding paragraphs occurred in connection with Defendant's conduct of trade or commerce in Illinois.

112. Plaintiff and the Class were the intended targets of such representations.

113. Plaintiff and the Class were misled and deceived.

114. Defendants have engaged in unfair and deceptive business acts and practices.

115. Plaintiff and the Class were injured by Defendants' unfair and deceptive business acts and practices.

116. Defendants' deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression or omission caused Plaintiff and the Class to purchase Misbranded Food Products, the Purchased Products and Substantially Similar Products that they would otherwise not have purchased had they known the true nature of these products.

117. Defendant sold to Plaintiff and the Class products that were not capable of being sold legally, and which have no economic value.

118. Plaintiff and the Class were injured when they paid good money for these illegal and worthless products.

119. As a result of Defendants' unlawful business practices, Plaintiff and the Class, pursuant to 815 ILCS 505/10a are entitled to an order enjoining such future conduct and such other orders and judgments which may be necessary to disgorge Defendants' ill-gotten gains and to restore to Plaintiff and any Class member any money paid for Defendant's products.

SECOND CAUSE OF ACTION
Violation of the Illinois Food, Drug and Cosmetic Act
410 ILCS 620/1 *et seq.*

120. Plaintiff repeats and realleges each of the above allegations as if fully set forth herein.

121. All containers of the Purchased Products and Substantially Similar Products are misbranded.

122. Pursuant to the IFDCA, 410 ILCS 620/3.1, it is unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded.

123. Pursuant to the IFDCA, 410 ILCS 620/3.2, it is unlawful for any person to misbrand any food.

124. Pursuant to the IFDCA, 410 ILCS 620/3.5, it is unlawful to disseminate false or misleading food advertisements that include statements on products and product packaging or labeling or any other medium used to directly or indirectly induce the purchase of a food product.

125. Pursuant to the IFDCA, 410 ILCS 620/3.5, it is unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer any such food for delivery.

126. The IFDCA, 410 ILCS 620/11, provides that a food is deemed misbranded:

(a) If its labeling is false or misleading in any particular…

(d) If its container is so made, formed, or filled as to be misleading…

(f) If any word, statement, or other information required by or under authority of this Act to appear on the label or labeling is not prominently placed

> thereon with such conspicuousness (as compared with other words, statements, or designs, 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…

127. All label of Purchased Products and Substantially Similar Products are misleading in a particular.

128. All labels of Purchased Products and Substantially Similar Products are made as to be misleading

129. All labels of Purchased Products and Substantially Similar Products fail to comport with the specifications, whether in words, statements or other information, as required under the IFDCA.

130. All labels of Purchased Products and Substantially Similar Products bear or contain unauthorized Omega 3 nutrient content claims without bearing a label also containing certain necessary full disclosures of fact, as set forth above.

131. Plaintiff and the Class purchased such Misbranded Food Products, the Purchased Products and Substantially Similar Products.

132. Defendants sold to Plaintiff and the Class products that were not capable of being sold legally, and which have no economic value.

133. Plaintiff and the Class members would not have purchased Defendant's Misbranded Food Products and Substantially Similar Products had they been aware that they were illegal to sell, violated state and federal law, were misbranded and were economically worthless.

134. Plaintiff and the Class members were harmed as a result of the purchase of Defendant's Misbranded Food Products, the Purchased Products and Substantially Similar Products, and are entitled to damages, including the amounts spent on Defendant's Misbranded Food Products, the Purchased Products and Substantially Similar Products, and punitive damages.

THIRD CAUSE OF ACTION
Breach Of Implied Warranty Of Merchantability

135. Plaintiff repeats and re-alleges each of the above allegations as if fully set forth herein.

136. Implied in the purchase of Misbranded Food Products by Plaintiff and the Class is the warranty that the purchased products are legal and can be lawfully resold.

137. Defendant knowingly and intentionally misbranded its Misbranded Food Products.

138. Defendant knew those Misbranded Food Products were illegal.

139. When Defendant sold those products it impliedly warranted that the products were legal and could be lawfully resold.

140. Plaintiff would not have knowingly purchased products that were illegal and unsellable.

141. No reasonable consumer would knowingly purchase products that are illegal and unsellable.

142. The purchased Misbranded Food Products were unfit for the ordinary purpose for which Plaintiffs and the Class purchased them.

143. In fact, these Misbranded Food Products were illegal, misbranded, and economically worthless.

144. As a result, Plaintiff and the Class were injured through their purchase of an unsuitable, useless, illegal, and unsellable product.

145. By reason of the foregoing, Plaintiff and the Class were damaged in the amount they paid for Misbranded Food Products.

FOURTH CAUSE OF ACTION
Negligent Misrepresentation

146. Plaintiffs repeat and re-allege each of the above allegations as if fully set forth herein.

147. In making representations of fact to Plaintiff and the other Class members about its Misbranded Food Products, Defendant failed to fulfill its duty to disclose the material facts alleged above. Such failure to disclose on the part of Defendant amounts to negligent misrepresentation.

148. Plaintiff and the other Class members, as a direct and proximate cause of Defendant's negligent misrepresentations, reasonably relied upon such misrepresentations to their

detriment. By reason thereof, Plaintiff and the other Class members have suffered damages in an amount to be proved at trial.

FIFTH CAUSE OF ACTION
Negligence

149. Plaintiff repeats and re-alleges each of the above allegations as if fully set forth herein.

150. In making representations of fact to Plaintiff and the other Class members about their Misbranded Food Products, Defendant failed to lawfully label or advertise its Misbranded Food Products and violated its duties to disclose the material facts alleged above. Such conduct on the part of Defendant amounts to negligence.

151. Plaintiff and the other Class members, as a direct and proximate cause of Defendant's negligence, reasonably relied upon such representations to their detriment. By reason thereof, Plaintiff and the other Class members have suffered damages.

152. As described above, Defendant's actions violated a number of express statutory provisions designed to protect Plaintiff and the Class. Defendant's illegal actions constitute negligence per se. Moreover, the statutory food labeling and misbranding provisions violated by Defendant are strict liability provisions.

153. As alleged above, Plaintiff and the Class were injured by Defendant's statutory violations and are entitled to recover an amount to be determined at trial due to the injuries and loss they suffered as a result of Defendant's negligence.

SIXTH CAUSE OF ACTION
Unjust Enrichment

154. Plaintiff repeats and re-alleges each of the above allegations as if fully set forth herein.

155. As a result of Defendant's unlawful and deceptive actions described above, Defendant was enriched at the expense of Plaintiff and the Class through the payment of the purchase price for Misbranded Food Products.

156. Under the circumstances, it would be against equity and good conscience to permit

Defendant to retain the ill-gotten benefits that it received from the Plaintiff and the Class, in light of the fact that the Misbranded Food Products purchased by Plaintiff and the Class were an illegal product and were not what Defendant represented them to be. Thus, it would be unjust and inequitable for Defendant to retain the benefit without restitution to the Plaintiff and the Class for the monies paid to Defendant for Misbranded Food Products.

SEVENTH CAUSE OF ACTION
Common Count Of Money Had And Received
(Recovery In Assumpsit of Funds Paid For Misbranded Products That Are Illegal To Sell)

157. By definition, a contract is an agreement to do or not to do a certain thing. The sale and purchase of food items is a type of contract. The sale of misbranded food products is a type of illegal contract specifically prohibited by law.

158. The sale of a misbranded food product is an illegal act in Illinois. Such a sale is expressly prohibited by Illinois and federal laws.

159. The unlawful sale of misbranded food products that are illegal to sell or possess as a matter of express statutory law pursuant – standing alone without any allegations of deception by Defendant other than the implicit misrepresentation that their products are legal to sell or possess, or any review of or reliance on the particular labeling claims by Plaintiff – gives rise to Plaintiff's right to recover for the damages suffered as a result of the illegal sale.

160. The sale of a misbranded product violates the public policy of Illinois.

161. The sale of a misbranded product in Illinois constitutes an illegal contract and is void under the laws of Illinois. Such illegal transactions are void under common law as well.

162. Plaintiff and the Class seek damages and restitution under the common law and Illinois law. This body of law establishes the right of the Plaintiff and the Class to 1) a remedy for Defendant's illegal acts, 2) various types of damages and restitution.

163. Plaintiff and members of the Class were unaware that the Misbranded Food Products purchased by Plaintiff and members of the Class were misbranded and thus illegal to sell or possess. Plaintiff and members of the Class thus lacked the factual information to indicate to Plaintiff and members of the Class that the sale of Misbranded Food Products in Illinois

constituted an illegal act.

164. Plaintiff and members of the Class were justifiably ignorant of facts of which the Defendant was not, or should not have been, ignorant.

165. Plaintiff and members of the Class were not acquainted with the statutory regulations relating to the Defendant's food business and were justified in presuming special knowledge by the Defendant of such regulations.

166. Plaintiff and the members of the Class were thus not *in pari delicto* with the Defendant who had superior knowledge of facts of which the Plaintiff and members of the Class were unaware. Plaintiff and the Class were justifiably ignorant of facts of which the Defendant was not ignorant, Plaintiff and the Class were not acquainted with the statutory regulations relating to the Defendant's particular business and Plaintiff and the Class were justified in presuming special knowledge by the Defendant of such regulations.

167. Plaintiff and the members of the Class are thus entitled to recover the funds they expended to purchase the Defendant's Misbranded Food Products.

168. The Defendant received and has possession of money that is obtained from the illegal sale of misbranded food products to the Plaintiff and the Class in transactions that were unlawful, expressly prohibited by statute and void. The money held by Defendant is the property of Plaintiff and the Class. Defendant is obliged in equity and good conscience to restore it to Plaintiff and the Class.

JURY DEMAND

Plaintiffs hereby demand a trial by jury of their claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, and on behalf of Illinois residents, prays for judgment against Defendant as follows:

A. For an order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;

B. For an order awarding, as appropriate, damages, restitution, or disgorgement to Plaintiff and the Class;

C. For an order requiring Defendant to immediately cease and desist from selling the Misbranded Food Products in violation of law; enjoining Defendant from continuing to market, advertise, distribute, and sell the Misbranded Food Products in the unlawful manner described herein; and ordering Defendant to engage in corrective action;

D. For all equitable remedies available;

E. For an order awarding attorneys' fees and costs;

F. For an order awarding punitive damages;

G. For an order awarding pre-judgment and post-judgment interest; and

H. For an order providing such further relief as this Court deems proper.

Dated: May 7, 2014

Respectfully submitted,

/s/ Shannon M. McNulty

Robert A. Clifford
Shannon M. McNulty
120 N. LaSalle
Suite 3100
Chicago, IL 60602
Telephone: (312) 899-9090
Fax: (312) 251-1160
rac@cliffordlaw.com
smm@cliffordlaw.com

Attorneys for Plaintiff