

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No: _____

MICHAEL McDOUGALL, Individually and
on Behalf of All Others Similarly Situated,

Plaintiff,

COMPLAINT—CLASS ACTION

vs.

KRAFT FOODS, INC., KRAFT FOODS
GLOBAL, INC., and OSCAR MAYER
FOODS CORP.

JURY TRIAL DEMANDED

Defendant.
_____ /

CLASS ACTION COMPLAINT

Plaintiff Michael McDougall (“McDougall” or “Plaintiff”), brings this action on behalf of himself and all others similarly situated, against Defendants Kraft Foods, Inc., Kraft Foods Global, Inc., and Oscar Mayer Foods Corp. (collectively the “Defendant” or “Kraft”), and alleges:

NATURE OF THE ACTION

1. To put the scope of this case in perspective, Oscar Mayer is an American meat and cold cut production company, owned by Kraft. Kraft is the largest confectionery, food, and beverage corporation headquartered in the United States.¹ It markets many brands in more than 155 countries and 11 of its brands, including Oscar Mayer earn more than \$1 billion annually.

2. To put the scope of the deception into perspective, Defendant is advertising certain Oscar Meyer Deli Meat Products as having 1/10th of the fat calories per serving the product actually has! This deception utilizes voluntary misleading statements on the front of the products’ packaging and is deliberate and by design. It is deception and trickery at its finest.

3. In 2008, alone Kraft spent \$1.3 billion on advertising, more money than other food company located in the United States of America. This includes advertising for Oscar Mayer which is one of Kraft’s largest brands²:

¹ See <http://www.sec.gov/Archives/edgar/data/1103982/000119312511048979/d10k.htm> (last visited May 14, 2011).

² See <http://www.kraftfoodscompany.com/Brands/largest-brands/brands-O/oscar-mayer.aspx> (last visited May 14, 2011).

Largest Brands

Oscar Mayer



Oscar Mayer, the maker of hot dogs, lunch meats and bacon, is one of Kraft Foods' billion-dollar brands. The brand also produces convenient complete sandwiches, such as *Oscar Mayer* Deli Creations. Not only does the brand have its own song, but it also has its own vehicle, the *Oscar Mayer Wienermobile* – which is always a "hot dog" of a ride.

4. Defendant advertises, promotes and sells a broad range of branded products throughout Florida and the United States, including Oscar Mayer Deli-Style Meat Products. Some of the Oscar Mayer Brand Deli Meat Products ("Products") are advertised between 95% and 98% Fat Free ("Fat Free Percentage") and calories per serving between 45 and 60 ("Calories Per Serving"). The labels on the Products which are the subject of this lawsuit, all include the numerical Fat Free Percentage Calories Per Serving statement or claim prominently on the front of the package (the "Claims" or "Representations" or "Statements"). These Products include but are not limited to the Oscar Mayer Deli Fresh Brand.

5. Defendant's nationwide advertising campaign has been extensive and comprehensive, to convey this deceptive Claim to consumers throughout the United States, including Florida. Defendant conveys and continues to convey its deceptive Claim through a variety of media, including television, newspapers, magazines, direct mail, the Internet, point-of-sale displays, and on the product's labels and labeling.

6. And as a result of the misleading Statements conveyed through its campaign, Defendant has been able to capture a significant market share. In fact, Oscar Mayer Deli Fresh Meats continue to be the primary growth drivers of the pre-packaged deli meat category.³

7. It all begins with the packaging — Defendant promotes and advertises its Products by conspicuously including a Fat Free Percentage and a Calories Per Serving Statement directly on the front of the package. For example:



8. By conspicuously and clearly representing on the front of the package that it is 98% fat free and that it is 50 Calories Per Serving, Defendant is communicating to all of its customers that only 98% of the 50 Calories Per Serving are fat free and that only two calories come from fat.

³ See <http://www.meatpoultry.com/en/Writers/Bernard%20Shire/Onward%20and%20upward.aspx> (last visited May 14 2011).

However, this claim is false and the product actually contains 10 times the fat calories per serving. By voluntarily combining these statements, Defendant is misleading the consumer.

9. It is no surprise that of the 33 Deli Fresh Products within the Deli Fresh Brand, all 15 Products that include Fat Free Percentages also state the Calories Per Serving directly on the front of the package. The remaining 18 products within the Deli Fresh Brand do not have either Statement. This is not a coincidence.⁴

10. To be sure of its deception, one merely needs to look at any Oscar Mayer Deli Meat Product which does not include a Fat Free Percentage claim on the front of the package. In each and every one of these products, the Calorie Per Serving Claim is also missing from the front of the package.⁵

11. Put simply, Defendant is deceptively misleading the consumer by voluntarily including the Fat Free Percentage and Calories Per Serving on the front of the package. Defendant's Claim deceptively and unfairly conveys to the customer that the Fat Free Percentage is by Calories Per Serving. This deception is false, misleading and reasonably likely to deceive the public.

12. Make no mistake, this case does not concern the accuracy or meaning of the Products' nutritional panel, but rather the voluntary, deceptive, and misleading Claim on the front of the Products. This misleading claim that the Fat Free Percentage applies to the Calories per serving is

⁴ See <http://www.kraftrecipes.com/Products/ProductInfoSearchResults.aspx?CatalogType=1&BrandId=391&SearchText=Oscar+Mayer+Deli+Fresh&PageNo=1> (last visited on May 14, 2011).

⁵ See <http://www.kraftbrands.com/oscardmayer/carving-board/index.html> (last visited May 14, 2011).

stated so prominently on the front of the package that consumers make their purchasing decisions based on this misleading claim.

13. This is not by accident, Defendant is well aware of the competition on the shelves and that the higher the Fat Free Percentage, the more consumers' pocketbooks open for Kraft Products- and open up they have!

14. Defendants' misleading marketing campaign continues on their website where the Products depicted convey the Fat Free Percentage and Calories Per Serving claim on the front panel.⁶:



⁶ See <http://www.kraftrecipes.com/Products/ProductInfoSearchResults.aspx?CatalogType=1&BrandId=391&SearchText=Oscar+Mayer+Deli+Fresh&PageNo=1> (last visited May 14, 2011).

15. Each person who has purchased Defendant's Products with a label that includes the Fat Free Percentage Calories Per Serving Statement has been exposed to Defendant's misleading advertising message.

16. Plaintiff brings this action on behalf of himself and other similarly situated consumers, who purchased Defendant's Products with the Fat Free Percentage Calories Per Serving Claim in the State of Florida in order to halt the dissemination of this false and misleading advertising message, correct the false and misleading perception Defendant has created in the minds of consumers, and to obtain redress for those who have purchased Defendant's Products. Plaintiff alleges violations of Florida's Deceptive and Unfair Trade Practices Act, and other similar Acts across the United States, and breach of express warranty created by Defendants' advertising, including its labeling.

JURISDICTION AND VENUE

17. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000 and is a class action in which members of the Class of plaintiffs are citizens of states different from Kraft. Further, greater than two-thirds of the Class members reside in states other than the state in which Kraft is a citizen.

18. Venue is proper in this Court pursuant to 28 U.S.C. §1391 in that many of the acts and transactions giving rise to this action occurred in this District and because Defendant:

(a) is authorized to conduct business in this District and has intentionally availed itself of the laws and markets within this District through the promotion, marketing, distribution and sale of their products in this District;

(b) conducts substantial business in this District; and

(c) is subject to personal jurisdiction in this District.

PARTIES

19. At all times relevant to this matter, Plaintiff Michael McDougall resided and continues to reside in Broward County, Florida, and is a citizen of the state of Florida. During the class period, Plaintiff was exposed to Kraft's advertising claims and packaging, including the Fat Free Percentage and Calories Per Serving claim, purchased the Oscar Mayer Products as a result of the Claim, and suffered injury in fact and lost money as a result of Kraft's deception herein.

20. Defendant Kraft Global Foods Inc. is incorporated in the state of Delaware and maintains its principal place of business in the state of Illinois. Defendant Kraft Foods Inc. is incorporated in the state of Virginia and maintains its principal place of business in the state of Illinois. Defendant Oscar Mayer Foods Corp. is incorporated in the state of Delaware and maintains its principal place of business in the state of Wisconsin. All Defendants are collectively referred to herein as "Defendant" or "Kraft."

21. Kraft is the largest confectionery, food, and beverage corporation headquartered in the United States with annual sales of 49 Billion Dollars. It markets many brands in more than 155 countries, including Oscar Mayer which earns over \$1 billion annually.

22. Defendant promotes, markets, distributes and sells its Products, throughout the United States, including to tens of thousands of consumers in the State of Florida, including Broward County, Florida.

SUBSTANTIVE ALLEGATIONS

Kraft's Unfair and Deceptive Claims

23. From the outset, the message conveyed to customers by voluntarily combining the fat free percentage and the calories by serving on the front of the package, is that the fat free percentage applies to the amount of calories per serving:



24. By conspicuously and clearly representing on the front of the package that it is 98% fat free and that it is 50 Calories Per Serving, Defendant is communicating to all of its customers that only 98% of the 50 Calories Per Serving are fat free and that only two calories come from fat. However, this claim is false as the product actually contains 10 times the fat by calories. This is deception at its finest.

25. The only conclusion a reasonable consumer can reach from the conveyed Claim: 98% FAT FREE | 50 Calorie Per Serving, is that 98% of the 50 calories are fat free and that only 2% of the calories per serving come from fat. However, this is not true, as 20% of the calories per serving come from fat.

26. In fact, to calculate the actual percentage of fat in the Products, the consumer would have to completely disregard the prominent and conspicuous Claim directly on the front of the packaging and review the nutritional panel to obtain the calories from fat and the total calories. Next, the customer would divide the number of calories from fat by the number of calories per serving and multiply by 100.

27. With regards to the Deli Fresh Cajun Chicken, the nutritional panel reads as follows:

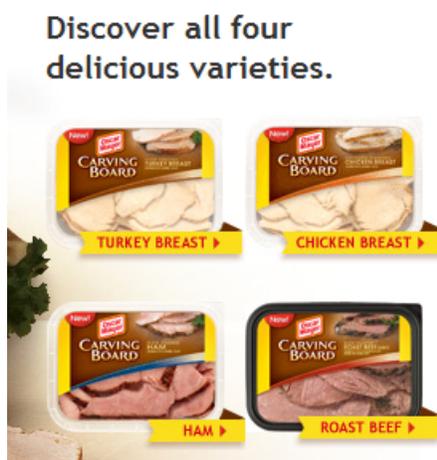
Nutrition Facts	
Serving Size 6 slices (51g)	
Amount Per Serving	
Calories 50	Calories from Fat 10
% Daily Values*	
Total Fat 1g	2%
Saturated Fat 0g	0%
Cholesterol 25mg	8%
Sodium 590mg	25%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Sugars 0g	
Protein 9g	
Vitamin A -	• Vitamin C 20%
Calcium -	• Iron -
* Percent Daily Values are based on a 2000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.	

28. In this instance, the total number of calories from fat is 10 and the total calories are 50. After dividing the number of calories from fat by the number of total calories per serving and multiply by 100, you arrive at 20% -- ten times the conveyed claim of 2%!

29. In fact, 21 C.F.R. § 101.62(b)(6), provides that the term “__ percent fat free” may be used on the label, provided that the food meets the criteria for low fat and the percent declared and

the words fat free are in uniform type size. However, Kraft misleads the consumer when they voluntarily conjoin the Fat Free Percentage statement with the Calories Per Serving Statement, which is not permitted by federal law. It is Kraft's voluntary combination of both nutrition statements together to read as one continuous statement that is misleading and violates 21 C.F.R. § 101.13(i)(3). Indeed, 21 CFR § 101.62(b)(ii) requires Kraft to make its Fat Free Percentage statement appear "in uniform type size," which Kraft does. But Kraft uses that same type size to interpolate and draw-in the Calorie Per Serving number, thus combining the Fat Free Percentage and the Calorie Per Serving statement.

30. To be sure of its deception, one merely needs to look at any Oscar Mayer Deli Product which does not include the Fat Free Percentage on the front of the package. In each and every one of those products, there is not a Calorie Per Serving statement on the front of the package. Said differently, when it is not a Fat Free Percentage Product there is not a Calorie Per Serving statement. For example⁷



⁷ See <http://www.kraftbrands.com/oscardeliveries/carving-board/index.html> (last visited May 14, 2011).

31. The impact and influence of advertising has been common knowledge for years. In fact, studies dating back to 1970 confirm that consumers' preferences are low-fat or no-fat foods and advertising sells.⁸

32. It comes as no surprise then, that in 2008, Kraft spent \$1.3 billion on advertising! This was more money than any other food company located within in the United States of America.⁹

33. Upon information and belief, Kraft is the only one in the industry who includes this Claim on the front of Products and it works — Oscar Mayer Deli Fresh meats continue to be the primary growth drivers of the pre-packaged deli meat category.

34. Put simply, Defendant is deceptively misleading the consumer by voluntarily including a Fat Free Percentage and Calories Per Serving statement on the front of its packages. Defendant's claim deceptively and unfairly conveys to the customer that the Fat Free Percentage claims **are by Calories Per Serving**. This deception is false, misleading and reasonably likely to deceive the public.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this lawsuit on behalf of himself and the proposed Class members under Rule 23(b)(2) and (3) of the Federal Rules of Civil Procedure. The proposed Classes consists of:

- (a) *Florida Class: All persons who purchased Kraft Products, including Oscar Mayer Brand, for which Kraft makes a false percentage fat-free calories per serving claim within the State of Florida.*

⁸ See <http://www.faqs.org/nutrition/Kwa-Men/Marketing-Strategies.html>; see also <http://cpa.utk.edu/pdffiles/ad26.pdf> (last visited May 14, 2011).

⁹ See <http://adage.com/datacenter/markertrees09> (last visited May 14, 2011).

- (b) ***Multistate Class: All persons who purchased Kraft Product, including Oscar Mayer Brand, for which Kraft makes a false percentage fat-free calories per serving claim within the United States.***

36. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint. Specifically excluded from the proposed Class are the Defendant, its officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint venturers, or entities controlled by the Defendant, and its heirs, successors, assigns, or other persons or entities related to or affiliated with the Defendant and/or its officers and/or directors, or any of them; the Judge assigned to this action, and any member of the Judge's immediate family.

37. ***Numerosity.*** The members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class contains many thousands of members. The precise number of Class members is unknown to Plaintiff. The true number of Class members is known by the Defendant, however, and thus, may be notified of the pendency of this action by first class mail, electronic mail, and by published notice.

38. ***Existence and Predominance of Common Questions of Law and Fact.*** Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individual Class members. These common legal and factual questions include, but are not limited to, the following:

- (a) whether Defendant's claims as discussed above are true, or are misleading, or reasonably likely to deceive;
- (b) whether Defendant's alleged conduct violates public policy;
- (c) whether the alleged conduct constitutes violations of the laws asserted herein;

(d) whether Defendant engaged in false or deceptive advertising;

(e) whether Plaintiff and Class members have sustained monetary loss and the proper measure of that loss; and

(f) whether Plaintiff and Class members are entitled to declaratory and injunctive relief;

39. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class in that the Defendant deceived Plaintiff in the same way as they deceived each member of the Class when they purchased Oscar Mayer percentage fat free deli meats.

40. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation, and Plaintiff intends to prosecute this action vigorously. Plaintiff has no adverse or antagonistic interests to those of the Class.

41. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense that would be entailed by individual litigation of their claims against the Defendant. It would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs done to them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding,

economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances here.

42. In the alternative, the Class may also be certified because:

(a) the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for the Defendant;

(b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or

(c) Defendant has acted or refused to act on grounds generally applicable to the Class thereby making appropriate final declaratory and/or injunctive relief with respect to the members of the Class as a whole.

43. The claims asserted herein are applicable to all customers throughout the State of Florida and the United States who purchased the products.

44. Adequate notice can be given to Class members directly using information maintained in Defendant's or Defendant's direct purchasers' records, or through notice by publication.

45. Damages may be calculated, in part, from the sales information maintained in Defendant's records, so that the cost of administering a recovery for the Class can be minimized. However, the precise amount of damages available to Plaintiff and the other members of the Class is not a barrier to class certification.

46. Unless a class is certified, Defendant will retain monies received as a result of its conduct that was taken from Plaintiff and proposed Class members. Unless a class-wide injunction is issued, Defendant will continue to commit the violations alleged, and the members of the Class will continue to be misled.

COUNT I

For Violations of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201, *et seq.* On Behalf of Plaintiff and the Florida Class

47. Plaintiff realleges and incorporates by reference the allegations contained in the above referenced paragraphs as if fully set forth herein.

48. This cause of action is brought on behalf of the Florida Class pursuant to the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§501.201, *et seq.* (the “Act”). The stated purpose of the Act is to “protect the consuming public . . . 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(2).

49. Plaintiff is a consumer as defined by Fla. Stat. §501.203. The Products are goods within the meaning of the Act. Defendant is engaged in trade or commerce within the meaning of the Act.

50. Fla. Stat. §501.204(1) declares unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

51. Fla. Stat. §501.204(2) states that “due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to [section] 5(a)(1) of the Federal Trade Commission Act.” Defendant’s unfair and deceptive practices are

likely to mislead – and have misled – the consumer acting reasonably in the circumstances, and violate Fla. Stat. §500.04 and 21 U.S.C. §343.

52. Defendant has violated the Act by engaging in the unfair and deceptive practices as described herein which offend public policies and are immoral, unethical, unscrupulous and substantially injurious to consumers.

53. Plaintiff and the Florida Class have been aggrieved by Defendant's unfair and deceptive practices in that they paid for these Products.

54. The damages suffered by Plaintiff and the Florida Class were directly and proximately caused by the deceptive, misleading and unfair practices of Defendant, as more fully described herein.

55. Pursuant to Fla. Stat. §501.211(1), Plaintiff and the Florida Class seek a declaratory judgment and court order enjoining the above-described wrongful acts and practices of Defendant and for restitution and disgorgement.

56. Additionally, pursuant to Fla. Stat. §§501.211(2) and 501.2105, Plaintiff and the Florida Class make claims for damages, attorneys' fees and costs.

COUNT II

Misleading Advertising, Florida Statutes Sections 817.41, *et seq.* On Behalf of Plaintiff and the Florida Class

57. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 46 as if fully set forth herein.

58. This cause of action is brought on behalf of the Florida Class pursuant to Fla. Stat. §§817.41, *et seq.* (the "Advertising Act"), which makes it "unlawful for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement." Fla. Stat. §817.41(1).

59. Fla. Stat. §817.40 defines misleading advertisements as:

[A]ny statements made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading, and which are or were so made or disseminated with the intent or purpose, either directly or indirectly, of selling or disposing of real or personal property, services of any nature whatever, professional or otherwise, or to induce the public to enter into any obligation relating to such property or services. Fla. Stat. §817.40(5).

60. Defendant has violated the Act by disseminating misleading advertisements in connection with the unfair and deceptive practices as described herein.

61. Specifically, Defendant knew that the representations, as set forth above, as to its Products were false, but continued to make these representations in order to profit off of consumers' deception.

62. In so doing, Defendant disseminated various advertisements to the public, which were false and misleading, knowing that these representations were false.

63. Thus, Defendant's advertisements constitute misleading advertisements in violation of the Advertising Act.

64. Plaintiff and the Florida Class have been aggrieved by Defendant's unfair and deceptive practices in that they paid for Products and services.

65. The damages suffered by Plaintiff and the Florida Class were directly and proximately caused by Defendant's misleading advertisements, as more fully described herein.

66. Moreover, pursuant to Fla. Stat. §817.41(5), Plaintiff and the Florida Class seek punitive damages, as well as attorneys' fees and costs.

67. All conditions precedent to this claim have been waived or satisfied.

COUNT III

Breach of Express Warranty On Behalf of Plaintiff, the Florida Class and the Multistate Class

68. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 46 as if fully set forth herein.

69. Plaintiff, and each member of the Class, formed a contract with Defendant at the time Plaintiff and the other members of the Class purchased the Products. The terms of that contract include the promises and affirmations of fact made by Defendant on their product labels and through their marketing campaign, as described above. This product labeling and advertising constitutes express warranties, became part of the basis of the bargain, and is part of a standardized contract between Plaintiff and the members of the Class on the one hand, and Defendant on the other.

70. All conditions precedent to Defendant's liability under this contract, including notice, has been performed by Plaintiff and the Class.

71. Defendant breached the terms of this contract, including the express warranties, with Plaintiff and the Class by not providing the product which could provide the benefits described above.

72. As a result of Defendant's breach of its contract and warranties, Plaintiff and the Class have been damaged in the amount of the purchase price of the Products they purchased.

COUNT IV

Unjust Enrichment On Behalf of Plaintiff, the Florida Class, and the Multistate Class

73. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 46 as if fully set forth herein.

74. This Count is brought in the alternative. *See* Fed. R. Civ. P. 8(e)(2).

75. Plaintiff, the Florida Class and Multistate Class conferred a benefit upon Defendant by paying for a product with benefits that could not be provided or delivered.

76. Defendant voluntarily accepted and retained the benefit of the monies paid by Plaintiff, the Florida Class and Multistate Class.

77. Defendant has been enriched, at the expense of Plaintiff, the Florida Class and Multistate Class, by retaining monies from Product purchasers for benefits which they did not provide.

78. Plaintiff and the other members of the Florida Class and Multistate Class who have paid for benefits that could not be provided or delivered by Defendant has been damaged as a result of Defendant's unjust enrichment and are entitled to a refund, plus interest thereupon.

79. As a direct and proximate result of Defendant's misconduct, Plaintiff, the Florida Class and the Multistate Class have suffered injury and are entitled to reimbursement, restitution, and disgorgement in the amount necessary to restore them to the position they would have been in if Defendant had not retained monies for benefits which they could not provide or deliver.

80. Plaintiff and the Class have no adequate remedy at law.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for a judgment against Defendant as follows:

A. Certifying the Florida Class and the Multistate Class as requested herein, appointing Michael McDougall as Class Representative, and appointing Robbins Geller Rudman & Dowd LLP, lead counsel;

B. Awarding Plaintiff and the proposed Class members damages, including punitive damages;

C. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the proposed Class members;

D. Awarding declaratory and injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by Defendants by means of any act or practice declared by this Court to be wrongful;

E. Ordering Defendant to engage in a corrective advertising campaign;

F. Awarding attorneys' fees and costs; and

G. Providing such further relief as may be just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: May 24, 2011

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