

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

GREGORY LOWERY, INDIVIDUALLY)	
AND ON BEHALF OF A CLASS)	
OF SIMILARLY SITUATED PERSONS,)	
)	
Plaintiff,)	CIVIL ACTION CASE NUMBER:
)	
v.)	
)	
STAR SNACKS COMPANY, LLC)	
)	
Defendant.)	

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

Plaintiff, Gregory Lowery (“Plaintiff”), files this Individual and Class Action Complaint against Defendant, Star Snacks Company, LLC (“Star Snacks”) and alleges as follows:

I. INTRODUCTION

1. Plaintiff brings this action individually and on behalf of a class of similarly situated persons for compensatory and statutory damages as a result of Star Snacks marketing its Imperial Nuts, Cashew Snack Mix (“Cashew Snack Mix”) in violation of Alabama’s Deceptive Trade Practices Act and all other states’ similar statutory laws. Plaintiff further makes this claim against Star Snacks for breach of Defendant’s express warranties.

II. THE PARTIES

2. Plaintiff, Gregory Lowery, is a resident of Shelby County, Alabama. Plaintiff

purchased the Cashew Snack Mix at his neighborhood Dollar Tree store in Shelby County, Alabama.

3. The Defendant Star Snacks is a limited liability company with corporate offices in Jersey City, New Jersey. Star Snacks markets its products throughout the United States. Star Snacks markets its Cashew Snack Mix (the product subject of this Complaint and sometimes referred to as “the Product”) in Dollar Tree retail outlets throughout Alabama.

III. JURISDICTION AND VENUE

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

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

IV. STATEMENT OF FACTS

6. In July, 2019, Plaintiff visited the Dollar Tree store located in Shelby County, Alabama. On said occasion, the Plaintiff purchased three (3) packages of Cashew Snack Mix (sometimes, “the Product”) marketed by the Defendant, Star Snacks Company, LLC. The following is a conformed copy of the front of said Cashew Snack Mix.



The following is a likeness of the back side of said Cashew Snack Mix.



Nutrition Facts

Serving Size 1oz. (28g)
Servings Per Container About 3

Amount Per Serving
Calories 160 Fat Calories 120

% Daily Value*

Total Fat 13g 20%
Saturated Fat 2g 11%
Trans Fat 0g
Cholesterol 0mg 0%
Sodium 190mg 8%
Total Carb. 9g 3%
Dietary Fiber 1g 6%

Sugars 1g

Protein 5g

Vitamin A 0%

Vitamin C 0%

Calcium 2%

Iron 8%

* Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs;

		Calories: 2,000	2,500
Total Fat	Less Than	65g	80g
Sat. Fat	Less Than	20g	26g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrates 4 • Protein 4

INGREDIENTS: CASHEWS & PEANUTS, ROASTED IN PEANUT AND/OR COTTONSEED AND/OR SUNFLOWER SEED AND/OR CANOLA OIL, SALT, SESAME CHIPS (UNBLEACHED WHEAT FLOUR [CONTAINS MALTED BARLEY FLOUR AS A NATURAL ENZYME ADDITIVE], SOYBEAN OIL, SESAME SEEDS, GROUND BULGUR WHEAT, SALT, TURMERIC [COLOR], BEEF POWDER [COLOR]).

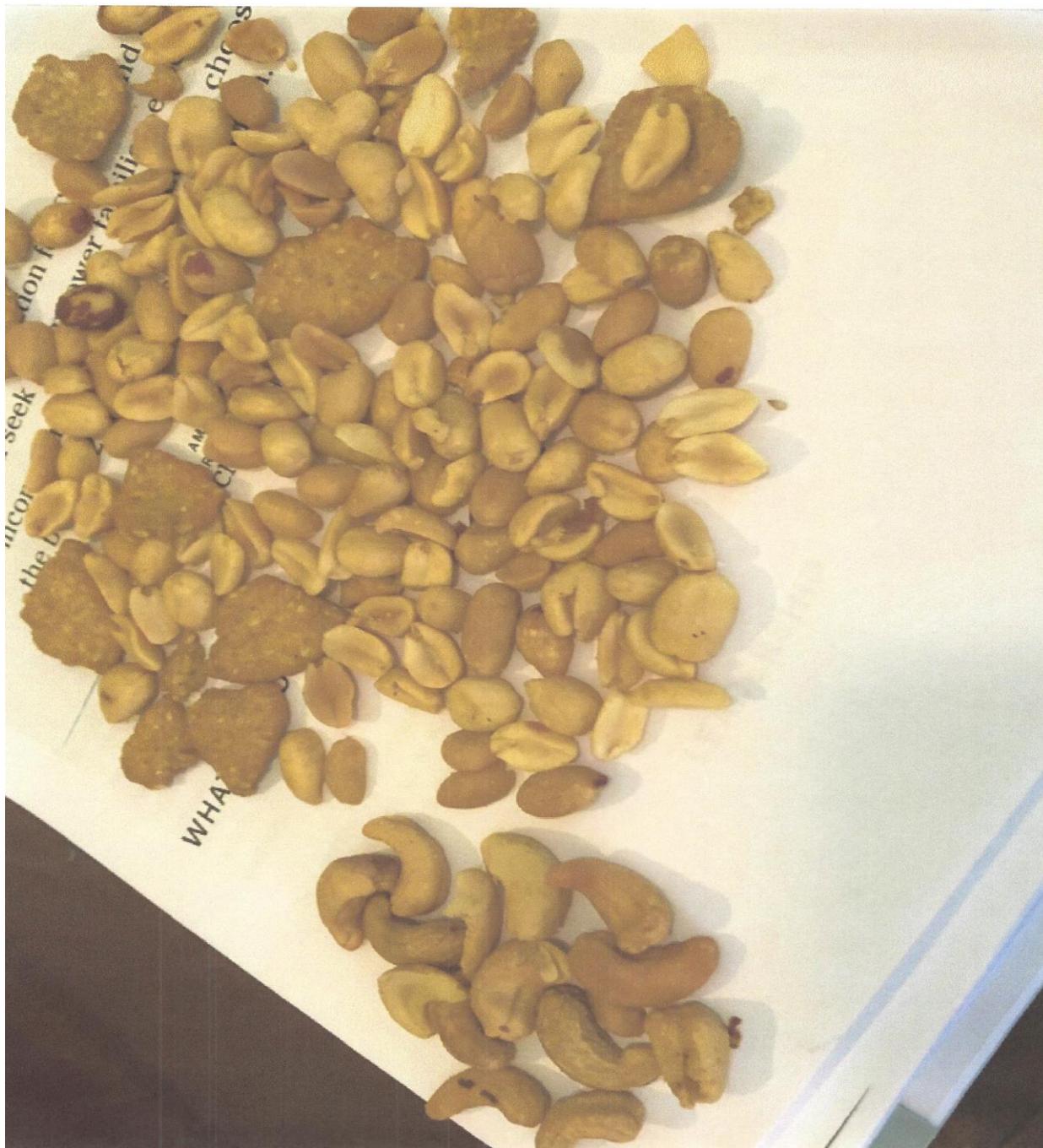
ALERGY INFORMATION: CONTAINS: CASHEWS, PEANUTS, WHEAT, SESAME AND SOY.

MAY CONTAIN OTHER TREE NUTS. MADE IN A FACILITY THAT ALSO USES: MILK, EGG, AND SULFITES.



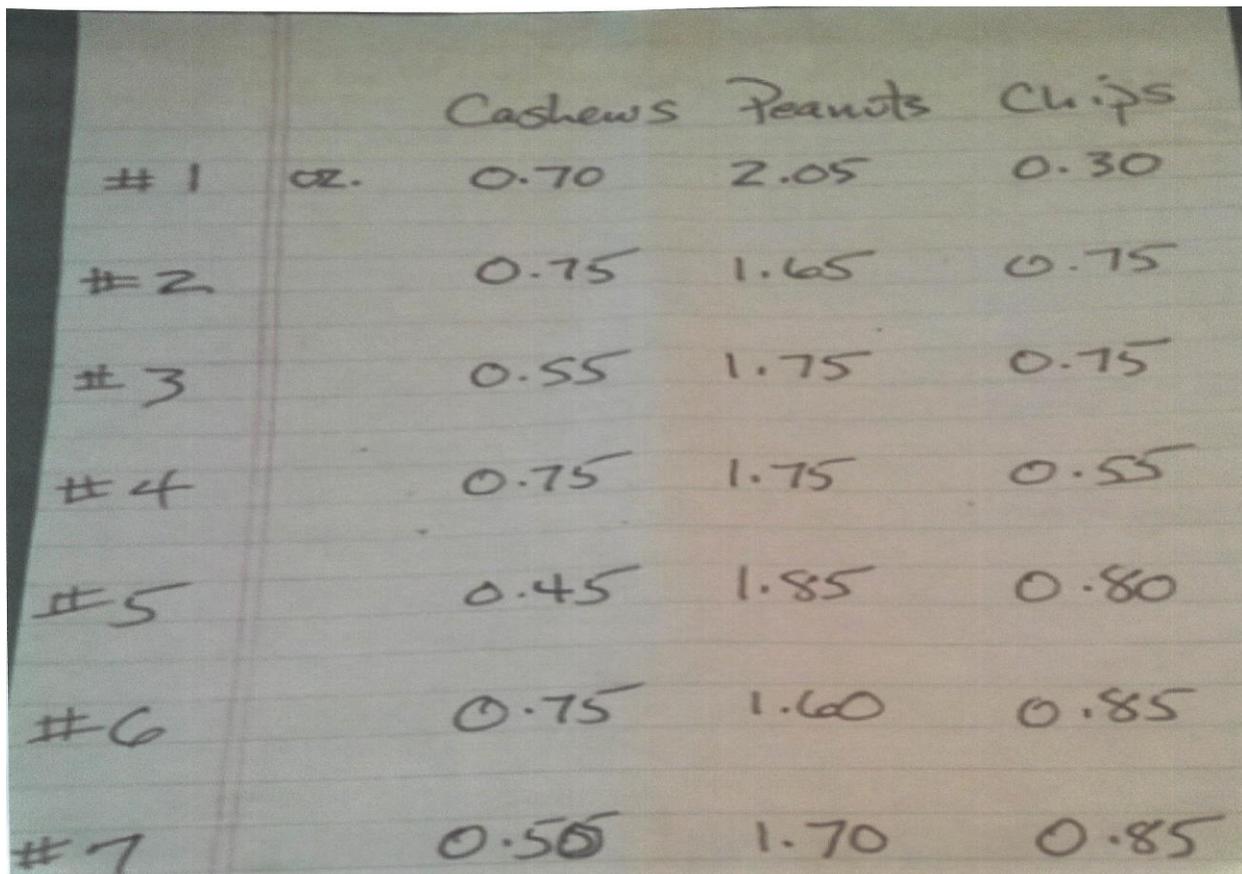
STAR SNACKS CO. LLC.
JERSEY CITY, N.J. 07305
MADE IN U.S.A.

7. Expecting that the Cashew Snack Mix was primarily cashews, the Plaintiff was surprised and disappointed when he opened said product and learned of its true contents; such was mostly peanut pieces. The following is a likeness of said contents.



8. Plaintiff eventually returned to said Dollar Tree and purchased a number of additional packages of Cashew Snack Mix, primarily to determine if said product was consistently short of cashews. Plaintiff discovered that the product was consistently the same. . . mostly peanut pieces.

9. Since Plaintiff is a collector of rare coins, Plaintiff had a scale that he uses in weighing coins in ounces. Plaintiff then weighed the contents of the additional packages of Cashew Snack Mix. The following is a record of the contents' weight of said Cashew Snack Mix.



		Cashews	Peanuts	Chips
# 1	oz.	0.70	2.05	0.30
# 2		0.75	1.65	0.75
# 3		0.55	1.75	0.75
# 4		0.75	1.75	0.55
# 5		0.45	1.85	0.80
# 6		0.75	1.60	0.85
# 7		0.55	1.70	0.85

10. The said Cashew Snack Mix is deceptively marketed ostensibly as containing primarily cashews when in actuality is composed of three times more peanuts than cashews and oftentimes more sesame chips by weight than cashews, with the peanuts in truth not being whole peanuts but are peanut pieces.

11. The said Cashew Snack Mix is in violation of a number of federal food regulations:

- a. the product is deceptively marketed;
- b. the front of the package falsely displays a photo of cashews as the predominant content;
- c. the product is misbranded;
- d. the name attributed to the product is displayed on the front of the product as primarily composed of cashews, which is untrue;
- e. even the peanut contents are misbranded since peanut pieces are to be branded as such;
- f. the ingredients on the rear of the products' packages deceptively shows cashews as the predominant content.

12. The "front" of a food package is referred to as the principal display panel (PDP) under federal food regulations. *See 21 CFR 101.1*. It is that portion of the package label that is most likely to be seen by the consumer at the time of purchase. The PDP is to be a correct statement of the products' contents. *See 21 CFR 100.3(a) and 101.105(a)*. The name of the Cashew Snack Mix, the picture on the PDP and the contents statement deceptively claims that the product is cashews.

13. The ingredient list on a food label (PDP) is required to be a listing of each ingredient in descending order of predominance. The ingredient weighing the most is to be listed first and the ingredient weighing the least is listed last; e.g., INGREDIENTS: Pinto Beans, Water and Salt. *See 21 CFR 101.4(a)*. Star Snacks has listed the subject product in a deceptive manner with “cashews” being the first as if it is the predominant content. In actuality “peanut pieces” should be the predominant content.

14. Under federal food regulations, the contents in their entirety are to also be listed on the “information panel” which is immediately to the right of the PDP. *See 21 CFR 101.1 through 101.9 and 21 CFR 101.105*. In this case, Star Snacks, rather than listing peanuts on the information panel as the predominant content, joins cashews with peanuts as if it is one, combined item. This additional deception is not allowed under federal food branding regulations.

15. As referenced above, when a food is marketed in one of several optional forms (whole, sliced, diced, etc.) the particular form of the package contents regarding that particular food shall be considered to be a necessary part of the statement of identity which is to be listed on the PDP. *See 21 CFR §101.3*. However, rather than Star Snacks correctly listing peanuts as “peanut pieces” as the law requires, the Defendant pictures the product deceptively as whole peanuts.

16. As referred to above, regarding the photo of Cashew Snack Mix on the PDP, under federal food regulations, a photo or other likeness of a products’ contents, when displayed on the PDP shall not be misleading as to the packages’ contents and shall be so arranged in the photo or likeness in descending order of the package’s contents with

the predominant one first and so forth, with the least item last – by weight. *See 21 CFR 101.3 and 101.4.* Here, with Cashew Snack Mix, Star Snacks creates one of the most obvious acts of deception. Defendant has the cashews arranged first on the left since people generally review a photo from left to right – the direction they read. The deceptive image of cashews on the PDP causes the purchasers to expect that the contents are mostly cashews.

17. Under federal regulations, food shall be deemed to be misbranded if (a) its labeling is false or misleading in any particular, or (b) if its container is so made, formed, or filled as to be misleading. SEC. 403, *Food, Drug and Cosmetics Act* (FDC) [21 U.S.C. 343].

Clearly, Star Snacks is guilty of misbranding its Cashew Snack Mix in multiple ways. So much so as to be egregious. Star Snacks deceptively labeled the product and formed the container as cashews when it was minimal cashews while heavy on peanut pieces.

18. Under federal food law, the following acts and the causing thereof are prohibited:

(a) The introduction or delivery for introduction into interstate commerce of any food, drug, device, or cosmetic that is adulterated or misbranded.

(b) The adulteration or misbranding of any food, drug, device, or cosmetic in interstate commerce.

(c) The receipt in interstate commerce of any food, drug, device, or cosmetic that is adulterated or misbranded and the delivery or proffered delivery thereof for pay or otherwise. *See Sec. 301, FDC* [21 U.S.C. 331]

Star Snacks marketing its Cashew Snack Mix in interstate commerce is an obvious violation of federal regulations and prime for federal court litigation.

19. Plaintiff and class members purchased the Cashew Snack Mix relying on the content of the labeling and packaging described above, and reasonably believed that the Product was as its label represented – principally cashews.

20. Defendant knows, knew or should have known that Plaintiff and other consumers in purchasing the Product would rely on the labeling and packaging of the Product and would reasonably believe that the Product was principally cashews.

21. In reasonable reliance on the labeling and packaging as described in detail above, and believing that the Product was as represented, Plaintiff and members of the Class purchased the Product.

22. Plaintiff and members of the Class do not know, did not know, and have no reason to know prior to purchase that the Product was not primarily cashews because of how the Product was/is deceptively labeled and packaged, in an opaque container, prior to purchase, which is intended by Star Snacks to create the impression that the Product contains principally cashews, which are a more desired nut than peanuts.

23. Because the Product is not as reasonably expected by Plaintiff and other consumers, Defendant's misbranding of the Product was and continues to be misleading and deceptive.

24. Each consumer has been exposed to the same or substantially similar deceptive practice as each package of Defendant's Cashew Snack Mix has the same misleading statements and images concerning its contents. All of Defendant's Cashew Snack Mix

deceptively conveys the same message -- that it is principally cashews (when it is not).

25. Plaintiff and other consumers have paid a premium for the Product, thinking it was cashews and would have paid significantly less for the Product had they known that the Product was not as represented. In the alternative, Plaintiff and other consumers would not have purchased the Product at all had they known that the Product was mostly peanut pieces. Therefore, Plaintiff and other consumers purchasing the Product suffered injury in fact and lost money as a result of Defendant's false, unfair, and fraudulent practices, as described herein.

26. As a result of its misleading business practice, and the harm caused to Plaintiff and other consumers, Defendant should be enjoined from falsely representing that the Product is mostly cashews. Furthermore, Defendant should be required to pay for all damages caused for deceiving consumers, including Plaintiff.

V. CLASS ALLEGATIONS

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

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

29. Plaintiff seeks to represent the following Class:

- **All persons residing in the United States who purchased Star Snack's, Cashew Snack Mix.**

And the following sub-class:

- **All persons residing in the State of Alabama who purchased Star Snack's Cashew Snack Mix.**

Excluded from the Classes are the following:

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

30. Plaintiff seeks to recover damages on a Class-wide basis for himself and the Class under Alabama's breach-of-warranty law and Alabama's Deceptive Trade Practices Act, as well as all other states' similar laws as more fully described in Count One.

31. Star Snacks violated the rights of each Member of the Class in the same fashion based upon Defendant's uniform actions in its marketing, producing, sales, design and distributing of its Cashew Snack Mix.

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

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

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

35. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Star Snacks breach of its warranties and violations of the Deceptive Trade Practices Act affected and harmed Plaintiff and all Class Members alike. Furthermore, Plaintiff and all Members of the Class sustained monetary and economic injuries arising out of Defendant's unlawful conduct. Plaintiff is advancing the same claims and legal theories on behalf of himself and all absent Class Members.

36. **Adequacy:** Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class – all seek redress for the same unlawful conduct. Plaintiff retained Counsel competent and highly experienced in complex class action litigation, and he intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel. Plaintiff's claims, like those of the Class, are antagonistic to Defendant.

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

38. **Superiority:** A class action is superior to other available means of fair and

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

39. Plaintiff has heretofore made a claim to Defendant by mailing two written requests to Star Snacks at their New Jersey corporate office. Said claim was in conformity with the Alabama Deceptive Practices Act, Code of Alabama. No response was received from Star Snacks.

40. Plaintiff brings this action for himself and on behalf of a class of individuals in the United States who purchased Cashew Snack Mix and a subclass of individuals in the State of Alabama who have purchased Cashew Snack Mix.

COUNT ONE

DECEPTIVE PRACTICE STATUTES

41. Plaintiff adopts all of paragraphs 1 through 40 above as if fully set out herein.

42. Gregory Lowery, for himself and on behalf of the class and subclass, brings this

action under the consumer protection statutes of all fifty (50) states:

- a. Alabama Deceptive Trade Practices Act, ALA. Code § 8-19-1, *et. seq.*;
- b. Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code § 45.50.471, *et. seq.*;
- c. Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et. seq.*;
- d. California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et. seq.* and Unfair Competitive Law, Cal. Bus. Prof. Code §§ 17200 – 17210 *et. seq.*;
- e. Colorado Consumer Protection Act, Colo Rev. Stat § 6-1-101, *et. seq.*;
- f. Connecticut Unfair Trade Practices Act, Conn. Gen Stat § 42-110a, *et. seq.*;
- g. Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et. seq.*;
- h. District of Columbia Consumer Protection Procedure Act, D.C. Code §§ 28-3901, *et. seq.*;
- i. Florida Deceptive and Unfair Trade Practices, Act *Florida Statutes* § 501.201, *et. seq.*;
- j. Georgia Fair Business Practices Act, § 10-1-390 *et. seq.*;
- k. Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statutes § 480 1, *et. seq.* and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised Statute § 481A-1, *et. seq.*;
- l. Idaho Consumer Protection Act, Idaho Code § 48-601, *et. seq.*;
- m. Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1, *et. seq.*;
- n. Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, *et. seq.*;

- o. Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et. seq.*, and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann § 365.020, *et. seq.*;
- p. Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. §§ 51:1401, *et. seq.*;
- q. Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, *et. seq.*, and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10, § 1211, *et. seq.*;
- r. Massachusetts Unfair and Deceptive Practices Act, Mass. Gen Laws ch. 93A;
- s. Michigan Consumer Protection Act, §§ 445.901, *et. seq.*;
- t. Minnesota Prevention of Consumer Fraud Act, Minn. Stat §§ 325F.68, *et. seq.*; and Minnesota Uniform Deceptive Trade Practices Act, Minn Stat. § 325D.43, *et. seq.*;
- u. Mississippi Consumer Protection Act, Miss. Code An. §§ 75-24-1, *et. seq.*;
- v. Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et. seq.*;
- w. Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code § 30-14-101, *et. seq.*;
- x. Nebraska Consumer Protection Act, neb. Rev. Stat. § 59 1601 *et. seq.*, and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et. seq.*;
- y. Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, *et. seq.*;
- z. New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, *et. seq.*;
- aa. New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 1, *et. seq.*;
- bb. New Mexico Unfair Practices Act, N.M. Sta. Ann. §§ 57 12 1, *et. seq.*;
- cc. New York General Business Law (“GBL”) §§ 349 & 350;

- dd. North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, *et. seq.*;
- ee. Ohio Rev. Code Ann. §§ 1345.02 and 1345.03; Ohio Admin. Code §§ 109;
- ff. Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et. seq.*;
- gg. Oregon Unfair Trade Practices Act, Ore. Rev. Stat. § 646.608 & (g);
- hh. Rhode Island Unfair Trade Practices and Consumer Protection Act, R.I. Gen. Laws § 6-13.1-1 *et. seq.*;
- ii. South Carolina Unfair Trade Practices Act, S.C. Code Law § 39-5-10, *et. seq.*;
- jj. South Dakota's Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37 24 1, *et. seq.*;
- kk. Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et. seq.*;
- ll. Vermont Consumer Fraud Act, Vt. Stat. Ann. Tit. 9, § 2451, *et. seq.*;
- mm. Washington Consumer Fraud Act, Wash. Rev. Code § 19.86/0101, *et. seq.*;
- nn. West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-6-101, *et. seq.*;
- oo. Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100.18, *et. seq.*;

43. Defendant's acts, practices, labeling, advertising, packaging, representations and omissions, while unique to the parties, have a broader impact on the public.

44. Plaintiff and class members desired to purchase the Product, which was wrongly described by Defendant and expected by reasonable consumers, given the product type to have been principally cashews.

45. After mailing the aforementioned claims to Defendant, pursuant to law and not receiving any kind of response, Plaintiff asserts a statutory claim under the Alabama

Deceptive Practices Act, Code of Alabama, §§ 8-19-1, et seq. and the aforementioned statutes of all other 49 states.

46. Defendant knowingly marketed, in the manner aforementioned, the Cashew Snack Mix and thereby knowingly committed the following unlawful and deceptive acts or practices in the conduct of trade or commerce; Defendant

- a. Represented that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have;
- b. Represented that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and,
- c. Engaged in any unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.

47. By engaging in the aforementioned unlawful and deceptive acts, Star Snacks caused monetary damage to Plaintiff and a class and subclass of similarly situated persons.

48. Plaintiff individually and on behalf of the class and subclass request the following relief:

- a. the sum of \$100 for each one of the purchased Cashew Snack Mix;
- b. three times actual damages;
- c. appropriate injunctive relief;
- d. attorneys' fees and costs; and

- e. such other, further and general relief for which Plaintiff and the class might be equitably qualified.

COUNT TWO

BREACH OF EXPRESS WARRANTY

(On Behalf of the Class and the Alabama Subclass)

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

50. Plaintiff and the class members formed contracts with the Defendant at the time they purchased Cashew Snack Mix from Defendant. The terms of such contracts included the promises and affirmations of fact made by Defendant through its sales practices as above set forth, including, but not limited to, representing that the Product was primarily cashews.

51. This product representation constitutes express warranties, became part of the basis of the bargain, and is part of the contracts between Defendant on the one hand and Plaintiff and the class members on the other hand.

52. The affirmations of fact made by Defendant was made to induce Plaintiff and the class members to purchase Defendant's Cashew Snack Mix.

53. Defendant intended that Plaintiff and the class members would rely on those representations in making their purchases, and Plaintiff and the class members did so.

54. All conditions precedent to Defendant's liability under Defendant's express warranties have been fulfilled by Plaintiff and the class members in terms of paying for the goods at issue, or have been waived. Defendant had actual and/or constructive

notice of its own false advertising, marketing, and sales practices but to date have taken no action to remedy its breaches of express warranty. Star Snacks continues to market the Product to consumers in Alabama and, on information and belief, throughout the United States.

55. Defendant breached the terms of the express warranty because the Product purchased by Plaintiff and the class members did not conform to the description provided by Defendant.

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

PRAYER FOR RELIEF

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

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

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

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

- D. Grant injunctive and declaratory relief to end the challenged conduct;
- E. Grant economic and compensatory damages on behalf of Plaintiff and all members of the classes, to the maximum extent permitted by applicable law;
- F. Grant statutory, punitive, and/or exemplary damages as permitted by law;
- G. Award interest as permitted by law;
- H. Grant reasonable attorneys' fees pursuant to law and as otherwise permitted by statute, with reimbursement of all costs incurred in the prosecution of this action; and
- I. Grant such other relief as this Court deems just and proper.

Respectfully submitted,

BY: /s/ Charles M. Thompson
Charles M. Thompson, Esq. THO019
ASB-6966-P77C
2539 John Hawkins Pkwy.
Suite 101-149
Hoover, AL 35244
(205) 995-0068
Fax (866) 610-1650
Email: cmtlaw@aol.com

PLAINTIFFS DEMAND TRIAL BY STRUCK JURY

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

SERVE DEFENDANT via certified mail at this address:

Star Snacks Company, LLC
105 Harbor Drive
Jersey City, NJ 07305