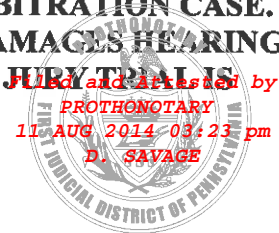


**THIS IS NOT AN ARBITRATION CASE.
ASSESSMENT OF DAMAGES HEARING IS
REQUIRED. MAJOR JURY TRIAL IS
DEMANDED.**



DeNITTIS OSEFCHEN, P.C.
By: Stephen P. DeNittis, Esquire
Identification No: 80080
1515 Market Street, Suite 1200
Philadelphia, PA 19102
(215) 564-1721

<p>CARMINE CLEMENTE and SAMANTHA KILGALLEN, on behalf of themselves and all others similarly situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>WHOLE FOODS MARKET INC.,</p> <p style="text-align: right;">Defendant.</p>	<p>COURT OF COMMON PLEAS PHILADELPHIA COUNTY</p> <p>TERM</p> <p>NO.</p> <p>CLASS ACTION</p>
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NOTICE - CIVIL ACTION – CONSUMER FRAUD CLASS ACTION

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyers Reference Service
Philadelphia County Bar Association
One Reading Center
Philadelphia, PA 19107
(215) 238-1701

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INTRODUCTION

1. This is a class action, brought under Pennsylvania law, on behalf of a class of Pennsylvania citizens who purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt,” in one of the 10 Whole Foods Market stores located in Pennsylvania, between August 11, 2008 and the present.
2. The “Nutrition Facts” label on each and every container of “Whole Foods 365 Everyday Value Plain Greek Yogurt” states in uniform language that this product contains 2 grams of sugar per 170 gram serving.
3. This written, uniform statement of fact on each such “Nutrition Facts” label is false.
4. In actuality, as confirmed in six recent tests conducted by the noted consumer

publication “Consumer Reports,” “Whole Foods 365 Everyday Value Plain Greek Yogurt” contains at least 11.4 grams of sugar per 170 gram serving—nearly six times the stated on the product’s label. See Attachment A, Consumer Report article dated July 17, 2014.

5. Whole Foods Market’s website brags to consumers about how thoroughly Whole Foods Market checks the accuracy of the labels of its store brands, telling consumers:

“Our Private Label registered dietician reviews each nutrition label for accuracy and completeness before the label is printed. All attempts are made to review nutrition labels on a regular basis to ensure accuracy”

6. Unless this statement on Defendant’s website is false, then Whole Foods Market was fully aware of the contents of its store brand Greek yogurt and of the fact that the yogurt’s sugar content does not match what is stated on the label.

7. Upon information and belief, Defendant Whole Foods Market, Inc. has been fully aware that it was drastically understating the amount of sugar on the “Whole Foods 365 Everyday Value Plain Greek Yogurt” label and that the actual sugar content of the product was many times higher than the 2 grams per serving falsely stated on the label.

8. The Greek yogurt offered by Defendant’s competitors generally have a listed sugar content of between 5 and 10 grams of sugar per serving.

9. No yogurt on the market actually has only 2 grams of sugar per serving.

10. Rather, the Greek yogurt with the lowest sugar content on the market has 5 grams of sugar per 170 gram serving.

11. By falsely claiming a sugar content of only 2 grams per serving, Defendant

Whole Foods Market, Inc. sought to give itself a competitive advantage and to use this false statement of contents to induce consumers to purchase “Whole Foods 365 Everyday Value Plain Greek Yogurt.”

12. Despite the test results published by Consumer Reports, Whole Foods Market has not pulled the mislabeled yogurt off its shelves and continues to sell the mislabeled product to consumers in its Pennsylvania stores every day.

13. This complaint seeks injunctive, declaratory and monetary relief for Plaintiffs and the proposed class of Pennsylvania citizens, under the under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 Pa. Cons.St. § 201–1 et seq and Pennsylvania common law relating to express warranty.

JURISDICTION AND VENUE

14. All claims in this matter arise exclusively under Pennsylvania law.

15. This matter is properly venued in the Philadelphia Court of Common Pleas, in that Plaintiff Clemente purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” at the Whole Foods Market located on South Street, Philadelphia, Plaintiffs reside in Philadelphia and Defendant Whole Foods Market, Inc. does business, inter alia, in Philadelphia.

THE PARTIES

16. Plaintiff Clemente resides in Philadelphia, Pennsylvania.

17. Plaintiff Kilgallen resides in Philadelphia, Pennsylvania.

18. Like all members of the proposed class, Plaintiffs are each Pennsylvania citizens who purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” from a Whole Foods Market located in Pennsylvania between August 11, 2008 and August 11, 2014 which stated on “Nutritional Facts” label that the yogurt contained “sugars 2g” per 170 gram serving.

19. Specifically, Plaintiff Clemente purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” from the Whole Foods Market located on South Street, Philadelphia on various dates between August 11, 2008 and August 11, 2014, including on August 4, 2014 when he purchased two containers of “Whole Foods 365 Everyday Value Plain Greek Yogurt” for \$1.29 each from Whole Foods Market located on South Street, Philadelphia.

20. Specifically, Plaintiff Kilgallen purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” from the Whole Foods Market stores located at 1575 The Fairway, Jenkintown, PA 19046 and 339 E Lancaster Ave, Wynnewood, PA 19096 on various dates between August 11, 2008 and August 11, 2014, including on August 5, 2014 when she purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” for \$1.29.

21. Defendant Whole Foods Market, Inc. is incorporated in Texas and maintains its principal executive offices at 550 Bowie Street in Austin, Texas.

CLASS ACTION ALLEGATIONS

22. **Class Definitions:** Plaintiffs Clemente and Kilgallen bring this action as a class action pursuant to Rule 1701, et seq. of the Pennsylvania Rules of Civil Procedure on behalf of themselves and all members of the following proposed Class:

All Pennsylvania citizens who, between August 11, 2008 and the present, purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” from a Whole Foods Market located in Pennsylvania.

23. Plaintiff Kilgallen also brings this action as a class action pursuant to Rule 1701, et seq. of the Pennsylvania Rules of Civil Procedure on behalf of herself and all members of the following proposed Sub-Class:

All Pennsylvania citizens who, between August 11, 2008 and the present, purchased “Whole Foods 365 Everyday Value Plain Greek

Yogurt” from a Whole Foods Market located in Pennsylvania, using a credit card, debit card or via Whole Foods Market’s “online ordering” program.

24. **Rule 1702(1) Numerosity:** The class and sub-class for whose benefit this action is brought is so numerous that joinder of all members is impracticable.

25. Upon information and belief, the proposed class is composed of at least 10,000 Persons and the proposed sub-class is composed of at least 5,000 persons.

26. **Rule 1702(2) Commonality:** Common questions of law and fact exist as to each class member.

27. All claims in this action arise exclusively from the uniform labeling policy as alleged herein.

28. No violations alleged in this complaint are a result of any individualized oral communications or individualized interaction of any kind between class members and Defendant or anyone else.

29. Rather, all claims in this matter arise from the identical, false affirmative statements made by Defendant on the “Nutrition Facts” label on all containers of “Whole Foods 365 Everyday Value Plain Greek Yogurt.”

30. There are common questions of law and fact affecting the rights of the class members, including, inter alia, the following:

- a. Whether “Whole Foods 365 Everyday Value Plain Greek Yogurt” contains more than “Sugars 2g” per 170 gram serving;
- b. Whether Defendant was aware that “Whole Foods 365 Everyday Value Plain Greek Yogurt,” contained at least 11 grams of sugar per 170 gram serving;
- c. The date Defendant became aware that “Whole Foods 365 Everyday Value Plain Greek Yogurt,” contained at least 11 grams of sugar per 170 gram serving;

- d. Whether Defendant's act in placing the words "Sugars 2g" per 170 gram serving on Defendant's "Nutrition Facts" label for "Whole Foods 365 Everyday Value Plain Greek Yogurt," was as "deceptive conduct which creates a likelihood of confusion or misunderstanding" within the meaning of 73 P.S. § 201-2(4)(xxi);
- e. Whether Defendant engaged in a knowing omission of material fact by failing to inform consumers in any fashion that the actual sugar content of a 170 gram serving of "Whole Foods 365 Everyday Value Plain Greek Yogurt," was over 11 grams of sugar;
- f. Whether Defendant's act in placing the words "Sugars 2g" per 170 gram serving on Defendant's "Nutrition Facts" label for "Whole Foods 365 Everyday Value Plain Greek Yogurt" violated Pennsylvania common law regarding express warranty; and
- g. Whether Plaintiffs and the class are entitled to an order for declaratory and injunctive relief directing Defendant to participate in a court-supervised program of refund and/or recall of "Whole Foods 365 Everyday Value Plain Greek Yogurt" which contain the label described herein.

31. **Rule 1702(3) Typicality:** The claims of Plaintiffs are typical of those of all class members.

32. The claims of plaintiffs are not only typical of all class members, they are identical.

33. All claims of plaintiffs and the class arise from the same identical, false, statement of affirmative fact by Defendant, in which Defendant placed the words "sugars 2g" per 170 gram serving on Defendant's "Nutrition Facts" label for "Whole Foods 365 Everyday Value Plain Greek Yogurt" and from the same material omission of fact in that Defendant failed to warn customers in any fashion that this product had an actual sugar content of over 11 grams of sugar per 170 gram serving.

34. All claims of plaintiffs and the class are based on the exact same legal theories.

35. **Rule 1702(4) Adequacy of Class Representation:** Plaintiffs will fairly and adequately assert and protect the interests of the class under the criteria set forth in Rule 1709.

36. Plaintiffs are members of the class they seek to represent and Plaintiff Kilgallen is a member of the sub-class she seeks to represent.

37. Plaintiffs have no interest antagonistic to, or in conflict with, the class.

38. Plaintiffs will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent themselves and the class.

39. Plaintiffs have no interest antagonistic to, or in conflict with, the class.

40. Plaintiffs will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent themselves and the class.

41. **Rule 1702(5)**: A class action would provide a fair and efficient method for adjudication of the controversy under the criteria set forth in Rule 1708.

42. **Rule 1708**: A class action is a fair and efficient method of adjudicating the controversy.

43. Common questions of law or fact predominate over any question affecting only individual members.

44. The prosecution of separate actions by or against individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class which would confront Defendant with incompatible standards of conduct.

45. Adjudications with respect to individual members of the class would as a practical matter be dispositive of the interests of other members not parties to the adjudications and would substantially impair or impede their ability to protect their interests.

46. To plaintiffs' knowledge, no other litigation has already commenced raising these same issues against Defendant in Pennsylvania or under Pennsylvania law.

47. This particular forum is appropriate for the litigation of the claims of the entire class since all proposed class members purchased "Whole Foods 365 Everyday Value Plain Greek Yogurt" from Whole Foods Market stores in Pennsylvania, the action raises claims exclusive

under Pennsylvania law, and Plaintiff Clemente purchased “Whole Foods 365 Everyday Value Plain Greek Yogurt” at the Whole Foods Market in Philadelphia.

48. The expenses of litigation of separate claims by individual class members would be high compared to the potential recovery of each individual class member.

49. Indeed, the product at issue costs less than \$5 and thus individual actions to recover that amount, or any portion of that amount, are not economically feasible.

50. Thus, the absence of class certification would spell the death knell of any litigation over Defendant’s failure to live up to the sugar content promised on its nutrition label.

51. The exact size of the class and sub-class is currently unknown to plaintiffs but is believed to be over 10,000 and 5,000 respectively and there will be no difficulties likely to be encountered in the management of the action as a class action.

52. **Rule 1709**: The attorneys for the representative parties will adequately represent the interests of the class and sub-class.

53. Plaintiffs’ attorneys have participated in over 100 class actions and have been appointed by courts to serve as sole class counsel or class co-counsel in over 50 certified class actions.

54. Plaintiffs have no conflict of interest with other class members.

55. Plaintiffs seek the same relief for himself as for every other class member.

56. Plaintiffs have or can acquire adequate financial resources to assure that the interests of the class will not be harmed.

FACTS GIVING RISE TO THE CAUSE OF ACTION

57. Defendant is in the business of manufacturing, distributing, marketing, and selling, inter alia, “Whole Foods 365 Everyday Value Plain Greek Yogurt.”

58. The “Whole Foods 365 Everyday Value Plain Greek Yogurt” is a an exclusive

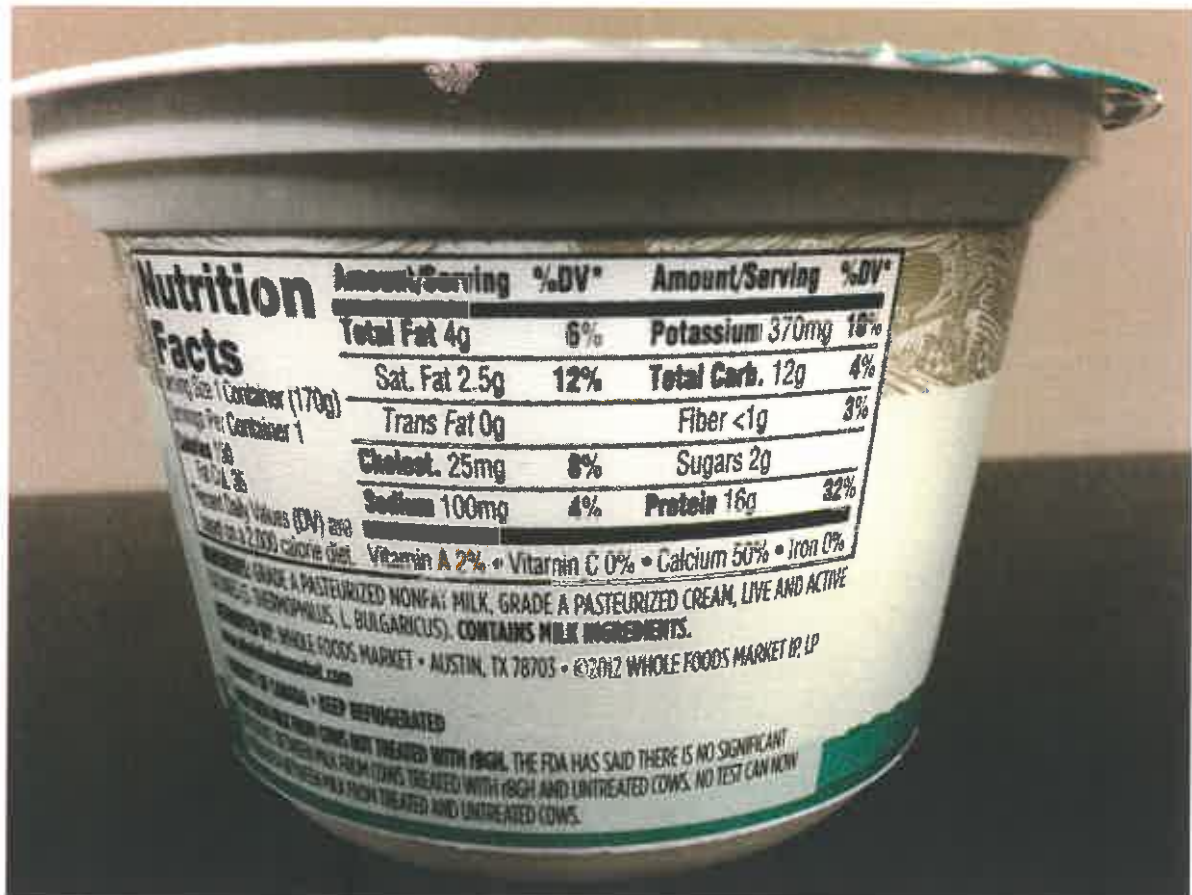
Whole Foods Market store brand, which, as with Defendant's other products, Defendant sells under the store motto "Health Starts Here."

59. Whole Foods Market's website touts the high nutritional value of its products, stating:

"Healthy eating is a basic foundation for optimum health and well-being. By supporting healthy eating education we inspire and empower our stakeholders to make the best health-supportive, delicious foods choices to maximize personal health and vitality."

60. Defendant maintains 10 Whole Foods Markets in Pennsylvania.

61. Since the initial offering of "Whole Foods 365 Everyday Value Plain Greek Yogurt," each and every "Nutrition Facts" label on each container of "Whole Foods 365 Everyday Value Plain Greek Yogurt" sold by Defendant has falsely stated that this yogurt contains "Sugars 2g" per serving.



62. In July of 2014, the noted consumer publication “Consumer Reports” published the results of six recent tests conducted by Consumer Reports on “Whole Foods 365 Everyday Value Plain Greek Yogurt,” which revealed to the public that “Whole Foods 365 Everyday Value Plain Greek Yogurt” contains at least 11.4 grams of sugar per 170 gram serving—nearly six times the stated on the product’s label. See Attachment A, Consumer Report article dated July 17, 2014.

63. Defendant, as the developer, manufacturer, and exclusive seller and distributor of “Whole Foods 365 Everyday Value Plain Greek Yogurt” has been aware since the product’s inception that the product contains more than 5 times the amount of sugar represented on the product’s “Nutrition Facts” label.

64. Indeed, Whole Foods Market’s website brags to consumers about how thoroughly Whole Foods Market checks the accuracy of the labels of its store brands, telling consumers:

“Our Private Label registered dietician reviews each nutrition label for accuracy and completeness before the label is printed. All attempts are made to review nutrition labels on a regular basis to ensure accuracy”

65. Unless such statements are false, then Whole Foods Market was fully aware of the contents of its store brand Greek yogurt.

66. Moreover, Defendant was aware that no Greek yogurt on the market has only 2 grams of sugar per 170 gram serving and that the lowest sugar content of any Greek yogurt for sale is 5 grams per serving; more than twice as much as what Defendant falsely stated on the label for “Whole Foods 365 Everyday Value Plain Greek Yogurt.”

67. Defendant’s act in vastly understating the sugar content of “Whole Foods 365 Everyday Value Plain Greek Yogurt” is not harmless trivia. For many members of the class, sugar content is an important component of their diet.

68. Defendant was fully aware that drastically understating the sugar content on the label of its “Whole Foods 365 Everyday Value Plain Greek Yogurt” would give Defendant a competitive advantage over its competitors, all of which list a sugar content at least twice as high as the 2 grams per serving falsely stated on Defendant’s label.

69. Many of Defendant’s competitors sell their Greek yogurt for substantially less than the price charged by Defendant for “Whole Foods 365 Everyday Value Plain Greek Yogurt.”

70. Indeed, numerous internet blogs and consumer websites maintain that Whole Foods Market’s prices are generally higher than those of competing grocery stores, leading some consumers to nickname it “Whole Paycheck Market.”

71. These sites maintain that Whole Foods Market attempts to justify its generally higher prices by claiming that the “value” of Defendant’s products derives from its high quality and the fact that it is supposedly “healthier” than other foods.

72. For example, Whole Foods Market’s website states:

“Our goal is to sell the highest quality ingredients that also offer high value for our consumers. High value is a product of high quality at a competitive price. Our product quality standards focus on ingredients, freshness, taste nutritive value, safety and/or appearance.”

73. It appears that Whole Foods Market attempts to convey the idea to its customers that its higher prices are “worth it” because it has higher quality and healthier products.

74. By falsely understating the sugar content of “Whole Foods 365 Everyday Value Plain Greek Yogurt,” Defendant made it seem as if the higher price of this product was justified because it had only 2 grams of sugar per serving; which – if true – would have made it the Greek yogurt with the lowest sugar content on the market.

75. Thus, it was Defendant's conscious intent to induce consumers to purchase "Whole Foods 365 Everyday Value Plain Greek Yogurt" by falsely stating that the sugar content per serving was only 2 grams, when, in fact, the actual sugar content was over 11 grams per serving; higher than the cheaper Greek yogurts being sold by Defendant's competitors.

76. Finally, there can simply no dispute that after the Consumer Reports report was published on July 17, 2014, Whole Foods Market had actually notice that the label on its "Whole Foods 365 Everyday Value Plain Greek Yogurt" was erroneous and that this product had more than 5 times the amount of sugar per serving than what it stated on the label.

77. Despite this, Defendant has not removed the products bearing these erroneous labels from its shelves, and continued to sell this product, with the same misstatement on the label, after July 17, 2014.

78. Indeed, Defendant continues to do so to this very day.

79. Such conducts very clearly exhibits knowing intent on the part of Defendant.

COUNT I

Pennsylvania Unfair Trade Practices and Consumer Protection Law 73 Pa. Cons.St. § 201-1 et seq

80. Plaintiffs incorporate all preceding paragraphs of this complaint as if set forth fully herein.

81. This action does not raise any claims of common law fraud.

82. Rather, all claims in this action arise exclusively under the UTPCPL.

83. **"The purpose of the UTPCPL is to protect the public from fraud and unfair or deceptive business practices."** Keller v. Volkswagen of Am., Inc., 733 A.2d 642, 646 (Pa.Super.1999).

84. It is well-established that, in order to carry out that purpose, the UTPCPL must be liberally construed. See Chiles v. Ameriquest Mortg. Co., 551 F.Supp.2d 393, 398 (E.D.Pa.2008)(“**The UTPCPL must be construed liberally.**”); Pirozzi v. Penske Olds-Cadillac-GMC, Inc., 413 Pa.Super. 308, 605 A.2d 373, 376, appeal denied, 532 Pa. 665, 616 A.2d 985 (1992)(“**our supreme court held that the UTPCPL is to be liberally construed in order to effect its purpose.**”)

85. In order to prevail under the UTPCPL, a plaintiff must prove the transaction between plaintiff and defendant constituted “trade or commerce” within the meaning of the UTPCPL and that the defendant was engaged in unfair or deceptive acts or practices.

86. The conduct alleged herein took place during “trade and commerce” within the meaning of the UTPCPL.

87. The conduct alleged herein constitutes a deceptive practice.

88. The UTPCPL 73 P.S. § 201-2(4)(xxi) defines unfair or deceptive acts or practices, inter alia, as any: “**deceptive conduct which creates a likelihood of confusion or misunderstanding.**”

89. Prior to 1996, 73 P.S. § 201-2(4)(xxi) required that a defendant engage in the equivalent of common law fraud. See Flores v. Shapiro & Kreisman, 246 F.Supp.2d 427, 432 (E.D.Pa.2002); Commonwealth of Pa. v. Percudani, 825 A.2d 743, 746-47 (Pa.Comm.2003).

90. In 1996, however, UTPCPL 73 P.S. § 201-2(4)(xxi) was amended to add the word “deceptive” as an alternative to “fraud” in describing the practices prohibited by this section. Bennett v. A.T. Masterpiece Homes at BROADSPRINGS, LLC, 40 A.3d 145 (Pa.Super.2012) (holding that the amendment to the catch-all provision that added the language “or deceptive conduct” changed the requirement from proving actual fraud to merely proving deceptive

conduct); Commonwealth of Pa. v. Percudani, 825 A.2d 743, 746-47 (Pa.Comm.w.2003) (a plaintiff who alleges deceptive conduct to proceed without proving all of the elements of common law fraud); Flores v. Shapiro & Kreisman, 246 F.Supp.2d 427, 432 (E.D.Pa.2002):

“by adding a prohibition on ‘deceptive’ conduct, the 1996 amendment to the CPL eliminated the need to plead all of the elements of common law fraud in actions under the CPL. Under general principles of statutory interpretation, no word should be rendered redundant. The new word “deceptive” in the statute, therefore, must have been intended to cover conduct other than fraud.”

91. As alleged herein, Defendant has engaged in deceptive conduct which creates a likelihood of confusion or misunderstanding.

92. Such conduct is based on both affirmative misrepresentations, material nondisclosures and material omissions.

93. In the case at bar, Defendant’s act in placing the words “Sugars 2g” per 170 gram serving on Defendant’s “Nutrition Facts” label for “Whole Foods 365 Everyday Value Plain Greek Yogurt,” was as “deceptive conduct which creates a likelihood of confusion or misunderstanding” within the meaning of 73 P.S. § 201-2(4)(xxi).

94. Defendant also engaged in a knowing omission of material fact by failing to inform consumers in any fashion that the actual sugar content of a 170 gram serving of “Whole Foods 365 Everyday Value Plain Greek Yogurt,” was over 11 grams of sugar.

95. This combination of affirmative representations and omissions was, at best, a deceptive practice.

96. Numerous cases have held that, after 1996, 73 P.S. § 201-2(4)(xxi) does not require actual fraud. See Bennett v. A.T. Masterpiece Homes at BROADSPRINGS, LLC, 40 A.3d 145 (Pa.Super.2012) (holding that the amendment to the catch-all provision that added the language

“or deceptive conduct” changed the requirement from proving actual fraud to merely proving deceptive conduct); Flores v. Shapiro & Kreisman, 246 F.Supp.2d 427, 432 (E.D.Pa.2002); Commonwealth of Pa. v. Percudani, 825 A.2d 743, 746-47 (Pa.Commw.2003); Rubenstein v. Dovenmuehle Mortg., Inc., 2009 WL 3467769 (E.D.Pa.2009) at *6.

97. In the case at bar, however, the elements of fraud are met.

98. By the acts alleged herein, Defendant has made a misrepresentation of a material fact and a material nondisclosure, as described herein.

99. Defendant acted with knowledge that its conduct was deceptive and with intent that such conduct deceived consumers.

100. While it is not clear that actual reliance is required, plaintiffs and the class did justifiably rely upon the misrepresentation and material nondisclosure; a reliance which may be presumed in this case where a defendant has engaged in a common course of identical conduct.

101. In addition, Defendant’s conduct violated 73 P.S. § 201-2(4) (vii) by “**representing that goods... are of a particular standard, quality or grade... if they are of another**”.

102. As a proximate result of this conduct, plaintiffs and the class have suffered an ascertainable loss of money.

COUNT II

PENNSYLVANIA BREACH OF EXPRESS AND/OR IMPLIED WARRANTY

103. Plaintiffs incorporate all preceding paragraphs of this complaint as if set forth fully herein.

104. By operation of Pennsylvania law, the label on Defendant’s yogurt constitute an

express or implied warranty that this product met the description by Defendant of the contents of “Whole Foods 365 Everyday Value Plain Greek Yogurt,” made in writing on the “Nutrition Facts” label, which stated that the good contained 2 grams of sugar per 170 gram serving.

105. The relevant terms and language of that warranty between Defendant and each member of the class are identical.

106. Defendant has breached the terms of this warranty in an identical manner for each class member because “Whole Foods 365 Everyday Value Plain Greek Yogurt” did not and could not conform to the affirmation, promise and description on this label because, in fact, the product actually contained over 11 grams of sugar per serving.

107. As a direct and proximate result of this breach of express warranty by Defendant, Plaintiffs and each member of the class has suffered economic loss.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs ask this court to:

- a. Certify the class and sub-class as a class action pursuant to Rule 1701, et seq. of the Pennsylvania Rules of Civil Procedure;
- b. Enter an order for injunctive and declaratory relief as described herein;
- c. Enter judgment in favor of each class member for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. Award plaintiffs reasonable attorneys’ fees and costs;
- e. Award plaintiffs and the class treble damages; and
- f. Grant such other and further legal and equitable relief as the court deems just and equitable.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

DeNITTIS OSEFCHEN, P.C.



BY: STEPHEN P. DeNITTIS, ESQ. (ID NO. 80080)
SHANE T. PRINCE, ESQ. (ID NO. 89325)
1515 Market Street, Suite 1200
Philadelphia, PA 19102
(215) 564-1721 – phone
(215) 564-1759 – fax

Dated: 8/11/14

VERIFICATION

I, Carmine Clemente, hereby states:

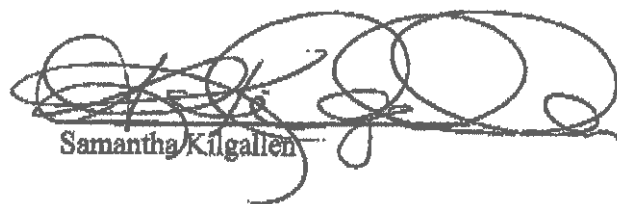
1. I am the Plaintiff in the within matter.
2. I verify that the statements made in the foregoing complaint are true and correct to the best of my knowledge, information and belief.
3. I understand that the statements in said complaint are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


Carmine Clemente

VERIFICATION

I, Samantha Kilgallen, hereby states:

1. I am the Plaintiff in the within matter.
2. I verify that the statements made in the foregoing complaint are true and correct to the best of my knowledge, information and belief.
3. I understand that the statements in said complaint are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Samantha Kilgallen

VERIFICATION

I, Shane T. Prince, hereby state:

1. I am the attorney for the Plaintiffs in the within matter.
2. I verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.
3. I understand that the statements in said Complaint are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.



Shane T. Prince

Dated: 8/11/14