

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

FIONA LYNCH, individually and)	
on behalf of a class of similarly situated)	
individuals,)	
)	
<i>Plaintiff,</i>)	No.
)	
v.)	
)	Judge:
ICCO-CHEESE COMPANY, INC.,)	
a New York corporation, and TARGET)	
CORPORATION, a Minnesota corporation,)	
)	
<i>Defendants.</i>)	

CLASS ACTION COMPLAINT

Plaintiff, Fiona Lynch (“Plaintiff”), on behalf of herself and all other similarly situated individuals, brings this class action complaint against ICCO-Cheese Company, Inc., (“ICCO”) and Target Corporation (“Target”), to seek redress for Defendants’ unlawful and deceptive practice of labeling and selling parmesan cheese as “100% Parmesan cheese” when it in fact contains substantial amounts of cellulose “filler.” Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief including investigation conducted by her attorneys.

NATURE OF THE ACTION

1. Defendant ICCO engaged in unfair and deceptive business practices by manufacturing grated parmesan cheese products to be sold to consumers under various private label store brands across the country, including Defendant Target’s “Market Pantry” store brand, as containing “100% Parmesan Cheese” even though the packaged products did not in fact contain “100% Parmesan Cheese” and instead contained a significant amount of cellulose, a non-cheese “filler” made from wood pulp.

2. Defendant Target, similar to other retailers that contracted with ICCO to manufacture store-brand parmesan cheese products, sold to consumers, including to Plaintiff, at least one such “100% Grated Parmesan Cheese” product under its “Market Pantry” store brand label. The “100% Grated Parmesan Cheese” product manufactured by ICCO featured multiple representations and warranties that the product is “Parmesan 100% Grated Cheese,” and consists of “100% Parmesan cheese.” However, independent laboratory testing determined that more than 8% of the “100% Parmesan cheese” is actually cellulose, a filler material that is made from wood pulp.

3. Plaintiff, on behalf of herself and a nationwide class of consumers who purchased ICCO parmesan cheese products that were deceptively mislabeled as containing “100%” parmesan cheese, seeks injunctive and monetary relief against Defendants under state statutory and common law claims.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). There are at least 100 members in the proposed class, the aggregated claims of the individual class members exceed the sum or value of \$5,000,000.00, exclusive of interests and costs, and this is a class action in which Defendants ICCO and Target and more than two-thirds of the putative class are citizens of different states.

5. Venue is proper in this District pursuant to 28 U.S.C. 1391(b) because Defendants conduct business in this District and because a substantial part of the events concerning the conduct at issue occurred in this District, as Defendants’ product at issue was purchased by Plaintiff at a Target retail store located in this District.

PARTIES

6. Plaintiff is a resident of the State of Illinois.

7. Defendant ICCO-Cheese Company, Inc., the self-described “name behind the name of America's finest brands,” is a nationwide provider of prepared food products, including grated cheeses, sold under private, store-brand labels across the country. It is a New York corporation with its principal place of business located in New York. ICCO conducts business in this District and elsewhere throughout the United States.

8. Defendant Target Corporation is a nationwide retailer. It is a Minnesota corporation with its principal place of business located in Minnesota. Target conducts business in this District and elsewhere throughout the United States.

COMMON ALLEGATIONS OF FACT

9. Defendant ICCO specializes in manufacturing private label food products for retailers across the country. One such food product ICCO manufactures for sale at Target stores across the country is a grated parmesan cheese product which Defendants label as containing “100%” parmesan cheese. ICCO is responsible for manufacturing Target’s “Parmesan 100% Grated Cheese” product (“Target Parmesan Cheese”), and upon information and belief similar “100%” parmesan cheese products for other retailers such as Walmart and many others, in its New York production facility.

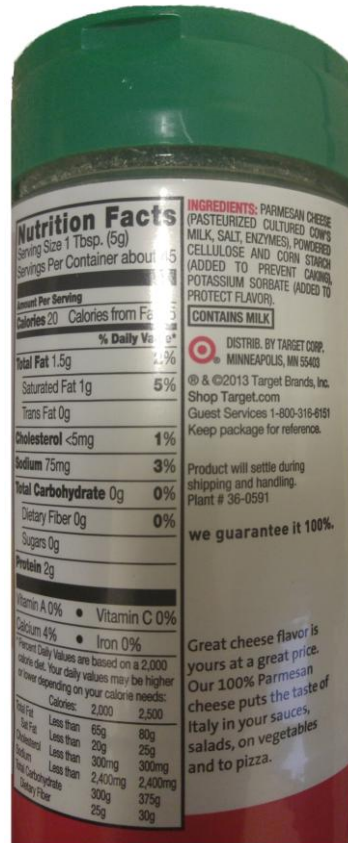
10. The “100%” parmesan cheese product ICCO manufactures for Target has been sold to consumers under Target’s “Market Pantry” store brand label beginning at least as early as 2012. The Target Parmesan Cheese is packaged by ICCO in a plastic cylindrical container, and is produced in various sizes, including 3 oz., 8 oz., and 16 oz. packages.

11. As shown in the image below, the label on the front of the Target Parmesan Cheese package clearly advertises to consumers that it contains “Parmesan 100% Grated Cheese.”



12. Furthermore, as show in the image below, the label on the back of the Target Parmesan Cheese packaging states:

Great cheese flavor is yours at a great price. Our 100% Parmesan cheese puts the taste of Italy in your sauces, salads, on vegetables and to pizza.



13. In addition, the back label also prominently states in bold print:

we guarantee it 100%

14. However, the Target Parmesan Cheese manufactured by ICCO does not actually contain “100% Parmesan cheese.” Independent laboratory testing has shown that at least 8% of the product consists of “cellulose,” an anti-clumping agent and filler that is produced from wood chips.

15. As the actual manufacturer of the Target Parmesan Cheese, ICCO was responsible for determining the amount of cellulose filler used in the product, and added such filler despite knowing that the product was going to be sold and labeled as “100% Parmesan cheese.”

16. Because parmesan cheese is considered a “hard” cheese that, as Defendants’ label states, takes at least “10 months” to produce, it has a high cost of manufacturing. One way that

manufacturers of hard cheeses, such as ICCO, cut down costs of manufacturing is by adding fillers, such as cellulose, which are inexpensive and often undetectable by the average consumer.

17. Because of ICCO's actions in adding cellulose filler material to its "100%" parmesan cheese products, the Target Parmesan Cheese consists of at least 8% cellulose, in addition to other non-cheese ingredients, and the representations on the packaging that it is "100% Parmesan cheese" and "Parmesan 100% Grated Cheese" are false and misleading to consumers.

18. Plaintiff is a regular customer at Target, and recently purchased an 8 oz. package of Target Parmesan Cheese product in March 2016 at a Target store located in Chicago, Illinois.

19. Plaintiff purchased the Target Parmesan Cheese product based upon the only representations made on the product's packaging that it was "Parmesan 100% Grated Cheese." Plaintiff reasonably relied on the representations in choosing to purchase the product and believed that the product consisted entirely of "100%" Parmesan cheese.

20. Plaintiff would not have purchased the Target Parmesan Cheese, and/or would have paid significantly less for it, had she known that the product was falsely labeled and was in fact made up of at least 8% cellulose content.

21. Plaintiff suffered actual damages as a result of Defendants' deceptive and unfair practices described herein.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings this action on behalf of herself and a nationwide class (the "Class" or "ICCO Class"), with three subclasses, (collectively, the "Subclasses"), defined as follows:

(i) ICCO Class: All persons in the United States and its territories who, within the relevant statute of limitations, purchased a grated parmesan cheese product manufactured by ICCO that was labeled as containing “100%” parmesan cheese.

(ii) ICCO Illinois Subclass: All persons who, within the relevant statute of limitations, purchased in the state of Illinois a grated parmesan cheese product manufactured by ICCO that was labeled as containing “100%” parmesan cheese.

(iii) Target Subclass: All persons in the United States and its territories who, within the relevant statute of limitations, purchased Target’s “Parmesan 100% Grated Cheese” product.

(iv) Target Illinois Subclass: All persons who, within the relevant statute of limitations, purchased Target’s “Parmesan 100% Grated Cheese” product in the state of Illinois.

23. Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclasses. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the other members of the Class and Subclasses, and have the financial resources to do so. Neither Plaintiff nor her counsel has any interest adverse to those of the other members of the Class or Subclasses.

24. Absent a class action, most members of the Class and Subclasses would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

25. Defendants have acted and failed to act on grounds generally applicable to the Plaintiff and the other members of the Class and Subclasses, requiring the Court’s imposition of

uniform relief to ensure compatible standards of conduct toward the members of the Class and Subclasses, and making injunctive or corresponding declaratory relief appropriate for the Class and Subclasses as a whole.

26. The factual and legal bases of Defendants liability to Plaintiff and to the other members of the Class and Subclasses are the same, resulting in injury to the Plaintiff and to all of the other members of the Class and Subclasses. Plaintiff and the other members of the Class and Subclasses have all suffered harm and damages as a result of Defendants unlawful and wrongful conduct.

27. Upon information and belief, there are hundreds, if not thousands, of members of the Class and Subclasses such that joinder of all members is impracticable.

28. There are many questions of law and fact common to the claims of Plaintiff and the other members of the ICCO Class and ICCO Illinois Subclass, and those questions predominate over any questions that may affect individual members of the ICCO Class and ICCO Illinois Subclass. Common questions for the ICCO Class and ICCO Illinois Subclass include, but are not limited to, the following:

(a) Whether members of the ICCO Class and ICCO Illinois Subclass purchased parmesan cheese products manufactured by ICCO and identified as containing “100%” parmesan cheese;

(b) Whether the “100%” parmesan cheese products manufactured by ICCO contained cellulose filler;

(c) Whether ICCO manufactured “100%” parmesan cheese products knowing that they did not contain 100% parmesan cheese;

(d) Whether ICCO added cellulose filler to parmesan cheese products that it knew or should have known would be represented as containing 100% parmesan cheese;

(e) Whether ICCO engaged in unfair acts and practices in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/2, *et seq.* (the “ICFA”);

(f) Whether ICCO engaged in unfair acts and practices in violation of the New York Deceptive Business Practices Act, N.Y. GBL § 349, *et seq.* (the “NYDPA”);

(g) Whether ICCO violated New York laws regarding the Adulteration, Packing, and Branding of Food and Food Products, N.Y. AGM § 198 *et seq.* (“NYAPBF”), by adding cellulose filler material to its parmesan cheese products;

(h) Whether ICCO was unjustly enriched by manufacturing parmesan cheese products that were sold by its customers to consumers as containing “100%” parmesan cheese, and retaining profits from manufacturing such products, despite adding cellulose filler to the products and manufacturing a product that was not in fact “100%” parmesan cheese;

(i) Whether the members of the ICCO Class and ICCO Illinois Subclass are entitled to monetary damages;

(j) Whether the members of the ICCO Class and ICCO Illinois Subclass are third-party beneficiaries of ICCO’s transactions with Target and any of its other customers; and

(k) Whether ICCO should be enjoined from continuing to manufacture and sell parmesan cheese products that are labeled as containing “100%” parmesan cheese.

29. Similarly, there are many questions of law and fact common to the claims of Plaintiff and the other members of the Target Subclass and Target Illinois Subclass, and those questions predominate over any questions that may affect individual members of the Target Subclass and Target Illinois Subclass. Common questions for the Target Subclass and Target Illinois Subclass include, but are not limited to, the following:

(a) Whether members of the Target Subclass and Target Illinois Subclass purchased Target Parmesan Cheese from Target;

(b) Whether the Target Parmesan Cheese sold to the Target Subclass and Target Illinois Subclass was represented as containing “100%” parmesan cheese;

(c) Whether the representation by Target that its Target Parmesan Cheese contained “100%” parmesan cheese was false;

(d) Whether the Target Parmesan Cheese product contained cellulose filler;

(e) Whether Target knew or should have known that its Target Parmesan Cheese did not contain “100%” parmesan cheese;

(f) Whether Target’s false and misleading statements concerning the content of its Target Parmesan Cheese product is likely to deceive consumers.

(g) Whether Target engaged in unfair acts and practices in violation of the ICFA;

(h) Whether Target violated the Illinois Food, Drug, and Cosmetic Act, 410 ILCS § 620/1 *et seq.* (“IFDCA”), by misrepresenting that its Target Parmesan Cheese product consisted of “100%” parmesan cheese;

(i) Whether Target engaged in unlawful acts and practices in violation of the Minnesota Unlawful Trade Practices Act, Minn. Stat. § 325D.09 *et seq.* (“MUTPA”) and the Minnesota False Statement in Advertisement Act, Minn. Stat. § 325F.67 (“MFSAA”);

(j) Whether Target was unjustly enriched by selling its Target Parmesan Cheese product, and retaining profits from such sales, despite misrepresenting the contents of the product;

(k) Whether the members of the Target Subclass and Target Illinois Subclass are entitled to monetary damages; and

(l) Whether Target should be enjoined from continuing to market and sell its Target Parmesan Cheese product as containing “100% Parmesan Cheese.”

COUNT I
Violation of the New York Deceptive Acts and Practices Statute
(New York GBL § 349 *et seq.*) by Defendant ICCO
on behalf of the ICCO Class

30. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

31. The NYDPA prohibits “deceptive acts or practices in the conduct of any business, trade or commerce[.]” N.Y. GBL § 349(a).

32. The NYDPA similarly prohibits “false advertising,” including labeling of commodities that is “misleading in a material respect.” N.Y. GBL § 350-a(1).

33. The labeling affixed to the grated parmesan cheese products manufactured by ICCO in its New York facility and sold to Plaintiff and the other members of the ICCO Class contains misleading statements concerning ICCO’s manufacturing of the products, including the misleading statement that ICCO actually manufactures the products and fills the containers with “100%” parmesan cheese.

34. Even though ICCO's grated parmesan cheese products are marketed and sold to consumers as containing "100%" parmesan cheese, they do not actually contain "100%" parmesan cheese, and ICCO actually manufactures such products with a significant and material amount of cellulose filler.

35. Plaintiff and the other members of the ICCO Class, including consumers throughout New York, were misled and suffered actual damages because the ICCO parmesan cheese products they purchased did not actually contain "100%" parmesan cheese.

36. ICCO engaged in deceptive acts or practices in violation of the NYDPA by producing parmesan cheese products in its New York facility with significant amounts of cellulose filler that it knew were marketed and sold to consumers in New York, and elsewhere throughout the nation, as containing "100%" parmesan cheese despite not actually containing "100%" parmesan cheese.

37. ICCO's actions in adding cellulose filler to its parmesan cheese products were also deceptive acts or practices under the NYDPA because under the NYAPBF it is illegal to manufacture, produce, package, or possess any food products that are "adulterated." N.Y. AGM § 199-a(1). ICCO's parmesan cheese products were "adulterated" under the NYAPBF because ICCO added cellulose filler to its products which, "increase[d] [their] bulk or weight," "reduce[d] [their] quality," and "ma[d]e [them] appear better than [they are] or of greater value than [their] true value." N.Y. AGM § 200(10). In addition, by adding such cellulose filler, ICCO's parmesan cheese products "fall[] below the standard of purity, quality, or strength which [they] . . . [are] represented to possess" as they do not actually contain "100%" parmesan cheese. Accordingly, as a result of ICCO's actions, Plaintiff and the other members of the ICCO Class

are in possession of an “illegal” adulterated product under the NYAPBF that has little or no worth.

38. Plaintiff and the other members of the ICCO Class would not have purchased the parmesan cheese products manufactured by ICCO had they known that the products were mislabeled and did not actually contain “100%” parmesan cheese, or they would have paid significantly less for such products had they known the accurate amount of actual parmesan cheese contained therein. Accordingly, Plaintiff and the other members of the ICCO Class received a product of a lesser quality and value than what they bargained and/or paid for.

39. Pursuant to Section 349(h) of the NYDPA, on behalf of herself and the other members of the ICCO Class, Plaintiff seeks injunctive relief, recovery of actual damages or Fifty Dollars (whichever is greater), treble damages up to One Thousand Dollars, reasonable costs and attorneys’ fees, as well as all pre-judgment interest.

COUNT II

Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS § 505/2) by Defendant ICCO on behalf of the ICCO Class and ICCO Illinois Subclass

40. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

41. The ICFA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices” including “the use or employment of any deception, fraud . . . [and] misrepresentation . . . of any material fact, with intent that others rely upon the concealment, suppression or omission[.]” 815 ILCS § 505/2.

42. The ICFA also prohibits the “use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act.’” 815 ILCS § 505/2. Such practices

include “engag[ing] in any other conduct which . . . creates a likelihood of confusion or misunderstanding.” 815 ILCS § 510/2(a)(12).

43. ICCO knowingly manufactured parmesan cheese products that were labeled and sold to consumers in Illinois, and elsewhere throughout the nation, as containing “100%” parmesan cheese even though ICCO had added significant amounts of cellulose filler material to such products.

44. ICCO added cellulose filler material to its parmesan cheese products with the intent that consumers rely on its deceptive conduct of replacing a significant and material portion of the “100%” parmesan cheese contained in the product with a “cellulose” filler that the average consumer is unable to distinguish and taste.

45. ICCO’s practice of adding a material amount of cellulose filler to its parmesan cheese products that are sold as containing “100%” parmesan cheese is an unfair practice under the ICFA because it deprives consumers of the full value of the products that they purchase.

46. ICCO’s actions in adding cellulose filler to its parmesan cheese products were also deceptive acts or practices under the ICFA because ICCO’s parmesan cheese products were “adulterated” food products under the NYAPBF that have little to no value.

47. ICCO’s deceptive and unfair acts affect consumers like Plaintiff and the other members of the ICCO Class and ICCO Illinois Subclass, as well as the market generally. ICCO’s deceptive and unfair acts were carried out in the course of trade and commerce as they involved the manufacturing of products that were mislabeled and sold in the stream of commerce to unwitting consumers throughout Illinois and the rest of the nation.

48. By imposing costs from its manufacturing process onto the public, ICCO’s actions are oppressive, unethical, unscrupulous, and have caused substantial injury to consumers.

49. Plaintiff and the other members of the ICCO Class and ICCO Illinois Subclass suffered actual damages as a direct and proximate result of ICCO's unfair and deceptive conduct by purchasing products that they would not have otherwise bought or for which they would have paid less.

50. Plaintiff bring this claim on behalf of herself and the ICCO Class and ICCO Illinois Subclass pursuant to Section 10a of the ICFA, which permits Plaintiff to bring a private cause of action for the above violations and entitles Plaintiff and the other members of the ICCO Class and ICCO Illinois Subclass to actual damages, injunctive relief, as well as costs and attorneys' fees.

COUNT III
Violation of the New York Adulteration, Packing, and Branding of Food
and Food Products Law (NY AGM § 198 *et seq.*) by Defendant ICCO
on behalf of the ICCO Class

51. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

52. Under the NYAPBF it is unlawful to manufacture, produce, pack, transport, or possess any food product that is "adulterated." N.Y. AGM § 199-a(1).

53. A food product is considered adulterated under the NYAPBF if: "any substance has been substituted wholly or in part therefor," N.Y. AGM § 200(8); "any substance has been added thereto or mixed or packed therewith as to increase its bulk or weight, or reduce its quality or strength or make it appear better than it is or of greater value than its true value," N.Y. AGM § 200(10); or if it "falls below the standard of purity, quality or strength which it purports or is represented to possess." N.Y. AGM § 200(11).

54. ICCO's parmesan cheese products are "adulterated" under the NYAPBF because ICCO adds substantial amounts of cellulose filler to its products which decreases the quality of

the products, reduces their value, and results in them falling below the standard of purity that they are represented to possess as they do not actually contain “100%” parmesan cheese.

55. ICCO’s parmesan cheese products were unlawfully sold to Plaintiff and the other members of the ICCO Class, and had little if any economic value at the time they were sold because such adulterated food products are prohibited under the NYAPBF.

56. Plaintiff and the other members of the ICCO Class would not have purchased ICCO’s parmesan cheese products had they been aware that the products were adulterated and prohibited as they were manufactured in violation of the NYAPBF.

57. Plaintiff and the other members of the ICCO Class suffered actual harm as a result of ICCO’s violation of the NYAPBF, and are entitled to monetary damages for the amounts spent on purchasing ICCO’s adulterated food products.

COUNT IV
Unjust Enrichment by Defendant ICCO
on behalf of the ICCO Class

58. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

59. ICCO manufactured parmesan cheese products that were sold to consumers as containing “100%” parmesan cheese even though ICCO had added substantial amounts of cellulose filler to the products and knew that the products were not “100%” parmesan cheese as represented.

60. ICCO’s unlawful conduct as alleged in this Complaint allowed ICCO to knowingly obtain significant revenues derived from Plaintiff’s and ICCO Class members’ purchases of its parmesan cheese products, at the expense of Plaintiff and the other members of the ICCO Class who paid for a product that contained “100%” parmesan cheese but instead

received a product that contained significant amounts of cellulose filler and, thus, significantly less than 100% parmesan cheese.

61. Given ICCO's actions of knowingly manufacturing parmesan cheese products that were not of the same quality, content and value as what was represented to Plaintiff and other members of the ICCO Class when they purchased such products, it would be unjust and inequitable for ICCO to retain the benefits conferred by Plaintiff and the other members of the ICCO Class.

62. Accordingly, on behalf of herself and the ICCO Class, Plaintiff seeks for ICCO to disgorge all amounts that it was unjustly enriched by its conduct described herein and pay restitution to Plaintiff and the other members of the ICCO Class for all amounts that ICCO was unjustly enriched based on its conduct described herein.

COUNT V

Violation of the Minnesota Unlawful Trade Practices Act (Minn. Stat. § 325D.09 *et seq.*) and the Minnesota False Statement in Advertisement Act (Minn. Stat. § 325F.67) by Defendant Target on behalf of the Target Subclass

63. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

64. The MUTPA makes it unlawful for a seller to “knowingly misrepresent, directly or indirectly, the true quality [or] ingredients . . . [of] merchandise.” Minn. Stat. § 325D.13.

65. In addition, the MFSAA makes it unlawful to utilize a “label” or “any advertisement of any sort regarding merchandise” that contains “any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading[.]” Minn. Stat. § 325F.67.

66. The label on the Target Parmesan Cheese product that was manufactured by ICCO and sold at Target retail stores across the country stated that it contained “100% Parmesan cheese.”

67. However, the Target Parmesan Cheese product that was manufactured by ICCO did not in fact contain “100%” parmesan cheese, but rather was composed of at least 8% cellulose filler material.

68. Target intended that consumers, including Plaintiff and the other members of the Target Subclass, rely on the representations made on the label of its Target Parmesan Cheese product manufactured by ICCO in deciding to purchase the product. Plaintiff and the other members of the Target Subclass did rely on such misrepresentations and would not have purchased the Target Parmesan Cheese product, or would have paid significantly less for it, had they known that the label was false and the product actually contained a significant amount of cellulose filler and not “100%” parmesan cheese.

69. Plaintiff bring this claim on behalf of herself and the other members of the Target Subclass pursuant to Minn. Stat. § 8.31(3a), which permits Plaintiff to bring a private cause of action for the above violations and entitles Plaintiff and the other members of the Target Subclass to actual damages, injunctive relief, costs and attorneys’ fees, and other equitable relief.

COUNT VI
Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act
(815 ILCS § 505/2) by Defendant Target
on behalf of the Target Subclass and Target Illinois Subclass

70. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

71. The ICFA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices” including “the use or employment of any deception, fraud . . . false promise,

misrepresentation . . . of any material fact, with intent that others rely upon the concealment, suppression or omission[.]” 815 ILCS § 505/2.

72. The ICFA also prohibits the “use or employment of any practice described in Section 2 of the ‘Uniform Deceptive Trade Practices Act.’” 815 ILCS § 505/2. Such practices include “represent[ing] that goods or services have . . . characteristics, ingredients . . . or quantities that they do not have” 815 ILCS § 510/2(a)(5), “represent[ing] that goods . . . are of a particular standard, quality, or grade . . . if they are of another” 815 ILCS § 510/2(a)(7), “advertis[ing] goods or services with intent not to sell them as advertised” 815 ILCS § 510/2(a)(7), and “engag[ing] in any other conduct which . . . creates a likelihood of confusion or misunderstanding.” 815 ILCS § 510/2(a)(12).

73. Target violated the ICFA by representing to consumers in Illinois, and elsewhere throughout the nation, that the Target Parmesan Cheese manufactured by ICCO and sold at its stores contained “100%” parmesan cheese when it in fact did not contain “100%” parmesan cheese but rather contained significant amounts of cellulose filler.

74. Target’s misrepresentation regarding the content of the Target Parmesan Cheese product that it sold was a material fact that Plaintiff and the other members of the Target Subclass and Target Illinois Subclass relied on when choosing to purchase the product. Plaintiff and members of the Target Subclass and Target Illinois Subclass were harmed because they would not have purchased the Target Parmesan Cheese or would not have paid the same price for it that they did, had the product’s contents been properly represented.

75. Target intended that consumers, including Plaintiff and the other members of the Target Class and Target Illinois Subclass, rely on the representations made on the product’s

label, and Plaintiff and the other members of the Target Subclass and Target Illinois Subclass did reasonably rely on such representations in choosing to purchase the product.

76. Target's practice of marketing and selling to consumers ICCO's "Parmesan 100% Grated Cheese" product as containing "100%" parmesan cheese was unfair and deceptive because it caused consumers to buy a product that they would not have otherwise purchased, or would have paid significantly less for had they been aware of the misrepresentations and the actual content of the product.

77. Target's actions in misrepresenting the contents of the Target Parmesan Cheese product were also unfair and deceptive trade practices under the ICFA because under the IFDCA it is illegal to sell, offer for sale, and to "hold" "misbranded" food products. 410 ILCS § 620/3.1. Target's Parmesan Cheese product was "misbranded" under the IFDCA because its "labeling" was "false and misleading in any particular." 410 ILCS § 620/11(a). Accordingly, Plaintiff and the other members of the Target Illinois Subclass are in possession of an "illegal" product under the IFDCA that has little to no value.

78. Target's actions in misrepresenting the contents of the Target Parmesan Cheese product it sold to consumers are oppressive, unethical, unscrupulous, and have caused substantial injury to consumers.

79. Plaintiff bring this claim on behalf of herself and the Target Subclass and Target Illinois Subclass pursuant to Section 10a of the ICFA, which permits Plaintiff to bring a private cause of action for the above violations and entitles Plaintiff and the other members of the Target Subclass and Target Illinois Subclass to actual damages, injunctive relief, as well as costs and attorneys' fees.

COUNT VII
Violation of the Illinois Food, Drug and Cosmetic Act
(410 ILCS § 620/1) by Defendant Target
on behalf of the Target Illinois Subclass

80. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

81. Under the IFDCA it is unlawful to manufacture sell, deliver, hold, or offer for sale any food product that is misbranded 410 ILCS § 620/3.1, as well as to disseminate any false advertisement. 410 ILCS § 620/3.5.

82. A food product is considered misbranded under the IFDCA if “its labeling is false or misleading in any particular.” 410 ILCS § 620/11(a).

83. Target’s Parmesan Cheese product is “misbranded” under the IFDCA because its label falsely states that it contains “100%” parmesan cheese when it does not in fact contain “100%” parmesan cheese, and is misleading as to the actual contents of the product.

84. Target’s Parmesan Cheese product was unlawfully sold to Plaintiff and the other members of the Target Illinois Subclass and had little if any economic value at the time it was sold because such misbranded food products are prohibited under the IFDCA.

85. Plaintiff and the other members of the Target Illinois Subclass would not have purchased Target’s Parmesan Cheese product had they been aware that the product was misbranded and prohibited as it was in violation of the IFDCA.

86. Plaintiff and the other members of the Target Illinois Subclass suffered actual harm as a result of Target’s violation of the IFDCA, and are entitled to monetary damages for the amounts spent on purchasing Target’s misbranded food product.

COUNT VIII
Unjust Enrichment by Defendant Target
on behalf of the Target Subclass and Target Illinois Subclass

87. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

88. Target misrepresented that the Target Parmesan Cheese manufactured by ICCO and sold at its stores contained “100%” parmesan cheese when it in fact did not contain “100%” parmesan cheese, but rather contained significant amounts of cellulose filler.

89. Target’s unlawful conduct as alleged in this Complaint allowed Target to knowingly obtain significant revenues from selling its Target Parmesan Cheese product at the expense of Plaintiff and the other members of the Target Subclass and Target Illinois Subclass who paid for a product that contained “100%” parmesan cheese but instead received a product that contained significant amounts of cellulose filler.

90. Given the substantial compensation that Plaintiff and the other members of the Target Subclass and Target Illinois Subclass paid to Target for a product that was not of the quality and value Target represented it to be, it would be unjust and inequitable for Target to retain the benefits conferred by Plaintiff and the other members of the Target Subclass and Target Illinois Subclass.

91. Accordingly, on behalf of herself and the Target Subclass and Target Illinois Subclass, Plaintiff seeks for Target to disgorge all amounts that it was unjustly enriched by its conduct described herein and to pay restitution to Plaintiff and the other members of the Target Subclass and Target Illinois Subclass for all amounts that Target was unjustly enriched based on its conduct described herein.

COUNT IX
Negligent Misrepresentation by Defendant Target
on behalf of the Target Subclass and Target Illinois Subclass

92. Plaintiff incorporates by reference all of the foregoing allegations as if fully set forth herein.

93. Target misrepresented that the Target Parmesan Cheese product manufactured by ICCO and sold at its stores actually contained “100%” parmesan cheese given that at least 8% of the product consisted of cellulose filler.

94. Target, knew, or should have known at the time it placed the Target Parmesan Cheese product for sale to consumers, that the representations regarding the product containing “100%” parmesan cheese were false.

95. To the extent Target did not have actual knowledge that the Target Parmesan Cheese product manufactured by ICCO and sold at its stores did not actually contain “100%” parmesan cheese, Target was negligent in not obtaining such knowledge prior to placing such representation, including its Target brand, on the label of the product and/or prior to placing the product for sale in its stores, and Target was negligent in misrepresenting and omitting material facts about the product’s quality and contents.

96. Target intended that Plaintiff and the other members of the Target Subclass and Target Illinois Subclass rely on such misrepresentations, and Plaintiff and the other members of the Target Subclass and Target Illinois Subclass did in fact rely on such misrepresentations when they purchased the Target Parmesan Cheese product. Plaintiff and the other members of the Target Subclass and Target Illinois Subclass would not have purchased the product, or would have paid significantly less for the product, had they known that it was not in fact “100%” parmesan cheese but instead contained a significant amount of cellulose filler.

97. Plaintiff and the other members of the Target Subclass and Target Illinois Subclass suffered actual damages as a direct and proximate result of Target's negligent misrepresentation in that they purchased a product of a lesser quality and value than what Target had represented to them and expended monies they otherwise would not have expended but for Target's misrepresentations.

98. Accordingly, on behalf of herself and the Target Subclass and Target Illinois Subclass, Plaintiff seeks compensation for actual damages, as well as equitable relief, including restitution and injunctive relief, costs and attorneys' fees.

WHEREFORE, Plaintiff, on behalf of herself and the Class and Subclasses, prays for the following relief:

1. An order certifying the Class and Subclasses, as defined above;
2. An order awarding Plaintiff and the members of the Class and Subclasses their actual damages, treble damages, statutory damages, punitive damages, and/or any other form of monetary relief provided or allowable by law;
3. An order awarding Plaintiff and the members of the Class and Subclasses restitution, disgorgement, or such other equitable relief as the Court deems proper;
4. An injunction against Target prohibiting any further sales of its Target Parmesan Cheese product manufactured by ICCO and identified as containing "100%" parmesan cheese that does not in fact contain "100%" parmesan cheese;

5. An injunction against ICCO prohibiting it from manufacturing parmesan cheese products that are labeled for sale as containing “100%” parmesan cheese that do not in fact contain “100%” parmesan cheese;
6. An order awarding Plaintiff and the members of the Class and Subclasses pre-judgment interest;
7. An award of reasonable attorneys’ fees and costs; and
8. Such further and other relief the Court deems reasonable and just.

JURY DEMAND

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: March 8, 2016

Respectfully submitted,

FIONA LYNCH, individually and on behalf
of a Class of similarly situated individuals

/s/ Eugene Y. Turin
One of her Attorneys

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