

ORIGINAL

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CV 11 - 3186
U.S. DISTRICT COURT E.D.N.Y.

★ JUL 01 2011 ★

BROOKLYN OFFICE

Attorneys for Plaintiff and the Proposed Class

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

WEINSTEIN, J.
GOLD, M.J.

<p>KELLY McFADDEN, on behalf of herself and all others similarly situated,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>CONAGRA FOODS, INC.,</p> <p style="text-align: right;">Defendant.</p>	<p>Case No. _____</p> <p>CLASS ACTION COMPLAINT AND</p> <p><u>DEMAND FOR JURY TRIAL</u></p>
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Plaintiff Kelly McFadden (“Plaintiff”), on behalf of herself and all others similarly situated, and by and through her undersigned counsel, alleges the following based upon her own personal knowledge and the investigation of her counsel. Plaintiff believes that substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

NATURE OF THE ACTION

1. This is a proposed class action against ConAgra Foods, Inc. (“ConAgra” or “Defendant”) for misleading consumers about the nutritional and health qualities of its cooking oil products sold under the Wesson brand name: Canola Oil, Vegetable Oil, Corn Oil, and Best Blend (“Wesson Oil” or “Products”).

2. During the period July 1, 2005 to the present (the “Class Period”), Defendant engaged in a wide-spread marketing campaign to mislead consumers about the nutritional and health qualities of its Products. Specifically, Defendant made the misleading statement that its Products were “100% Natural.” Defendant was thereby able to command a premium price by deceiving consumers about the attributes of its product and distinguishing itself from similar cooking oils. Defendant was motivated to mislead consumers for no other reason than to take away market share from competing products and increase its own profits.

3. Defendants conveyed this message through a significant marketing and advertising campaign on the Wesson Oils packaging, website, and advertisements. ConAgra labels its Wesson Oils as “100% Natural.” This representation is central to the marketing of the Products, and is displayed, along with the word “Pure,” prominently on the product labels, the Wesson website, and all Wesson Oils advertisements.

4. However, Wesson Oils are not made of “100% Natural” ingredients. The oils are derived from unnatural genetically modified plants (“GM” or genetically modified organisms (“GMO”)).

5. Monsanto Company, an agricultural company that pioneered GMO seeds, defines GMO on its website as organisms with their: “**genetic makeup altered to exhibit traits that are not naturally theirs.** In general, genes are taken (copied) from one organism that shows a desired trait and transferred into the genetic code of another organism.” See <http://www.monsanto.com/newsviews/Pages/glossary.aspx#g> (Last visited June 30, 2011) (Emphasis added). Therefore, “unnatural” is the defining characteristic of GMO foods.

6. Because of this, Defendant’s claim that the Wesson Oils are “100% Natural” is false, misleading, and designed to deceive consumers into purchasing its products by labeling it as natural when it is made with GM ingredients. The reasonable consumer assumes that seeds created by exchanging genetic material between different species to exhibit traits not naturally theirs are not “100% natural.” Plaintiff brings this action to stop Defendant’s misleading practice.

JURISDICTION AND VENUE

7. This court has jurisdiction over all causes of action asserted herein, pursuant to 28 U.S.C. §1332(d), because the aggregate claims of the class exceed the sum or value of \$5,000,000.00, and there is diversity of citizenship between proposed class members and the Defendant.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(1) and (2). Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false information regarding the quality of its Products, occurred within this district.

PARTIES

9. Plaintiff Kelly McFadden is a citizen of New York because Plaintiff is domiciled in Brooklyn, New York and has no intention of changing her domicile.

10. Defendant ConAgra is a Delaware corporation with its principal place of business in Omaha, Nebraska. It markets and distributes Wesson Oil.

SUBSTANTIVE ALLEGATIONS

11. GMO seeds are engineered to allow for greater yield and resistance to pesticides, but they have created controversy around the world due to concerns about food safety, the effect on natural ecosystems, gene flow into non-GM crops, and other issues. One consumer response has been to purchase natural and organic products rather than food products that are derived from GMOs.

12. A product that is derived from GMOs is unnatural by definition. Monsanto Company defines GMO on its website as organisms with their: “**genetic makeup altered to exhibit traits that are not naturally theirs**. In general, genes are taken (copied) from one organism that shows a desired trait and transferred into the genetic code of another organism.” See <http://www.monsanto.com/newsviews/Pages/glossary.aspx#g> (Last visited June 30, 2011) (Emphasis added).

13. Furthermore, the World Health Organization defines GMO as: “organisms in which the genetic material (DNA) has been **altered in a way that does not occur naturally**... It allows selected individual genes to be transferred from one organism into another, also between non-related species.” See <http://www.who.int/foodsafety/publications/biotech/20questions/en/> (Last visited June 30, 2011) (Emphasis added).

14. Based on the definitions above and the public understanding, an important characteristic of a product derived from GMOs is that it is unnatural.

15. Defendant has engaged in a widespread marketing and advertising campaign to portray their Products as “100% Natural.” When asked “Which is the best description to read on a food label?”, 25 percent of consumers surveyed said “**100 percent natural**” or “All natural.” See <http://www.chicagotribune.com/features/food/stew/chi-organic-natural-appeals-to-shoppers-20110629,0,3080023.story> (Last visited June 30, 2011) (Emphasis added). Defendant engaged in this misleading and deceptive campaign to charge a premium and take away market share from other similar products.

16. Defendant sells four types of oils under the Wesson Oil label that are widely used in cooking. All Wesson Oils are sold with a label on the front of the bottle that states prominently “100% Natural.” The “100% Natural” label is in a bright green color, and, combined with the word “Pure” and the image of the sun around the Wesson name, is designed to evoke wholesomeness and health.

17. Defendant also advertises Wesson Oils as “100% Natural” on its website and in print. For example, the Wesson website describes its four oils as follows: (1) “Pure Wesson 100% Natural Canola Oil”; (2) “Pure Wesson 100% Natural Oil”; (3) “Pure Wesson 100% Natural Corn Oil”; (4) “Pure Wesson 100% Natural Best Blend Oil.”

18. Based on plaintiffs' counsel research, however, the truth is that Wesson Oil is not “100% Natural” because it is made up of unnatural, genetically modified crops.

19. As stated herein, these statements and the wide-spread marketing campaign portraying the Products as “100% Natural” are misleading and deceptive because the Products are derived from unnatural GMOs.

CLASS ALLEGATIONS

20. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all persons in New York who purchased the Defendant's Products during the Class Period (the “Class”). Excluded from the Class are officers and directors of the Defendant, members of the immediate families of the officers and directors of the Defendant, and its legal representatives, heirs, successors or assigns and any entity in which they have or have had a controlling interest.

21. At this time, Plaintiff does not know the exact number of Class members; however, given the nature of the claims and the number of retail stores selling Defendant's Products in the state of New York, Plaintiff believes that Class members are so numerous that joinder of all members of the Class is impracticable.

22. There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class which predominate over questions which may affect individual Class members include:

- a. Whether Defendants labeled, marketed, advertised and/or sold the Products to Plaintiff and those similarly situated using false, misleading and/or deceptive statements or representations, including statements or representations concerning the ingredients and qualities of its Products;
- b. Whether Defendant omitted and/or misrepresented material facts in connection with the sales of its Products;
- c. Whether Defendant participated in and pursued the common course of conduct complained of herein; and
- d. Whether Defendant's labeling, marketing, advertising and/or selling of its Products as "100% Natural" constitutes an unfair or deceptive consumer sales practice.

23. Plaintiff's claims are typical of those of the Class because Plaintiff, like all members of the Class, purchased Defendant's Products at a premium in a typical consumer setting and sustained damages from Defendant's wrongful conduct.

24. Plaintiff will adequately protect the interests of the Class and has retained counsel that is experienced in litigating complex class actions. Plaintiff has no interests which conflict with those of the Class.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

26. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Civ. R. 23(b)(2) are met as Defendant has acted or refused to act on grounds generally applicable to the Class thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

27. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another might not. Additionally, individual actions may be dispositive of the interests of the Class, although certain Class members are not parties to such actions.

28. Defendant's conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of New York General Business Law § 349)

36. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.

37. Defendant engaged in false and misleading marketing concerning the qualities of its Products.

38. As fully alleged above, by advertising, marketing, distribution and/or selling the Products to Plaintiff and other members of the Class, Defendant engaged in and continues to engage in, deceptive acts and practices.

39. Plaintiff and other members of the Class further seek to enjoin such unlawful deceptive acts and practices as described above. Each of the Class members will be irreparably harmed unless the unlawful actions of the Defendant are enjoined in that Defendant will continue to falsely and misleadingly advertise the healthy nature of its Products. Towards that end, Plaintiff and the Class request an order granting them injunctive relief as follows: Order disclosures and/or disclaimers on the labeling or advertising of the Defendant's Products and/or remove the GMOs from the ingredients.

40. Absent injunctive relief, Defendant will continue to manufacture and sell its Products as a “100% Natural” food product to the detriment of consumers.

41. In this regard, Defendant has violated, and continues to violate, § 349 of the GBL, which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant’s violation of § 349 as described above, Plaintiff and other members of the Class have suffered damages, in an amount to be determined at trial.

SECOND CAUSE OF ACTION
(Breach of Express Warranty)

42. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.

43. Defendant provided Plaintiff and other members of the Class with written express warranties including, but not limited to, warranties that its Wesson Oils were “100% Natural” as set forth above.

44. Defendant breached these warranties which resulted in damages to Plaintiff and other members of the Class, who overpaid for Wesson Oils, which were not “100% Natural” in that they contained unnatural GMOs and did not otherwise conform to Defendant’s warranties.

45. As a proximate result of the breach of warranties by Defendant, Plaintiff and Class members have suffered damages in an amount to be determined at trial in that, among other things, they purchased and paid for products that did not conform to what was promised as promoted, marketed, advertised, packaged and labeled by Defendant, and they were deprived of the benefit of their bargain and spent money on products that did not have any value or had less value than warranted or products that they would not have purchased and used had they known the true facts about them.

46. Therefore, Plaintiff prays for relief as set forth below.

THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability)

47. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaints as if set forth herein.

48. Plaintiff and other Class members purchased Defendant's Wesson Oils, which were promoted, marketed, advertised, packaged and labeled as "100% Natural" as set forth above. Pursuant to these sales, Defendant impliedly warranted that its Wesson Oils would be merchantable and fit for the ordinary purposes for which such goods are used and conform to the promises or affirmations of fact made in the products' promotions, marketing, advertising, packaging and labels. In doing so, Plaintiff and other Class members relied on Defendant's representations that the Wesson Oils had particular characteristics as set forth above and at or about that time Defendant sold Wesson Oils to Plaintiff and other Class members. By its representations regarding the reputable nature of the company and related entities, and by their promotion, marketing, advertising, packaging and labeling of their Wesson Oils, Defendant warranted that their Wesson Oils were "100% Natural" and had particular characteristics as set forth above. Plaintiff and Class members bought Wesson Oils, relying on Defendant's representations that their products were "100% Natural" when, in fact, they were unnatural because they contained GMOs.

49. Defendant breached the warranty implied at the time of sale in that Plaintiff and Class members did not receive goods that were "100% Natural" represented and thus, the goods were not merchantable as fit for the ordinary purposes for which such goods are used or as promoted, marketed, advertised, packaged, labeled or sold.

50. As a proximate result of this breach of warranty by Defendant, Plaintiff and Class members have suffered damages in an amount to be determined at trial in that, among other things, they purchased and paid for products that did not conform to what was promised as promoted, marketed, advertised, packaged and labeled by Defendant, and they were deprived of the benefit of their bargain and spent money on products that did not have any value or had less

value than warranted or products that they would not have purchased and used had they known the true facts about them.

51. Therefore, Plaintiff prays for relief as set forth below.

FOURTH CAUSE OF ACTION
(Breach of Implied Warranty of Fitness for Particular Purpose)

52. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.

53. Plaintiff and other Class members purchased Defendant's Wesson Oils, which were promoted, marketed, advertised, packaged, and labeled as "100% Natural." Pursuant to these sales and by their promotion, marketing, advertising, packaging, and labeling, Defendant impliedly warranted that their Wesson Oils were "100% Natural" as set forth above. Plaintiff and Class members bought Wesson Oils from Defendant, relying on their skill in judgment in furnishing suitable goods as well as their representation that their Wesson Oils were "100% Natural" as set forth above. However, Defendant's Wesson oils were not "100% Natural" in that they contained GMOs.

54. Defendant breached the warranty implied at the time of sale in that Plaintiff and Class members did not receive Wesson Oil products that were "100% Natural" as represented, and thus the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled or sold.

55. As a result of this breach of warranty by Defendant, Plaintiff and Class members have suffered damages in an amount to be determined at trial in that, among other things, they purchased and paid for products that did not conform to what was promised as promoted, marketed, advertised, packaged and labeled by Defendant, and they were deprived of the benefit of their bargain and spent money on products that did not have any value or had less value than warranted or products they would not have purchased and used had they known the true facts about them.

56. Therefore, Plaintiff prays for relief as set forth below.

FIFTH CAUSE OF ACTION
(Deceit and/or Misrepresentation)

57. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.

58. Defendant, through their labeling, advertising and marketing of Wesson Oils, make uniform representations and offers regarding the quality of Wesson Oils as described above. Defendants engaged in, and continue to engage in, such fraudulent, misrepresentative, false and/or deceptive acts with full knowledge that such acts were, and are, in fact, misrepresentative, false or deceptive.

59. The aforementioned misrepresentations, deceptive, and/or false acts and omissions concern material facts that are essential to the analysis undertaken by Plaintiff, and those similarly situated, in deciding whether to purchase Defendants' Wesson Oils.

60. Plaintiffs, and those similarly situated, would have acted differently had they not been misled – i.e. they would not have paid money for the Products in the first place.

61. Defendant has a duty to correct the misinformation they disseminate through their advertising of Wesson Oils. By not informing Plaintiff, and those similarly situated, Defendant breached this duty. Defendant also gained financially from, and as a result of this breach.

62. By and through such deceit, misrepresentations and/or omissions, Defendant intended to induce Plaintiff, and those similarly situated, to alter their position to their detriment.

63. Plaintiffs and those similarly situated, justifiably and reasonably relied on Defendant's misrepresentations, and, as such, were damaged by Defendant.

64. As a direct and proximate result of Defendant's deceit and/or misrepresentations, Plaintiff, and those similarly situated, have suffered damages in an amount equal to the amount they paid for Defendant's Wesson Oils. The exact amount of this difference will be proven at trial.

65. Defendant acted with intent to defraud, or with reckless or negligent disregard of the rights of, Plaintiff, and those similarly situated.

66. Plaintiff, and those similarly situated, are entitled to punitive damages.

67. Therefore, Plaintiff prays for relief as set forth below.

SIXTH CAUSE OF ACTION
(Unjust Enrichment)

68. Plaintiff realleges and incorporates the above paragraphs of this Class Action Complaint as if set forth herein.

69. As a result of Defendant's deceptive, fraudulent and misleading labeling, advertising, marketing and sales of Wesson Oils, Defendant was enriched, at the expense of Plaintiff, and all others similarly situated, through the payment of the purchase price for Defendant's Wesson Oils.

70. Under the circumstances, it would be against equity and good conscience to permit Defendant to retain the ill-gotten benefits that it received from Plaintiff, and all others similarly situated, in light of the fact that the Wesson Oils purchased by Plaintiff, and all others similarly situated, was not what Defendant purported it to be. Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to Plaintiff, and all others similarly situated, for the monies paid to Defendant for such Wesson Oils.

71. Therefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

THEREFORE, Plaintiff prays for judgment as follows:

A. Certification of the Class, certifying Plaintiff as representative of the Class, and designating his counsel as counsel for the Class;

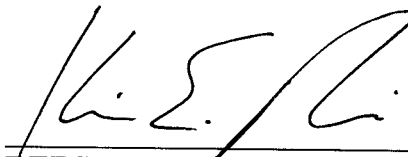
- B. A declaration that Defendant has committed the violations alleged herein;
- C. For declaratory and injunctive relief pursuant to, without limitation, the New York General Business Law § 349;
- D. An award of compensatory damages, the amount of which is to be determined at trial;
- E. For punitive damages;
- F. For interest at the legal rate on the foregoing sums;
- G. For costs of suit incurred; and
- H. For such further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: July 1, 2011

Respectfully submitted,



REESE RICHMAN LLP

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Telephone: (212) 643-0500

Facsimile: (212) 253-4272

Attorneys for Plaintiff

JS 44 (Rev. 12/07)

CV 11 - 3186

ORIGINAL

The JS 44 civil cover sheet and the information contained hereon are to be filed with the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

or other papers as required by the rules of the court. The use of the Clerk of Court for the purpose of initiating

I. (a) PLAINTIFFS
KELLY MCFADDEN

(b) County of Residence of First Listed Plaintiff Kings
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Kim E. Richman, Reese Richman LLP
875 Avenue of the Americas, 18th Floor (212) 687- 8291

DEFENDANTS
CONAGRA FOODS, INC.,

County of Residence of First Listed Defendant Douglas

FILED
 (IN U.S. PLAINTIFF CASES, USE THE DAY OF THE
 U.S. DISTRICT COURT) **JUL 01 2011** ★

NOTE: IN LAND CONDEMNATION CASES, USE THE DAY OF THE LAND INVOLVED.

Attorneys (If Known)
BROOKLYN OFFICE

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Plaintiff		Defendant	
<input type="checkbox"/> Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> Citizen of This State	<input type="checkbox"/> 1
<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2
<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3
<input type="checkbox"/> Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4
<input type="checkbox"/> Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5
<input type="checkbox"/> Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> Foreign Nation	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY - Med. Malpractice <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:
Misleading representations regarding the health benefits of Wesson Oil

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 7-1-11 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ARBITRATION CERTIFICATION

I, KIM E. RICHMAN, counsel for KELLY MCFADDEN do hereby certify pursuant to the Local Arbitration Rule 83.10 that to the best of my knowledge and belief the damages recoverable in the above captioned civil action exceed the sum of \$150,000 exclusive of interest and costs. _____ Relief other than monetary damages is sought.

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (SECTION VIII)

All cases that are arguably related pursuant to Division of Business Rule 50.3.1 should be listed in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? no

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? no

b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? YES

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? _____

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

Please provide your E-MAIL address and bar code below. Your bar code consists of the initials of your first and last name and the last four digits of your social security number or any other four digit number registered by the attorney with the Clerk of Court. (This information must be provided pursuant to local rule 11.1(b) of the civil rules).

Attorney Bar Code: KR9774

E-MAIL Address: Krichman@reaserichman.com

Electronic filing procedures were adopted by the Court in Administrative Order No. 97-12, "In re: Electronic Filing Procedures (ECF)." Electronic filing became mandatory in Administrative Order 2004-08, "In re: Electronic Case Filing." Electronic service of all papers is now routine.

I certify the accuracy of all information provided above.

Signature: [Handwritten Signature]