

IN THE SUPERIOR COURT OF WHITE COUNTY
STATE OF GEORGIA

**MIKE ALLEN and MONTE POMROY, *
individually and on behalf of all others *
similarly situated as defined herein, ***

Plaintiffs, *

v. *

CASE NO. SUCV2020000385

**DOLGENCORP., LLC. and DOLLAR *
GENERAL CORP., ***

Defendants. *

SECOND AMENDED CLASS ACTION COMPLAINT

Plaintiffs Mike Allen and Monte Pomroy (“Plaintiffs”), individually and on behalf of all others similarly situated as defined herein, file this Class Action Complaint against Defendants Dolgencorp., LLC and Dollar General Corp. (hereafter referred to collectively as “Dollar General” or “Defendants”), and allege on personal knowledge, investigation of their counsel, and on information and belief, as follows:

I. NATURE OF THE CASE

1. This action stems from Dollar General’s false labeling, false advertising, and deceptive practices surrounding its “Clover Valley”® brand ground coffee products. Defendants distribute, market, and sell their own brand of ground coffee products under the “Clover Valley” label, including the Clover Valley “Country Sunrise Blend Ground Coffee” and “Classic Roast Ground Coffee” purchased by Plaintiffs as shown herein.

2. This action challenges the manner by which Defendants market, label, and sell their Clover Valley coffee products in their retail stores. Defendants’ marketing representations and

product labeling of the Clover Valley coffee products in their retail stores are misleading, untrue, and deceive reasonable consumers, just as Plaintiffs were deceived.

3. Specifically, Defendants engage in a bait-and-switch false advertising scheme by mislabeling its Clover Valley coffee products as containing more servings of coffee than the products actually contain. Defendants' Clover Valley coffee canisters contain a prominent label on the front informing the consumer that the coffee canister contains enough ground coffee to make a certain specified number of six-fluid ounce cups of coffee. For example, the Clover Valley "Country Sunrise Blend Ground Coffee" and "Classic Roast Ground Coffee" canisters purchased by Plaintiffs contain a prominent label on the front informing the consumer that it "Makes up to 240 6 fl. oz. cups." This representation on the front of Defendants' Clover Valley coffee canisters is false and misleading.

4. Defendants' Clover Valley coffee product canisters contain express instructions on them for making a six-fluid ounce serving of coffee. For example, the directions on the Clover Valley "Country Sunrise Blend Ground Coffee" and "Classic Roast Ground Coffee" purchased by Plaintiffs state as follows: "Directions: Brewing Instructions: Use one rounded tablespoon of coffee for every 6 fluid ounces of filtered water." However, if the consumer were to follow Defendants' express "Brewing Instructions," it is impossible for the canister to "Make up to 240 6 fl. oz. cups" of coffee as prominently labeled by Defendants. Plaintiffs' own post-purchase testing, measurements, and due diligence demonstrate that Defendants' Clover Valley coffee product canisters cannot make the specified number of six-fluid ounce cups of coffee as prominently displayed on the front label.

5. These representations lead consumers, like Plaintiffs, to believe that the Clover Valley coffee product contains enough coffee grounds to make a specified number of six-fluid ounce cups of coffee, in accordance with the “Brewing Instructions” contained on Defendants’ coffee canister. These representations were intended to induce consumers, like Plaintiffs, to purchase Defendants’ Clover Valley ground coffee products. Plaintiffs, like other consumers, relied to their detriment on these misrepresentations in purchasing the Clover Valley coffee products described in this action. Defendants’ labels and representations were false, deceptive, and misleading.

6. Accordingly, Plaintiffs assert claims in this action for Breach of Express Warranty (Count I), Breach of Implied Warranty (Count II), Breach of Contract (Count III), Violations of the Deceptive Trade Practices Act of Georgia, O.C.G.A. § 10-1-372, Georgia’s Fair Business Practices Act, O.C.G.A. § 10-1-930, *et seq.*, and similar laws of the other 49 states of the United States (Count IV), Violation of the Florida’s Deceptive and Unfair Trade Practices Act, Trade Practices Act, and of All Other Similar State Consumer Fraud/Deceptive Trade Practices Statutes (Count V), False and/or Fraudulent Advertising (Count VI), Fraud and Suppression (Count VII), Negligence (Count VIII), and Equitable, Declaratory, and Injunctive Relief (Count IX).

II. JURISDICTION AND VENUE

7. Jurisdiction and venue are proper in this county in that Defendants do business in this county, the acts and omission giving rise to this action occurred in this county, Plaintiffs reside in this county, and Defendants are subject to personal jurisdiction in this county.

III. PARTIES

8. Plaintiff Mike Allen is an adult resident citizen of White County, Georgia. At all relevant times, Plaintiff purchased Defendants' Clover Valley coffee products challenged herein near his residence in White County.

9. Plaintiff Monte Pomroy is an adult resident citizen of Fleming Island, Clay County, Florida. At all relevant times, Plaintiff purchased Defendants' Clover Valley coffee products challenged herein near her residence in Clay County.

10. Defendants Dolgencorp., LLC and Dollar General Corporation are related entities under the Dollar General corporate umbrella and all maintain their principal place of business in Tennessee.

IV. FACTUAL ALLEGATIONS

11. Dollar General develops, designs, formulates, manufactures, packages, labels, advertises, markets, distributes, and sells its own brand of ground coffee products through the "Clover Valley"[®] name and label. Dollar General sells its Clover Valley ground coffee products in its stores throughout Georgia and across the nation.

12. Dollar General's Clover Valley ground coffee products at issue are packaged, labeled, and sold in canisters of varying sizes, including 11.5 oz. and 29.5 oz. canisters, and include flavors such as "Clover Valley Classic Roast Ground Coffee" and "Clover Valley Country Sunrise Ground Coffee," with each 29.5 oz canister purporting to contain 836 grams of ground coffee and each 11.5 oz. canister purporting to contain 326 grams of ground coffee.

13. Dollar General's Clover Valley coffee product canisters contain a prominent label on the front stating that the canister makes a specified number of six-fluid ounce cups of coffee.

For example, a prominent label on the front of the canister purchased by Plaintiffs informs the consumer that it “Makes up to 240 6 fl. oz. cups.” Images from the canisters purchased by Plaintiffs are depicted below:



14. Defendants place a materially identical representation in a prominent label on the front of each of their Clover Valley coffee canister products, simply adjusting the number of cups based on the size of the canister.

15. Dollar General’s Clover Valley coffee product canisters contain express instructions for making a six-fluid ounce serving of coffee. For example, the directions on the Clover Valley “Country Sunrise Blend Ground Coffee” and “Classic Roast Ground Coffee” purchased by Plaintiffs state as follows: “Directions: Brewing Instructions: use one rounded tablespoon of coffee for every 6 fluid ounces of filtered water.” Images of the “Brewing Instructions” found on the canisters purchased by Plaintiffs are depicted below:



16. The representation on the front of Defendants' Clover Valley coffee products that the canister contains enough coffee grounds to make a specified number of six-fluid ounce cups of coffee is false and untrue. If the consumer were to follow Defendants' express "Brewing

Instructions,” it is impossible for the canister to contain enough coffee grounds to “Make up to 240 6 fl. oz. cups” as prominently labeled by Defendants. Plaintiffs’ post-purchase testing, measurements, and due diligence demonstrate that Defendants’ Clover Valley coffee product canisters cannot make the specified number of six-fluid ounce cups of coffee as prominently displayed on the front label.

17. Based on Plaintiffs’ own post-purchase testing and due diligence, the canister simply does not contain enough coffee grounds to “Make up to 240 6 fl. oz. cups” of coffee as labeled and advertised.

18. The product labeling and representations by Defendants lead consumers, like Plaintiffs, to believe that the coffee product canister contains enough coffee grounds to make up to 240 six-fluid ounce cups of coffee in accordance with Defendants’ brewing instructions. Plaintiffs, like other consumers, relied to their detriment on these representations when purchasing Defendants’ Clover Valley coffee products.

19. Dollar General’s marketing representations and labeling of its Clover Valley coffee products in its stores are misleading, untrue, and deceive reasonable consumers, as was the case with Plaintiffs. Dollar General distributes, markets, labels, and sells the Clover Valley coffee products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false.

20. Defendants have been engaging in the deceptive and fraudulent practice of manufacturing, labeling, distributing, marketing, and selling the Clover Valley coffee products as if the canisters contained enough coffee grounds to make a specified number of six-fluid ounce

cups of coffee, such that consumers mistakenly believe that the quantity of coffee grounds contained in canister purchased by the consumer will make a specified number of coffee servings.

21. Defendants' labeling, advertising, and marketing of its Clover Valley coffee products are false and misleading because a reasonable consumer, like Plaintiffs, would expect that the canister contains enough coffee grounds to make the specified number of servings prominently displayed on its front label, in accordance with the express "Brewing Instructions" provided by Defendants. As previously alleged, Plaintiffs' due diligence, testing, and investigation demonstrates that it is impossible for the product to make the represented amount of cup servings and, in fact, the number of six-fluid ounce cups of coffee that can be made with the coffee grounds contained in the canister is below the number specified by Defendants.

22. Dollar General made these intentional misrepresentations on the in-store labeling and marketing of the Clover Valley coffee products that were designed to, and, in fact, did mislead Plaintiffs and class members into paying a price premium for Defendants' Clover Valley coffee products.

23. Dollar General made these material misrepresentations, omissions, and non-disclosures for the purpose of inducing Plaintiffs and other reasonable consumers to pay a price premium for Defendants' Clover Valley coffee products based on the belief that the products were of sufficient quantity to make a specified number of six-fluid ounce cups of coffee.

24. Despite knowing that their canisters did not contain enough coffee grounds to make the specified number of six-fluid ounce cups, Defendants have engaged in a widespread marketing and advertising campaign to portray its coffee products as containing sufficient quantities to make a specified number of coffee servings which is false and untrue.

25. Because it is not feasible for a reasonable consumer to physically examine, measure, or test the contents of a coffee product prior to sale, consumers must and do rely upon representations, labels, and instructions to determine the quantity and serving ability of the coffee products to purchase among comparable alternatives.

26. Products that are entirely enclosed in packaging, such as Defendants' Clover Valley coffee products, require the consumer to rely entirely on representations and labels concerning the product. Here, Plaintiffs and the other class members reasonably relied to their detriment on Defendants' deceptive representations and omissions. Defendants made the deceptive representations and omissions on the coffee products as described herein with the intent to induce Plaintiffs and the other class members' payment for the coffee products.

27. Defendants' false, misleading, and deceptive representations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled the other class members.

28. Had Defendants not made the false, misleading, and deceptive misrepresentations and omissions described herein, Plaintiffs and the other class members would not have been economically injured.

29. Plaintiffs are regular coffee consumers that purchased Defendants' Clover Valley "Country Sunrise Blend Ground Coffee" and "Classic Roast Ground Coffee" as depicted herein near their residences. Plaintiffs had previously purchased Clover Valley coffee products from Dollar General.

30. Prior to Plaintiffs' purchase of Defendants' Clover Valley "Country Sunrise Blend Ground Coffee" and "Classic Roast Ground Coffee" as depicted herein, Plaintiffs were exposed

to Defendants' labels and representations prominently shown on the canisters that the product contained enough coffee grounds to "Make up to 240 6 fl. oz. cups" of coffee. Plaintiffs were directly exposed to Defendants' labels and representations in purchasing the coffee product. Based on Defendants' express labels, directions, and brewing instructions, Plaintiffs believed that the canister they were purchasing contained enough coffee grounds to "Make up to 240 6 fl. oz. cups" of coffee, and Plaintiffs relied on these representations in purchasing the product and paying a price premium for it.

31. As shown herein, Defendants' labels and express representations were false and misleading. Plaintiffs purchased the coffee products at issue in reliance on Defendants' labels and representations, and were deceived by, and harmed by, Defendants' false advertising. Had Plaintiffs known that Defendants' labels and advertising were false, they would not have paid a price premium for Defendants' Clover Valley coffee products.

32. The quantity and availability of serving amounts is an important factor for consumers of coffee products. As previously alleged, consumers of enclosed products of this nature must fully rely upon the representations and labeling on the product addressing its quantity and available servings.

33. Plaintiffs purchased the Clover Valley coffee product because they believed that it contained enough coffee grounds to make a specified number of six-fluid ounce cups of coffee based on the labeling and instructions contained on the product's canister. If Plaintiffs had known that the product would not make the specified number of cups, they would not have paid a price premium for the product.

34. Plaintiffs purchased Defendants' Clover Valley "Country Sunrise Blend Ground Coffee" and "Classic Roast Ground Coffee" as shown herein in reliance on Defendants' representations about the number of servings per the product's packaging. Plaintiffs did not know, and had no reason to know, that the product's labeling overstates the number of servings of coffee it is able to make. Indeed, Plaintiffs were unable to measure or calculate how many servings the coffee product could make at the time of purchase. Unbeknownst to Plaintiffs at the time of their purchase, the canister did not contain enough coffee grounds to produce the number of servings promised on the product's front label.

35. Plaintiffs would not have paid as much as they did for the coffee product, had Plaintiffs known that Defendants misrepresented the amount of servings the product could produce.

36. In this action, Plaintiffs make no challenges or complaints surrounding the quality of Defendants' Clover Valley coffee products; rather, Plaintiffs' action challenges the false labels surrounding the quantity and serving amounts of Defendants' Clover Valley coffee products. The compensatory damages sought by Plaintiffs and class members in this action consist not of the full purchase price of the coffee products falsely advertised, but rather consist of the amount overpaid for the product that did not contain the quantities represented.

V. CLASS ACTION ALLEGATIONS

37. Pursuant to O.C.G.A. §9-11-23(b)(3), Plaintiffs respectfully seek certification of the following class:

All persons who purchased any of those ground coffee Products listed on Exhibit 1 hereto in the United States from January 1, 2015 to the present.

Excluded from the proposed class are Defendants, any of Defendants' affiliated corporations or agents, any entity in which Defendants have a controlling interest, and any agents, employees, officers, and/or directors of Defendants or any other such entities and its representatives, heirs, successors, and/or assigns. Also excluded from the proposed class are persons who purchased or acquired any products for resale, the lawyers in this action, federal, state and local governments, and the judicial staff and courtroom staff overseeing this action.

38. **Numerosity.** The class is so numerous that it would be impracticable to join all effected class members in a single action. The precise number of members of the Class is unknown to Plaintiffs, but it is clear that the number greatly exceeds the number that would make joinder practicable. Upon information and belief, Plaintiffs estimate the number of members in the Class to be in the tens-of-thousands, up to the hundreds-of thousands, particularly given Defendants' comprehensive distribution and sales network throughout Georgia and the United States.

39. **Existence and Predominance of Common Questions of Law and Fact.** There are common questions of law and fact common and of general interest to the class. These common questions of law and fact predominate over any questions affecting only individual members of the class. Said common questions include, but are not limited to, the following:

a. Whether Defendants made material misrepresentations and/or omissions surrounding the amount of six-fluid ounce cups of coffee its canisters could produce;

b. Whether Defendants' packaging and labeling for their Clover Valley coffee products are deceptive and misleading;

c. Whether Defendants' misrepresentations and omissions as outlined herein were material to reasonable consumers;

d. Whether Defendants' labeling, marketing, and sale of the Clover Valley coffee products as described herein constitutes false advertising;

e. Whether Plaintiffs are entitled to maintain their action on behalf of the class as defined herein;

f. Whether Plaintiffs and class members are entitled to compensatory damages and equitable relief as requested herein.

Defendants engaged in a common course of conduct in contravention of the laws Plaintiffs seek to enforce individually, and on behalf of the other members of the Class. Materially identical business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action. Moreover, the common questions will yield common answers.

40. **Typicality.** The claims of the named Plaintiffs are typical of the claims of the class. The claims arise out of the same standard form improper conduct perpetrated on members of the class.

41. **Adequate Representation.** Plaintiffs will fairly and adequately protect the interests of the members of the class and have no interest antagonistic to those of other class members. Plaintiffs have retained class counsel competent to prosecute class actions, and are financially able to represent the class.

42. **Superiority.** The class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable. The interests of judicial economy strongly favor adjudicating the claims as a class action rather than on an individual basis because the amount of any individual's damages are too small to make it practicable to bring individual lawsuits. Given the similar nature of the members

of the Class' claims and the absence of material or dispositive differences in laws upon which the claims are based, the Class will be easily managed by the Court and the parties.

43. Class action treatment is proper and this action should be maintained as a class action pursuant to O.C.G.A. §9-11-23 because questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

COUNT I
Breach of Express Warranty

44. Plaintiffs adopt and incorporate all previous allegations in full.

45. Defendants manufactured, marketed, distributed, labeled, and sold the Clover Valley coffee products at issue as part of their regular course of business. Plaintiffs and class members purchased the coffee products directly through Dollar General's retail stores.

46. As described herein, Defendants made express representations and warranties to consumers, which became the basis of the bargain between Plaintiffs, class members, and Defendants, thereby creating express warranties that the coffee products contained enough coffee grounds to conform with Defendants' affirmations of fact, representations, and descriptions; specifically, that the product contained enough coffee grounds to make the specified number of six-fluid ounce cups of coffee in accordance with the canister's labels and brewing instructions.

47. As a direct and proximate result of Defendants' breach of express warranty, Plaintiffs and class members are entitled to any and all compensatory damages available to them for not receiving the benefit of their bargain.

COUNT II
Breach of Implied Warranty

48. Plaintiffs adopt and incorporate all previous allegations in full.

49. Section 2-314 of the Uniform Commercial Code provides that, unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. To be “merchantable,” goods must, among other things, “pass without objection in the trade under the contract description,” “run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved,” be “adequately contained, packaged, and labeled as the agreement may require,” and “conform to the promise or affirmations of fact made on the container or label.”

50. Defendants marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including to Plaintiffs and class members who purchased the coffee products.

51. Defendants implicitly warranted the coffee products to be of merchantable quantities as represented by Defendants.

52. Plaintiffs and class members reasonably relied on the express affirmations of fact by Defendants, particularly since consumers have no way of testing or measuring the quantities in Defendants’ coffee canisters prior to purchase.

53. Defendants’ Clover Valley coffee products did not conform with the quantities and representations made on the containers or labels for the products. Rather, the canisters do not

contain enough coffee grounds to make the specified number of six-fluid ounce cups of coffee as labeled and represented by Defendants.

54. Defendants breached their implied warranties because the coffee products do not have the quantities and characteristics as promised, and because the products do not conform to the promises made on their labels.

55. As a direct and proximate result of one or more of these wrongful acts or omissions by Defendants, Plaintiffs and class members have suffered damages and would not have purchased the products if they had known the true facts.

56. As a direct and proximate result of Defendants' breach of implied warranties, Plaintiffs and class members are entitled to any and all compensatory damages available to them.

COUNT III
Breach of Contract

57. Plaintiffs adopt and incorporate all previous allegations in full.

58. By failing to fully and adequately perform its contractual obligations owed to Plaintiffs, including, without limitation, the failure to properly label its coffee canisters with the correct amount of servings provided by each canister as described herein, Defendants materially breached their contract with Plaintiffs.

59. As a result, Plaintiffs suffered damages as described herein.

COUNT IV
Violation of the Georgia's Deceptive Trade Practices Act, Georgia's Fair Business Practices Act, and of All Other Similar State Consumer Fraud/Deceptive Trade Practices Statutes

60. Plaintiffs adopt and incorporate all previous allegations in full.

61. Defendants have violated O.C.G.A. § 10-1-372 in the following respects:

(a) A person engages in a deceptive trade practice when, in the course of his business, vocation, or occupation, he:

* * *

(5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;

* * *

(9) Advertises goods or services with intent not to sell them as advertised;

* * *

(12) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

62. As set forth above, Defendants marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including to Plaintiffs and class members who purchased the coffee products.

63. Defendants' labels and express representations were false and misleading. Plaintiffs purchased the coffee product at issue in reliance on Defendants' labels and representations, and was deceived by, and harmed by, Defendants' false advertising. Had Plaintiffs known that Defendants' labels and advertising were false, he would not have paid a price premium for Defendants' Clover Valley coffee products.

64. Defendants' actions constitute deceptive trade practices under Georgia law and as unlawful practices under Georgia's Fair Business Practices Act, O.C.G.A § 10-1-390, *et seq.* Likewise, Defendants' practices as described herein are violative of similar Deceptive Trade Practices statutes and Consumer Fraud/Protection statutes in the other 49 states.

65. As a result of Defendants' unlawful actions, Plaintiffs and the other class members have been injured as described herein and are entitled to any and all available damages and equitable relief.

COUNT V

Violation of the Florida's Deceptive and Unfair Trade Practices Act, Trade Practices Act, and of All Other Similar State Consumer Fraud/Deceptive Trade Practices Statutes

66. Plaintiffs adopt and incorporate all previous allegations in full.

67. Florida's Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, et seq. ("FDUTPA"), prohibits "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

68. The stated purpose of FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.202.

69. Plaintiffs and each member of the putative class, as "consumers" under FDUTPA (Fla. Stat. § 501.203(7)), have been harmed by Dollar General's unconscionable, deceptive, and 14 unfair acts and practices in the labeling, advertising, and marketing of its Clover Valley coffee products. Dollar General distributes, markets, labels, and sells the Clover Valley coffee products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false.

70. Dollar General's marketing representations and labeling of its Clover Valley coffee products in its stores are misleading, untrue, and deceive reasonable consumers, as was the case with Plaintiff. Dollar General distributes, markets, labels, and sells the Clover Valley coffee

products in a manner which deceives reasonable consumers into believing that the canisters contain enough coffee grounds to make a specified number of six-fluid ounce cups of coffee when, in truth, such labels and representations are false in violation of the FDUTPA.

71. As a result of the deceptive and unfair practices described above, Plaintiffs and each putative member of the class paid more for Defendants' Clover Valley coffee product than they otherwise would, to their detriment.

72. Plaintiffs, on behalf of themselves and each member of the putative class, demand trial by jury and all remedies and damages available to them, including restitution of any overage they paid in purchasing Defendants' Clover Valley coffee products containing the deceptive labeling, a declaration that Defendants' practices described above are deceptive or unfair trade practices under the Florida Deceptive and Unfair Trade Practices Act, interest, and the attorneys' fees and costs incurred in bringing this action, pursuant to Fla. Stat. § 501.201.

COUNT VI
False or Fraudulent Advertising
Under O.C.G.A. §10-1-421 and under Similar Laws of All Other States

73. Plaintiffs adopt and incorporate all previous allegations in full.

74. Defendants marketed, labeled, promoted, distributed, and sold the Clover Valley coffee products as having certain quantities as described herein, including to Plaintiffs and class members who purchased the coffee products.

75. Plaintiffs and class members reasonably relied on the express affirmations of fact by Defendants, particularly since consumers have no way of testing or measuring the quantities in Defendants' coffee canisters prior to purchase.

76. Defendants' Clover Valley coffee products did not conform with the quantities and representations made on the containers or labels for the products. Rather, the canisters do not contain enough coffee grounds to make the specified number of six-fluid ounce cups of coffee as labeled and represented by Defendants.

77. Defendants' labels and express representations were false and misleading. Plaintiffs purchased the coffee product at issue in reliance on Defendants' labels and representations, and was deceived by, and harmed by, Defendants' false advertising. Had Plaintiffs known that Defendants' labels and advertising were false, he would not have paid a price premium for Defendants' Clover Valley coffee products.

78. As a direct and proximate result of Defendants' false and/or fraudulent advertising, Plaintiffs have been damaged as described herein.

COUNT VII
Fraud and Suppression

79. Plaintiffs adopt and incorporate all previous allegations in full.

80. As explained in detail herein, Defendants made material misrepresentations and suppressed material facts regarding the marketing, labeling, and promotion, the Clover Valley coffee products as having certain quantities as described herein, including to Plaintiffs and class members who purchased the coffee products., and failed to disclose several important facts, all of which Plaintiffs relied upon to their detriment.

81. As a result of Defendants' fraudulent misrepresentations and concealment/suppression of material facts, Plaintiffs have been injured as described herein, and is entitled to damages.

COUNT VIII
Negligence

82. Plaintiffs adopt and incorporate all previous allegations in full.

83. Defendants owed a duty to Plaintiffs to be truthful and honest in its marketing and labeling of its coffee canisters.

84. As more fully described herein, Defendants breached that duty.

85. As a direct and proximate and foreseeable result of Defendants' actions, Plaintiffs were injured and has suffered damages, as set forth herein.

COUNT IX
Equitable, Declaratory, and Injunctive Relief

86. Plaintiffs adopt and incorporate all previous allegations in full.

87. Plaintiffs and Class Members have been injured and harmed by Defendants' false, representations and false advertising as described herein.

88. Plaintiffs herein sues on behalf of themselves and other persons similarly situated in order to prohibit Defendants from making such false representations going forward and for collecting revenue from products that are falsely advertised.

89. Plaintiffs and the Class seek injunctive relief enjoining Defendants from making such false representations going forward and to require Defendants to disgorge all ill-gotten gains realized as a result of the business practices described herein.

90. Plaintiffs and Class Members are entitled to declaratory and injunctive relief as set forth above.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the Class defined herein, requests judgment and relief on all Causes of Action as follows:

- A. An Order certifying the proposed Class and appointing Plaintiffs and their Counsel to represent the Class;
- B. Declaratory, Equitable, and Injunctive relief;
- C. Pre-judgment interest from the date of filing this suit;
- D. Restitution;
- E. Any and all compensatory and statutory damages available;
- F. Reasonable attorneys' fees;
- G. Costs of this suit; and
- H. Such other and further relief as the Court may deem appropriate.

JURY DEMAND

PLAINTIFFS DEMANDS TRIAL BY STRUCK JURY ON ALL ISSUES IN THIS CASE.

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Exhibit 1

Clover Valley Donut Shop Blend Ground Coffee (all sizes)

Clover Valley Country Sunrise Dark Roast Ground Coffee (all sizes)

Clover Valley Country Sunrise Blend Ground Coffee (all sizes)

Clover Valley Classic Roast Ground Coffee (all sizes)

Clover Valley Decaffeinated Ground Coffee (all sizes)