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*Counsel for Plaintiff Alexandra Axon*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

ALEXANDRA AXON, on behalf of herself and  
all others similarly situated,

Plaintiff,

v.

CITRUS WORLD, INC. and FLORIDA'S  
NATURAL GROWERS, INC.,

Defendant.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Alexandra Axon ("Plaintiff" or "Plaintiff Axon"), on behalf of herself and all other similarly situated persons, files this Class Action Complaint ("Complaint") against Florida's Natural Growers, Inc. and its parent company, Citrus World, Inc. (collectively, "Florida's Natural"), regarding the deceptive labeling, marketing, and sale of Florida's Natural-brand Orange

Juice products (the “Products” as further defined below) as “Natural” despite the fact the products contain a synthetically created biocide. Plaintiff Axon alleges the following based upon information, belief, and the investigation of her counsel.

**NATURE OF THE ACTION**

1. Florida’s Natural sells several varieties of orange juice that claim to be “Natural” (the “Products”):
  - a. Florida’s Natural Orange Juice with No Pulp;
  - b. Florida’s Natural Orange Juice with Some Pulp;
  - c. Florida’s Natural Orange Juice with Most Pulp;
  - d. Florida’s Natural Orange Juice with Calcium and Vitamin D and No Pulp; and
  - e. Florida’s Natural Orange Juice with Calcium and Vitamin D and Some Pulp.
2. In reality, the Products are not “Natural” because the Products are highly processed and contain glyphosate, a synthetic biocide frequently used to kill weeds.
3. Glyphosate is not a naturally occurring substance and therefore, cannot be “Natural.”
4. During the relevant period, Florida’s Natural engaged in a uniform marketing and advertising program throughout New York and the rest of the United States representing that Florida’s Natural orange juice is “Natural” when it is not. This representation is prominently displayed on the Products’ labels.
5. As a direct result of Florida’s Natural’s deceptive statements concerning the nature of its orange juice, Plaintiff and the Class Members paid a premium for Florida’s Natural’s Products.

**JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction over Plaintiff Axon's claims pursuant to 28 U.S.C. § 1332(d) because (a) there are 100 or more Class Members, (b) at least one Class Member is a citizen of a state that is diverse from Florida's Natural's citizenship, and (c) the matter in controversy exceeds \$5 million, exclusive of interest and costs.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

**PARTIES**

8. Plaintiff Alexandra Axon resides in Brooklyn, New York and is a citizen of the State of New York.

9. Defendant Citrus World, Inc. is a corporation incorporated under the laws of the State of Florida, with a principal place of business in Lake Wales, Florida.

10. Florida's Natural Growers, Inc. is a wholly-owned subsidiary of defendant Citrus World, Inc.

11. Defendant Florida's Natural Growers, Inc. is a corporation incorporated under the laws of the State of Florida, with a principal place of business in Lake Wales, Florida.

**FACTUAL ALLEGATIONS**

**Florida's Natural's Statements Regarding  
Florida's Natural Orange Juice Are False and Misleading**

12. Plaintiff Axon regularly purchased Florida's Natural Orange Juice at a Key Food Store located at 130 Seventh Avenue, Brooklyn, New York 11215 during the relevant class period for personal use. In making these purchases, Plaintiff Axon relied upon Florida's Natural's false and misleading statements that the product was "Natural."

13. Plaintiff Axon would not have purchased, or would not have paid a premium for, the Products had Florida's Natural not misrepresented the process by which their orange juice is made.

14. If Florida's Naturals misleading conduct were remedied, *i.e.*, if the Products were altered to conform to the representations on the labels, Plaintiff Axon would consider purchasing the Products again.

15. Florida's Natural is a leading producer of premium orange juice, marketing the Products under the Florida's Natural brand. Throughout the Class Period, the products have had labels that prominently state that the juice is "Natural." Examples of the Products' packaging during the relevant period are reproduced below.



16. In addition to the textual representations, the packaging features images of green leaves and orange blossoms as well as fresh-sliced oranges with juice visibly dripping from the fruit.

17. Reasonable consumers understand from the Products' labels that the juice is in fact natural and similar in result if consumers had squeezed the oranges themselves.

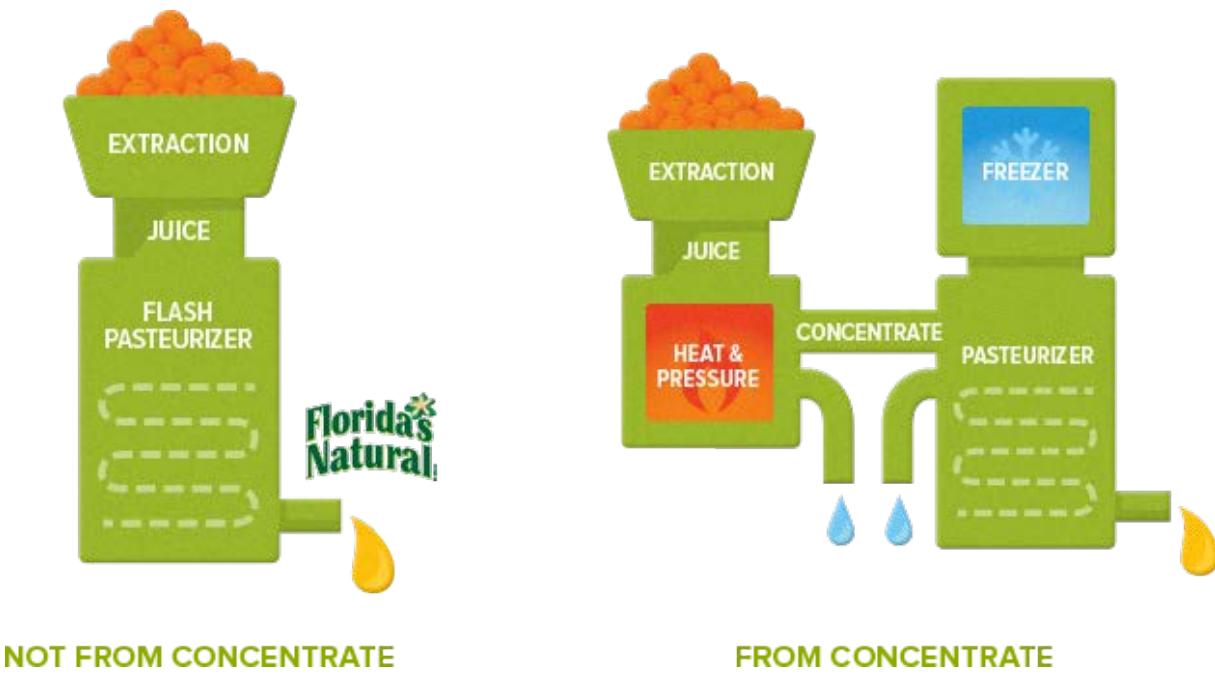
18. Florida's Natural's website describes a very simple process: "We just squeeze, flash-pasteurize and pour into freshness-saving cartons. Then we send our juice out into the world for you and your family to enjoy-no water, sugar or preservatives added. That's why our 100% pure, not-from-concentrate juices always have that straight-from-grove taste."<sup>1</sup>

19. All of these statements support the representations made on the products themselves: that the Products are "Natural."

20. Representative pictures that illustrate the purported difference between the Products, and competitors' products from Florida's Natural's website are included below for reference:

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<sup>1</sup> *Florida's Natural: Not From Concentrate*, <https://floridasnatural.com/our-juices/not-from-concentrate.php> (last visited July 20, 2018).



**NOT FROM CONCENTRATE**

**FROM CONCENTRATE**

21. Florida's Natural's use of "Natural" and related imagery reinforces the impression that the Products are natural.
22. Claims that a product is "Natural" are material to a reasonable consumer.
23. Florida's Natural knows consumers seek out and are willing to pay more for natural products.
24. Florida's Natural's representations that the Products are "Natural" enables them to sell more of the Products and increase profits, which takes away market share from competing products.

**Florida's Natural Produces the Products with Glyphosate, a Synthetic Biocide.**

25. The Products are not natural. To the contrary, the Products contain glyphosate, a synthetic biocide.
26. Tests conducted by an independent laboratory using liquid chromatography mass spectrometry revealed the presence of glyphosate and aminomethylphosphonic acid ("AMPA"),

the main byproduct of glyphosate, resulting in effective glyphosate levels of 5.11 nanograms per milliliter. The effective glyphosate level is calculated according to the Food and Agriculture Method where total glyphosate residue is the sum of the weight of glyphosate plus 1.5 multiplied by the weight of its metabolite AMPA.

27. Glyphosate was invented by the agrochemical and agricultural biotechnology corporation Monsanto, which began marketing the herbicide in 1974 under the trade name Roundup, after DDT was banned.

28. Glyphosate is derived from the amino acid glycine.

29. To create glyphosate, one of the hydrogen atoms in glycine is artificially replaced with a phosphonomethyl group.

30. Glyphosate is not “Natural.”

31. On information and belief, glyphosate is not necessary for successful planting, growing, or harvesting of oranges; and is not a “Natural” method of growing or harvesting oranges.

32. Over the past several years, consumers have become increasingly conscious of the detrimental effects that glyphosate may have on human health and the environment.

33. Reasonable consumers do not expect glyphosate to be found in truly natural orange juice.

34. Florida’s Natural makes claims regarding the “naturalness” of the Products to induce consumers to purchase their Products, to purchase more of their Products, and to prefer their Products over competing products.

35. Upon information and belief, Florida’s Natural also utilizes a combination of deaeration, long-term storage, and flavor enhancement and blending to produce juice that is consistent from batch to batch.

36. No reasonable consumer would view orange juice processed in this way as “Natural.”

**Florida’s Natural Knows Its Representations are False.**

37. Nowhere on the Products’ labels, on Florida’s Natural’s website, or in the Products’ advertisements does Florida’s Natural disclose to consumers the presence of glyphosate.

38. Instead, Florida’s Natural represents in its labeling, marketing, and advertising that the Products are “Natural.”

39. Florida’s Natural knows these representations are false, and its labeling and marketing representations are deceptive and misleading to reasonable consumers.

40. Accordingly, Florida’s Natural has engaged in a widespread marketing campaign to mislead consumers about the nature and quality of the Products during the applicable statute of limitations period (the “Class Period”) in violation of New York consumer protection statutes and nationwide common law.

**CLASS ALLEGATIONS**

41. Pursuant to Federal Rules of Civil Procedure 23(b)(2) and (b)(3), Plaintiff Axon brings this proposed class action on behalf of classes of individuals in the United States, as well as a sub-class of individuals in New York, defined as follows:

**Nationwide Class:**

All individuals who purchased the Products in the United States during the Class Period (the “Class”).

**New York Sub-Class:**

All individuals who purchased the Products in the State of New York during the Class Period (the “Sub-Class”).

42. Excluded from the above classes are all officers and employees of Florida's Natural and related entities, as well as the Judge to whom this case is assigned and any member of the Judge's immediate family.

43. Upon information and belief, the scope of these class definitions, including its temporal scope and any exclusions, may be further refined after discovery of Florida's Natural's records and/or third-party records.

44. The members of the Class and Sub-Class are so numerous that their joinder is impracticable.

45. The rights of Plaintiff Axon, and each Class Member, were violated in precisely the same manner by Florida's Natural's misleading and deceptive labeling, marketing, and advertising.

46. There are questions of law and fact common to the Classes as a whole. The common questions of law and fact predominate over any questions affecting only individual members of the Class and Sub-Class, and include, without limitation:

- a. whether Florida's Natural's labeling or advertising of the Products is false or misleading;
- b. whether a reasonable consumer would understand and believe from Florida's Natural's deceptive representations that the Products are natural when they are not;
- c. whether Florida's Natural's Products command a price premium due to its deceptions;
- d. whether by misconduct set forth in this Complaint, Florida's Natural has engaged in unfair and deceptive business practices with respect to the advertising, marketing, and sales of the Products;

e. whether Florida's Natural was unjustly enriched by the conduct alleged herein; and  
f. whether, as a result of Florida's Natural's misconduct as alleged herein, Plaintiff and the other Class Members are entitled to restitution or injunctive relief.

47. Plaintiff Axon's claims are typical of the claims of the Class Members because Plaintiff Axon, like all Class Members, is a victim of Florida's Natural's wrongful actions, inaction, and omissions that caused the misleading and deceptive representations alleged herein and caused Plaintiff Axon and the other Class Members to suffer economic damages and other injury and harm.

48. Plaintiff Axon and her counsel will fairly and adequately represent the interests of the Class Members. Plaintiff Axon has no interests antagonistic to, or in conflict with, the other Class Members' interests. Plaintiff's counsel is highly experienced in the prosecution of complex commercial litigation, and consumer class actions.

49. A class action provides a fair and efficient method for adjudicating this controversy. The substantive claims of the representative Plaintiff and the Class Members are nearly identical and will require evidentiary proof of the same kind and application of the same law. There is no plain, speedy, or adequate remedy other than by maintenance of this class action.

50. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, because Class Members number in the thousands, and individual joinder is impracticable. The expense and burden of individual litigation would make it impracticable or impossible for proposed Class Members to prosecute their claims individually. Trial of Plaintiff Axon's and the Class Members' claims is manageable. Unless the Class is certified, Florida's Natural will remain free to continue to engage in the wrongful conduct alleged herein without consequence.

51. Certification of the Class, therefore, is appropriate under Fed. R. Civ. P. 23(b)(3), because the above common questions of law or fact predominate over any questions affecting individual Class Members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

52. Certification of the Class also is appropriate under Fed. R. Civ. P. 23(b)(2), because Florida's Natural has acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or equitable relief with respect to the Class as a whole.

53. Florida's Natural's wrongful actions, inaction, and omissions are generally applicable to the Class as a whole and, therefore, Plaintiff also seek equitable remedies for the Class.

54. Florida's Natural's systemic policies and practices also make injunctive relief for the Class appropriate.

55. Absent a class action, Florida's Natural will retain the benefits of its wrongdoing despite its serious violations of the law and infliction of economic damages, injury, and harm on Plaintiff Axon and the Class Members.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION** **(Violation of New York General Business Law § 349)** **(On Behalf of the New York Sub-Class)**

56. Plaintiff Axon repeats the allegations contained in the above paragraphs as if fully set forth herein.

57. Plaintiff Axon asserts this claim individually and on behalf of the New York Sub-Class.

58. Florida's Natural engaged in false and misleading marketing concerning the nature of the Products, representing that the Products were "Natural."

59. As alleged above, by advertising, marketing, distributing, or selling the Products to Plaintiff Axon and the other members of the New York Sub-Class, Florida's Natural engaged in, and continues to engage in, deceptive acts and practices.

60. Florida's Natural's conduct was intentional, willful, and knowingly done.

61. Florida's Natural's conduct was consumer-oriented and this conduct had broad impact on consumers at large.

62. Reasonable consumers would be misled by the Products' labeling.

63. As a result of Florida's Natural's conduct, Plaintiff Axon and the New York Sub-Class Members were injured through the purchase of the Products.

64. Florida's Natural's violation of GBL § 349 is ongoing.

65. By reason of the foregoing, Plaintiff Axon and the New York Sub-Class Members are entitled to: their actual damages or fifty dollars, whichever is greater; an increase in the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars; and their reasonable attorney's fees and costs.

66. Plaintiff Axon and the New York Sub-Class Members are also entitled to an injunction enjoining Florida's Natural's deceptive acts or practices.

**SECOND CAUSE OF ACTION**  
**(Violation of New York General Business Law § 350)**  
**(On Behalf of the New York Sub-Class)**

67. Plaintiff Axon repeats the allegations contained in the above paragraphs as if fully set forth herein.

68. Plaintiff Axon asserts this claim individually and on behalf of the New York Sub-Class.

69. Florida's Natural has engaged in false advertising in the conduct of a business, trade or commerce, or in the furnishing of any service in New York State.

70. Florida's Natural has engaged in false advertising concerning the Products, as described above.

71. GBL § 350-a defines "false advertising" as "advertising, including labeling, of a commodity, or of the kind, character, terms, or conditions of any employment opportunity if such advertising is misleading in a material respect."

72. As fully alleged above, by advertising, marketing, distributing, labeling, and selling Florida's Natural Orange Juice to Plaintiff Axon and the New York Sub-Class Members as described above, Florida's Natural has engaged in, and continues to engage in, false advertising.

73. Plaintiff Axon and the New York Sub-Class Members further seek to enjoin such unlawful deceptive acts and practices as described above. Each of the New York Sub-Class Members will be irreparably harmed unless Florida's Natural's unlawful actions are enjoined, in that Florida's Natural will continue to falsely advertise the nature of the Products, as described above.

74. Therefore, Plaintiff Axon and the New York Sub-Class seek an order directing appropriate disclosures or disclaimers on the labeling or advertising of the Products.

75. Absent injunctive relief, Florida's Natural will continue to falsely advertise the Products as described above to the detriment of consumers.

76. Florida's Natural's conduct was intentional, willful, and knowingly done.

77. Florida's Natural's conduct is and was consumer-oriented and this conduct has had and continues to have broad impact on consumers at large.

78. As a result of Florida's Natural's conduct, Plaintiff Axon and the New York Sub-Class Members were injured through the purchase of the Products.

79. Florida's Natural's violation of GBL § 350 is ongoing.

80. By reason of the foregoing, Plaintiff Axon and the New York Sub-Class Members are entitled to: their actual damages or five hundred dollars, whichever is greater; an increase in the award of damages to an amount not to exceed three times the actual damages up to ten thousand dollars; and their reasonable attorney's fees and costs.

81. Plaintiff Axon and the New York Sub-Class Members are also entitled to an injunction enjoining Florida's Natural's false advertising

**THIRD CAUSE OF ACTION**  
**(Breach of Express Warranty)**  
**(On Behalf of the Class)**

82. Plaintiff Axon repeats each and every allegation contained in the paragraphs above and incorporates such allegations by reference herein.

83. Plaintiff Axon brings this claim individually and on behalf of members of the Class.

84. Plaintiff Axon, and each member of the Class, formed a contract with Florida's Natural at the time Plaintiff Axon and the other Class members purchased the Products. The terms of that contract include the promises and affirmations of fact made by Florida's Natural on the packaging for the Products and through marketing and advertising, as described above.

85. This marketing and advertising constituted express warranties and became part of the basis of the bargain and are part of the standardized contract between Plaintiff Axon and Florida's Natural and between other members of the Class and Florida's Natural.

86. Florida's Natural created through its advertising express warranties that its Products are natural by making the affirmation of fact, and promising, that the Products were "Natural."

87. In addition, Florida's Natural made each of its above-described representations to induce Plaintiff Axon to rely on such representations, and she did so rely (and should be presumed to have relied) on Florida's Natural's representations as a material factor in her decision to purchase the Products.

88. All conditions precedent to Florida's Natural's liability under these contracts have been performed by Plaintiff Axon and the Class Members when they purchased the Products and used them as intended.

89. Despite Florida's Natural's express warranties about the natural condition of the Products and its contents, the Products contain glyphosate, making them unnatural.

90. Florida's Natural breached express warranties about its Products and the qualities of the Products because the Products did not conform to Florida's Natural's affirmations and promises to be natural.

91. As a proximate result of the breach of warranties by Florida's Natural, Plaintiff Axon and the 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 Florida's Natural, and they were deprived of the benefit of the 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 the Products.

92. By reason of the foregoing, Plaintiff Axon and Class members are entitled to their actual damages in an amount to be determined at trial, together with interest thereon, punitive damages, and injunctive and/or equitable relief barring future warranty breaches.

**FOURTH CAUSE OF ACTION**  
**(Unjust Enrichment)**  
**(On Behalf of the Class)**

93. Plaintiff Axon repeats each and every allegation contained in the paragraphs above and incorporate such allegations by reference herein.

94. Plaintiff Axon brings this claim individually and on behalf of members of the Class as an alternative to her Express Warranty Claim.

95. Plaintiff Axon and the Class conferred a benefit on Florida's Natural by purchasing the Products.

96. As set forth above, Florida's Natural engaged in fraudulent conduct that misrepresented the Products as "Natural" through the Products' labeling, marketing, and advertising.

97. As a result of Florida's Natural's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of its Products, Florida's Natural was enriched, at the expense of Plaintiff Axon and the Class members, through the payment of the purchase price for Florida's Natural's Products.

98. Under the circumstances, it would be against equity and good conscience to permit Florida's Natural to retain the ill-gotten benefits that it received from Plaintiff Axon and the Class members in light of the fact that the Products purchased by Plaintiff Axon and the Class members were not what Florida's Natural purported it to be. Thus, it would be unjust or inequitable for

Florida's Natural to retain the benefit without restitution to Plaintiff Axon and the Class members for the monies paid to Florida's Natural for the Products.

99. By reason of the foregoing, Plaintiff Axon and Class members are entitled to their actual damages in an amount to be determined at trial, with interest thereon, and disgorgement of all amounts by which Florida's Natural has been unjustly enriched.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Axon, individually and on behalf of all others similarly situated, seek judgment against Florida's Natural as follows:

- a. for an order certifying the Class and New York Sub-Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as Class Representative and her attorneys as Class Counsel to represent the Class and Sub-Class members;
- b. for an order declaring that Florida's Natural's conduct violates the statutes and common law referenced herein;
- c. for an order finding in favor of the Plaintiff, the Class, and the New York Sub-Class on all counts asserted herein;
- d. for an order awarding compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;
- e. for an order disgorging all amounts by which Florida's Natural has been unjustly enriched;
- f. for an order awarding pre-judgment and post-judgment interest on all amounts awarded;
- g. for an order of restitution and all other forms of equitable monetary relief;
- h. for declaratory and injunctive relief as pleaded or as the Court may deem proper;

- i. for an order awarding Plaintiff, the Class, and New York Sub-Class their reasonable attorneys' fees and expenses and costs of suit; and
- j. for an order awarding such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: Brooklyn, New York  
July 20, 2018

**RICHMAN LAW GROUP**



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*Attorneys for Plaintiff and the Class*

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

ALEXANDRA AXON, on behalf of herself and all others similarly situated

**DEFENDANTS**

CITRUS WORLD, INC. and FLORIDA'S NATURAL GROWERS, INC.

(b) County of Residence of First Listed Plaintiff Kings

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kim E. Richman, Richman Law Group  
81 Prospect Street, Brooklyn, New York 11201  
Telephone: (212) 687-8291**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question<br>(U.S. Government Not a Party)                     |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(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)  
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	Citizen of Another State	PTF	DEF
<input checked="" type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/> 4	<input type="checkbox"/> 4
			<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State
			<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<b>PERSONAL PROPERTY</b>		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input checked="" type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 891 Agricultural Acts
			<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<b>Habeas Corpus:</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 899 Administrative Procedure
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<b>Other:</b>		
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
			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"/> 465 Other Immigration Actions	

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

- |   |   |  |   |  |  |   |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
**28 U.S.C. § 1332(d)****VI. CAUSE OF ACTION**Brief description of cause:  
**Class action with diverse parties****VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No**VIII. RELATED CASE(S)**

IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE  
07/20/2018SIGNATURE OF ATTORNEY OF RECORD  
/s/ Kim E. Richman**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Kim E. Richman, counsel for Alexandra Axon, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

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

N/A

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 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." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**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?  Yes  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?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: \_\_\_\_\_

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?  Yes  No

(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

I certify the accuracy of all information provided above.

Signature: /s/ Kim Richman

UNITED STATES DISTRICT COURT  
for the

ALEXANDRA AXON, on behalf of herself and all others similarly situated, \_\_\_\_\_ )  
Plaintiff(s) \_\_\_\_\_ )  
v. \_\_\_\_\_ ) Civil Action No. \_\_\_\_\_  
CITRUS WORLD, INC. and FLORIDA'S NATURAL GROWERS, INC., \_\_\_\_\_ )  
Defendant(s) \_\_\_\_\_ )

**SUMMONS IN A CIVIL ACTION**

To: (Defendant's name and address)

FLORIDA'S NATURAL GROWERS, INC.,  
care of  
WILLIAM J HENDRY  
20205 HWY 27  
LAKE WALES, FL 33853-3025

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kim E. Richman  
The Richman Law Group  
81 Prospect St.  
Brooklyn, NY 11201

D. Greg Blankinship  
Todd S. Garber  
FINKELSTEIN, BLANKINSHIP, FREI-PEARSON & GARBER, LLP  
445 Hamilton Ave, Suite 605  
White Plains, New York 10601

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: July 20, 2018

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for (*name of individual and title, if any*) \_\_\_\_\_  
was received by me on (*date*) \_\_\_\_\_.

- I personally served the summons on the individual at (*place*) \_\_\_\_\_  
on (*date*) \_\_\_\_\_; or
- I left the summons at the individual's residence or usual place of abode with (*name*) \_\_\_\_\_,  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on (*date*) \_\_\_\_\_, and mailed a copy to the individual's last known address; or
- I served the summons on (*name of individual*) \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of (*name of organization*) \_\_\_\_\_  
on (*date*) \_\_\_\_\_; or
- I returned the summons unexecuted because \_\_\_\_\_; or
- Other (*specify*): \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_ *Printed name and title*

\_\_\_\_\_ *Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
for the

ALEXANDRA AXON, on behalf of herself and all others similarly situated, )  
\_\_\_\_\_  
Plaintiff(s) )  
v. ) Civil Action No.  
\_\_\_\_\_  
CITRUS WORLD, INC. and FLORIDA'S NATURAL GROWERS, INC., )  
\_\_\_\_\_  
Defendant(s) )

**SUMMONS IN A CIVIL ACTION**

To: (Defendant's name and address)

CITRUS WORLD, INC.,  
care of  
WILLIAM J HENDRY  
20205 HIGHWAY 27  
LAKE WALES, FL 33853

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\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on (*date*) \_\_\_\_\_, and mailed a copy to the individual's last known address; or
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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

*Server's signature*

\_\_\_\_\_ *Printed name and title*

\_\_\_\_\_ *Server's address*

Additional information regarding attempted service, etc: