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CV 12 - 5511
GLASSER, J.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

ERIN SILBER, on behalf of herself and all others similarly situated, Plaintiff, vs. BARBARA'S BAKERY, INC., Defendant.	:	Case No. _____ **CLASS ACTION COMPLAINT** DEMAND FOR JURY TRIAL

Plaintiff Erin Silber ("Plaintiff"), on behalf of herself and all others similarly situated, 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 Barbara's Bakery, Inc. ("Barbara's Bakery" or "Defendant") for misleading consumers about the nature of the ingredients of its cereal products sold under the Puffins brand name, namely Puffins Original; Puffins Peanut Butter and Chocolate; Puffins Multigrain; Puffins Peanut Butter; Puffins Cinnamon; Puffins Honey Rice; Puffin Puffs, Crunchy Cocoa; Puffin Puffs, Fruit Medley; and other similar varieties ("Puffins," "Product," or "Products").[1]

2. Now part of a worldwide cereal conglomerate, Defendant has based its brand on being wholesome, healthy, and environmentally friendly by providing "natural" foods. Even its logo promises "All Natural Since 1971." *See* Exhibit 1, attached hereto.

3. During a period of time from September 21, 2006, to the conclusion of this action (the "Class Period"), Defendant engaged and continues to engage in a widespread marketing campaign on the Product packaging, website, and advertisements to mislead consumers about the nature of the ingredients in Puffins. Specifically, Defendant prominently placed the statement "All Natural Since 1971" on the front of the Product packaging, *see* Exhibit 2, attached hereto, even though Defendant knew the statement was false and misleading. Defendant also repeated the "All Natural" and "All Natural Since 1971" misrepresentations on the back and side labels of the Product packaging, making it the focal point of its product advertising. *See* Exhibit 2.

[1] Defendant has discontinued offering some Products and regularly introduces new products that are also falsely labeled as "100% natural" or "all natural." The identity of these additional products will be ascertained through discovery and are included in the list of Products.

Defendant also prominently placed the label "100% natural" on the Puffin Puffs Crunchy Cocoa and Puffin Puffs Fruit Medley Products. *See* http://shop.barbarasbakery.com/Puffin-Puffs-Crunchy-Cocoa/p/BAR-206454&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012); http://shop.barbarasbakery.com/Puffin-Puffs-Fruit-Medley/p/BAR-206256&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012). Defendant further states on the Product website that Puffins is "100% Natural." *See* http://www.barbarasbakery.com/cereals-puffins/ (last visited Sept. 12, 2012).

4. Defendant conveyed its misrepresentations about the Products through a widespread marketing and advertising campaign on the Product packaging, on various websites, including http://www.barbarasbakery.com, and in Product advertisements and promotional materials.

5. The representation that the Products are "All Natural" is central to the marketing of the Products and is displayed prominently on their packaging. The misrepresentations were uniform and were communicated to Plaintiff and every other member of the Class at every point of purchase and consumption.

6. Unfortunately for consumers and their children, Puffins is not "All Natural" or "100% natural." Rather, the Products contain various synthetic ingredients and corn that is derived from unnatural, genetically modified plants (a/k/a genetically modified organisms, or "GMOs"). A recent study found that Puffins contains more than 50% genetically engineered corn. Cornucopia Institute, *Cereal Crimes: How "Natural" Claims Deceive Consumers and Undermine the Organic Label – A Look Down the Cereal and Granola Aisle* (2011) ("Cornucopia Cereal Report"), *available at* http://www.cornucopia.org/2011/10/natural-vs-organic-cereal/. Further testing by an independent lab hired by Plaintiff's counsel has confirmed

that Puffins contains GMO corn – corn whose genes have been unnaturally altered so that they include genes of a virus and a bacteria. *See* Exhibit 3, attached hereto. It is impossible for corn to naturally obtain these genes.

7. Furthermore, as described in greater detail herein, Defendant adds a substantial amount of unnaturally processed and synthetic additives to its so-called "All Natural" Products.

8. These synthetic and excessively processed ingredients are not mere trace ingredients in the Products. For example, there is more synthetic dietary fiber – NutraFlora, a combination of 1-ketose (1-kestotriose; GF2), nystose (1,1-kestotetraose; GF3), and 1F-B-fructofuranosyl-nystose (1,1,1-kestopentaose; GF4) – than any natural fiber in the so-called All Natural Puffins Multigrain. *See* Exhibit 2.

9. Through this deceptive practice, Defendant was able to command a premium price by deceiving consumers about the attributes of its Products and distinguishing the Products from similar cereals. Defendant was motivated to mislead consumers for no other reason than to take away market share from competing products, thereby increasing its own profits.

10. The term "natural" has been at least partially defined by federal agencies and regulations. The Food and Drug Administration ("FDA") has defined the outer boundaries of the use of the term "natural" by stating that a product is not natural if it contains synthetic or artificial ingredients. According to federal regulations, an ingredient is synthetic if it is:

> [a] substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes.

7 C.F.R. § 205.2. An ingredient is artificial if it "is not derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, fish, poultry, eggs, dairy products, or fermentation products thereof." 21 C.F.R.

§ 101.22(a).

11. Similarly, the USDA's Food Safety and Inspection Service ("FSIS") defines a "natural" product as a product that does not contain any artificial or synthetic ingredient and does not contain any ingredient that is more than "minimally processed."

12. Defendant explained what it meant by "all natural" on its Product packaging. On the back and side labels of its products, Defendant promised that its products contained "No Artificial Flavors, Additives or Preservatives." *See* Exhibit 2. Additionally, as Defendant promised on its back-label packaging of its products, "[t]here are never any artificial preservatives or additives in our cereals because that's Barbara's way." *Id.* With only minor and non-substantive variations, Defendant made this promise on the back label of all the Puffins products. *Id.*

13. Research shows that a majority of consumers expect "natural" foods to be free of genetically engineered ingredients, and many consumers consider the absence of genetically modified organisms ("GMOs") to be important. *See* Cornucopia Cereal Report.

14. Indeed, a 2010 poll by the Hartman Group found that a majority of consumers believed the term "natural" implied absence of genetically modified organisms ("GMOs"). Canada Organic Trade Association, *Consumer Confusion About the Difference: "Natural" and "Organic" Product Claims* (2010), at 6, *available at* http://www.ocpro.ca/docs/Library/White%20Paper%20Nat-Org%20COTA.pdf (citing The Hartman Group, *Beyond Organic and Natural* (2010), *available at* http://www.hartman-group.com/publications/reports/beyond-organic-and-natural). Similarly, two polls from 2009 and 2010 showed a majority of consumers said the "natural" label was either "important" or "very important." Context Marketing, *Beyond Organic: How Evolving Consumer Concerns Influence Food Purchases* (2009), *available at*

http://www.contextmarketing.com/foodissuesreport.pdf.

15. "Unnatural" is a defining characteristic of GMO foods. For example, the Monsanto Company, an agricultural company that pioneered GMO seeds, defines GMOs as plants or animals 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* Monsanto > News & Views > Glossary, http://www.monsanto.com/newsviews/Pages/glossary.aspx#g (last visited Sept. 12, 2012) (emphasis added). Additionally, the World Health Organization defines GMOs 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* World Health Organization (WHO) > Food safety > 20 questions on genetically modified foods, http://www.who.int/foodsafety/publications/biotech/20questions/en/ (last visited Sept. 12, 2012) (emphasis added).

16. Because Puffins contains synthetic ingredients and GMO corn, Defendant's claims that Puffins are "All Natural" or "100% natural" are false, misleading, and designed to deceive consumers into purchasing its Products. Plaintiff brings this action to stop Defendant's misleading practice.

JURISDICTION AND VENUE

17. 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.

18. 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 Defendant's Products, occurred within this district.

PARTIES

19. Plaintiff Erin Silber is a citizen of New York because Ms. Silber is domiciled in Brooklyn, New York, and has no intention of changing her domicile. Ms. Silber bought a 10 oz. box of Puffins Original cereal at a local supermarket in New York during the Class Period, prior to the commencement of this action. Ms. Silber relied upon the statement that the Product was "All Natural Since 1971" in deciding to purchase the Product. Had Ms. Silber known at the time that the Product was not, in fact, made "All Natural Since 1971," but, instead, made with GMOs, she would not have purchased the Product.

20. Defendant Barbara's Bakery, Inc. is a California corporation with its principal place of business in Marlborough, Massachusetts. Barbara's Bakery, Inc. is a wholly-owned subsidiary of the Weetabix North America, which is the North American arm of Weetabix Food Company, a United Kingdom-based company and worldwide cereal conglomerate. Barbara's Bakery markets its Products to consumers throughout the United States.

SUBSTANTIVE ALLEGATIONS

21. Defendant sells several types of cereal under the Puffins brand that are widely consumed by both children and adults. Each of the Puffins cereals is sold with a label on the front of the box that states prominently "All Natural Since 1971." Defendant also prominently places the label "100% natural" on its Puffin Puffs Crunchy Cocoa and Puffin Puffs Fruit Medley Products. *See* http://shop.barbarasbakery.com/Puffin-Puffs-Crunchy-Cocoa/p/BAR-206454&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012); http://shop.barbarasbakery.com/Puffin-Puffs-Fruit-Medley/p/BAR-

206256&c=BarbarasBakery@Cereals@Puffins (last visited Sept. 12, 2012). Defendant's website further states that Puffins is "100% Natural." *See* http://www.barbarasbakery.com/cereals-puffins/ (last visited Sept. 12, 2012).

22. The back of the Puffins cereal box also features numerous slogans and representations to induce the purchaser into believing the Product is all natural, including the following statements:

- "Eat the Way you Live, Naturally."
- "At Barbara's®, we believe the best things in life are all natural – like smiles, hugs, and our super tasty Multigrain Puffins made with whole oats, brown rice and corn . . . ."
- "healthy living, naturally"
- "Honest Goodness. Give our other all natural products a try."
- "Celebrate Family! In 1971, when Barbara started our company, Petaluma was at the heart of the natural foods movement. Petaluma is still a place of farms, milk cows, and people deeply connected to nature. The movement has spread and our family of products has grown too. We chose a few of our favorite cereals to create a "family size." Now everyone can enjoy Barbara's original vision – make great tasting, healthy foods what people love – all without artificial ingredients or preservatives. Gather the family around the table and enjoy!"
- "Make friends with All Natural Goodness."
- "A Naturally Dynamic Duo. At Barbara's®, our recipe for success is great taste and all-natural ingredients . . . ."

See Exhibit 2.

23. Similarly, on its website Defendant makes numerous statements and representations to re-enforce the "All Natural" part of its brand. For example, at the top of the homepage, a changing banner appears with the following slogans:

- "Eat Natural, Live Natural. Start with Breakfast."
- "Let's eat the way we live. Naturally."
- "A hug, a smile, and whole grains. The best things in life are

natural."

- "We believe sunny afternoons should be spent outside. And snacks should be natural."

http://www.barbarasbakery.com (last visited Sept. 12, 2012); *see also* Exhibit 1.

24. In recounting the company's history, and referring to its purported founder, Defendant states, among other things: "Barbara, then 17, found her calling in real food and opened a small natural bakery in Northern California. She had a simple plan—make wholesome food taste incredibly delicious. Inspired by good health, family, and the kitchen table as the cornerstones of the good life, she used whole grains and oats just as nature intended—free from anything artificial. … Today, a few of us wish we still wore flowers in our hair like Barbara did. And, we know our mission is clear: healthy people, naturally. We carry on Barbara's commitment to create the best-tasting natural products free of artificial preservatives and ingredients, hydrogenated oils, and refined white sugar." http://www.barbarasbakery.com/about/ (last visited Sept. 12, 2012).

25. Another page of the website boasts as follows:

> **We've Got a New Look and it's Just as Natural as Our Ingredients**
>
> We've been making great tasting naturally healthy food—free of artificial colors, preservatives and harmful additives since 1971. Our bold, simplified look, featuring 100% recycled carbon neutral GreenChoice cartons makes it easier for health conscious consumers to find us in their local grocery store.
>
> It's all part of our long-term commitment to natural ingredients. Barbara's is a company born and raised on the values of the natural foods movement of the early 1970s. These pioneers believed that promoting sustainable agriculture and green living along with eating natural and organic would lead to healthier, happier lives.
>
> Barbara opened a small natural bakery with a strong commitment to healthier foods, but with a slightly different point of view: what good is healthy food if no one will eat it? She made sure that her naturally wholesome foods taste great as well. It's no surprise that Barbara's is still thriving and we still live by the principle our

> founder believed in: that making great tasting recipes with all-natural ingredients will make your family healthier and happier. Naturally.
>
> **All Natural Since 1971.**

http://www.barbarasbakery.com/new-look/ (last visited Sept. 12, 2012).

26. In fact, since Defendant's trademark logo itself contains the "All Natural Since 1971" claim, any consumer who purchases any of Defendant's Products or views any of Defendant's advertisements is exposed to Defendant's "All Natural Since 1971" claim. *See* Exhibit 1. Defendant systematically conveys the "All Natural Since 1971" misrepresentation on cereal boxes, bags, on its website, TV commercials, and even social media, such as Facebook.

27. A study conducted by the Rudd Center for Food Policy and Obesity at Yale University found that specific nutrition-related health claims on cereal boxes result in parents believing those products to be healthier than other children's cereals. Such claims also lead to greater willingness in parents to buy those cereals for their children. *See* Karen N. Peart, *Parents Often Misled by Health Claims on Children's Cereal Packages*, Yale News (Aug. 10, 2011), http://opac.yale.edu/news/article.aspx?id=8782 (last visited Sept. 12, 2012).

28. GMOs have created controversy around the world due to concerns about food safety, the effect on natural ecosystems, gene flow (a/k/a "gene migration" or "genetic drift") into non-GMO crops, and other issues. Indeed, a team of scientists recently reported that genetically modified corn was found to increase the incidence of tumors in test subjects and to decrease their life expectancies. *See* Gilles-Eric Séralini et al., *Long term toxicity of a Roundup herbicide and a Roundup-tolerant genetically modified maize*, 50 Food & Chem. Toxicology 4221, 4221 (2012). One consumer response to such concerns has been to purchase products represented as "natural" rather than food products that are derived from GMOs.

29. A product that is derived from GMOs is unnatural by definition. In accordance

with expert definitions, consumers reasonably interpret GMOs as unnatural.

30. A Cornucopia Institute study found that Puffins products were contaminated with high levels of genetically engineered ingredients – Puffins contained more than 50% genetically engineered corn. *See* Cornucopia Cereal Report. Testing by Biogen Laboratories, an independent lab hired by Plaintiff's counsel, has confirmed that Puffins cereal contains non-natural, GMO ingredients. *See* Exhibit 3.

31. Natural breeding can take place only between closely related life forms, *e.g.*, wheat with wheat). Natural breeding techniques cannot add the genes of a different organism, *e.g.*, a wheat with a fish. Instead, to add genes of an organism to a different organism, scientists must use genetic engineering, producing an organism that could not otherwise exist in nature.

32. An independent lab confirms that the genetically modified corn in Puffins Products contains genes of a bacteria (*Agrobacterium tumefaciens*) and a virus (cauliflower mosaic virus, or CaMV). Naturally existing corn could never obtain the genes of a virus or a bacteria, just as a cat could never have the genes of a fish. Such breeding is unnatural.

33. The virus and bacteria genes were added to the corn in Puffins Products so that other foreign genes would be activated. The source of these other genes is still being ascertained, and may come from bacteria, viruses, insects, or animals. In the past, corn has been engineered with mouse genes, jellyfish genes, hepatitis virus genes, rabies virus genes, chicken genes, and even human genes. *See, e.g.*, USDA APHIS Permit Nos. 98-117-01r (corn genetically engineered to express human hemoglobin protein chains); 98-117-02r (human procollagen type chain protein); 98-117-03r (human serum albumin protein); 98-117-04r (rabies virus G glycoprotein); Nat. Biotech. 18: 670-674 (chicken gene). Reasonable consumers would agree that such genetically modified "corn" is unnatural. For example, scientists have

genetically engineered corn with jellyfish genes so the corn would glow in the dark. Reasonable consumers would believe that glow-in-the-dark corn is not natural corn but is artificial or man-made corn.

34. The genetically modified corn is fundamentally different from naturally existing corn. Inserting the foreign genes will alter even the original genes, just as inserting a new letter can alter the meaning of a word. The foreign genes will reduce or increase the natural corn gene's function, and sometimes blocking its expression altogether. These unexpected consequences can yield alterations in the nutritional content of the food, toxic and allergenic effects, poor crop performance, and generations of environmental damage.

35. These artificial, manmade plants are also "synthetic" under federal definition, as they were "formulated or manufactured by a chemical process or by a process that chemically changes a substance." 7 C.F.R. § 205.2.

36. In accordance with expert definitions and common sense, reasonable consumers understand that such genetically modified ingredients are *not* natural.

37. Puffins also contains one or more of the below synthyetic or artificial substances:

NutraFlora. Defendant falsely describes ***NutraFlora***® as "natural dietary fiber." According to the manufacturer of NutraFlora, it is a combination of 1-ketose (1-kestotriose; GF2), nystose (1,1-kestotetraose; GF3), and 1F-B-fructofuranosyl-nystose (1,1,1-kestopentaose; GF4). NutraFlora is manufactured by producing B-fructofuranosidase, combining it with sucrose, and processing it with synthetic and hazardous compounds such as hydrochloric acid and/or sodium hydroxide. 7 C.F.R. § 205.605; 40 C.F.R. § 116.4. Thus, the National Organic Standards Board concluded that NutraFlora is "formulated or manufactured by a chemical process" that "chemically changes" the substance, and the substance is not created by "naturally

occurring biological processes."

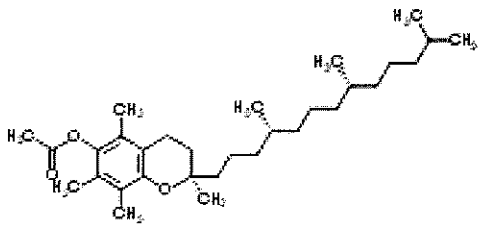
Annatto. Annatto is an "artificial color" or "artificial coloring." 21 C.F.R. § 101.22(a)(4). Under federal regulation, annatto extract is prepared from annatto seed using one or more food-grade extractants: alkaline aqueous solution, alkaline propylene glycol, ethyl alcohol or alkaline solutions thereof, edible vegetable oils or fats, mono- and diglycerides from the glycerolysis of edible vegetable oils or fats. The alkaline alcohol or aqueous extracts may be treated with food-grade acids to precipitate annatto pigments, which are separated from the liquid and dried, with or without intermediate recrystallization, using the solvents acetone, ethylene dichloride, hexane, isopropyl alcohol, methyl alcohol, methylene chloride, and/or trichloroethylene. Food-grade alkalis or carbonates may be added to adjust alkalinity. 21 C.F.R. § 73.30.

Calcium carbonate. Calcium carbonate requires production processes that render it no longer "natural." It is produced from calcium hydroxide, calcium chloride, or as a byproduct in the lime soda process. 21 C.F.R. § 184.1191. Federal regulations recognize calcium hydroxide as a synthetic compound, 7 C.F.R. § 205.605(b), and the FDA has declared that calcium chloride renders a food no longer "natural." FDA Warning letter to Karl A. Hirzel, Hirzel Canning Co. (Aug. 29, 2001). The lime soda process employs hazardous and synthetic substances and requires processing techniques so excessive so as to render the finished product unnatural. *See infra* (discussion of calcium chloride). In fact, the Environmental Protection Agency ("EPA") has promulgated regulations specifically addressing the environmental impact of calcium carbonate produced through the lime process and by recovery from Solvay waste products. 40 C.F.R. § 415.300 *et seq*. When used in drugs, it is recognized as a synthetic compound. 21 C.F.R. § 73.1070(a)(1).

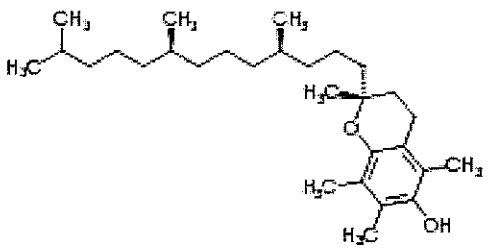
Ferric orthophosphate. Ferric orthophosphate is also synthetic, produced by reacting sodium phosphate (a synthetic substance) with ferric chloride or ferric citrate. 21 C.F.R. §184.1301; 7 C.F.R. § 205.605(b).

Tocopherols. Defendant falsely represents that some of the products contain "Natural Vitamin E (mixed tocopherols to maintain freshness)." In fact, tocopherols are not natural, but are chemical preservatives and synthetic substances. 7 C.F.R. § 205.605(b) (synthetic); 21 C.F.R. § 182.3890 (chemical preservatives). They are produced by molecular distillation, solvent extraction, or absorption chromatography. The ingredient is not natural, but synthetic.

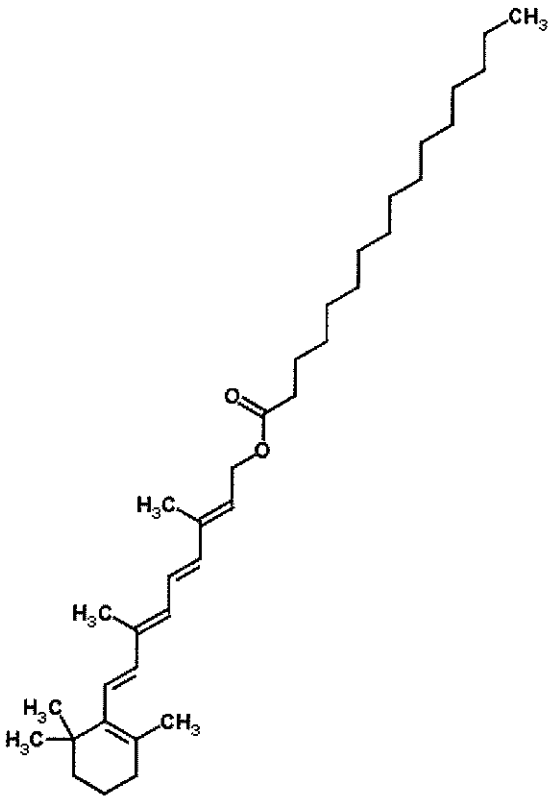
Moreover, these tocopherol substances are not vitamin E, have a different molecular structure from vitamin E, and are synthetic substances, not a natural vitamin. As the following graphics demonstrate, D-alpha tocopherol acetate ($C_{31}H_{52}O_3$):



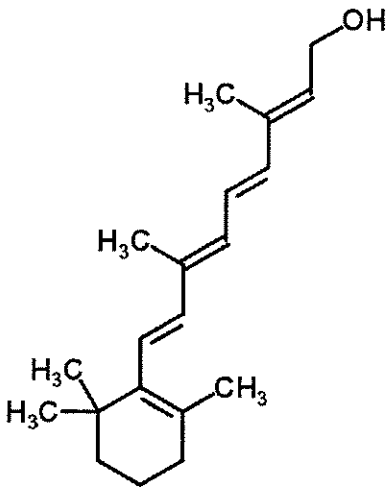
is chemically and molecularly distinct from Vitamin E ($C_{29}H_{50}O_2$):



Retinyl palmitate. Defendant adds vitamin A to some of its foods as retinyl palmitate, which "is prepared by esterifying retinol with palmitic acid." 21 C.F.R. § 184.1930(a)(3). It is a synthetic substance. 21 CFR § 205.605(b). Moreover, retinyl palmitate is not vitamin A, as Defendant claims. As the graphics below demonstrate, retinyl palmitate, $C_{36}H_{60}O_2$:



is chemically different from the natural vitamin A existing in foods, retinol, $C_{20}H_{30}O$:



Ascorbic acid. Ascorbic acid is a federally-declared synthetic substance and a chemical preservative. 7 C.F.R. § 205.605(b) (synthetic); U.S. International Trade Commission, Synthetic Organic Chemical Index, USTIC Pub. 2933 (Nov. 1995) (synthetic); 21 C.F.R. § 182.3013 (chemical preservative). While the precise production methodology employed by Defendant is not yet known, the classical Reichstein-Grussner method of synthesis starts with reduction of D-glucose to D-sorbitol by hydrogenation over a nickel catalyst. The sorbitol is partially oxidized by protecting four of the hydroxyl groups with acetone (synthetic) and sulfuric acid (synthetic), and then chemical oxidization to carboxylic acid. Acid hydrolysis finally yields the ascorbic acid.

Ascorbic acid does not have the same positive health benefits as natural vitamin C. For example, natural vitamin C is associated with a lower risk of most types of cancer. Yet evidence from most randomized clinical trials suggests that vitamin C supplementation does not affect cancer risk.

Vitamin D3. Defendant adds "vitamin D3" to some of the products. Vitamin D is a synthetic compound. *See* 7 C.F.R. § 205.605(b). To be added to foods, it is produced by ultraviolet irradiation of ergosterol isolated from yeast and related fungi and is purified by crystallization, by ultraviolet irradiation of 7-dehydrocholesterol produced from cholesterol, and/or by concentrating irradiated ergosterol and irradiated 7-dehydrocholesterol, which themselves are separated from the reacting materials of the prior two methodologies. 21 C.F.R. § 184.1950(a).

38. Other ingredients in Puffins are derived from natural sources, but undergo such extensive processing that they can no longer be considered to be "natural." For example, ***dehydrated cane juice*** requires extensive processing to extract cane syrup from the sugar cane,

including the use of synthetic compounds such as phosphoric acid and calcium hydroxide, both synthetic substances. *See* 7 C.F.R. § 205.605. Moreover, Defendant misleadingly represents that the ingredient is "cane juice" or a derivate thereof, when in fact, "cane juice" is not a juice at all, but a sugar or a syrup. Thus, the FDA has declared that such "cane juice" representations to be misleading. FDA Guidance for Industry: Ingredients Declared as Evaporated Cane Juice; Draft Guidance, October 2009.

39. Despite knowing that GMOs are not natural, that synthetic ingredients are not natural, and that its Products contain synthetic ingredients and GMOs, Defendant has engaged in a widespread marketing and advertising campaign to portray the Products as being "All Natural Since 1971" and/or "100% natural." Defendant engaged in this misleading and deceptive campaign to charge a premium and take away market share from other similar products.

40. Research shows that products purported to be "natural," such as Puffins, are often priced higher than equivalent organic products, suggesting that companies, including Defendant, are taking advantage of consumer confusion between certified organic labels and the natural label, knowing that some consumers value "natural" over even organic products. *See* Cornucopia Cereal Report. For example, a consumer can purchase organically grown corn puffs, such as Nature's Path unsweetened organic corn puffs, for approximately 40 cents per ounce, while the consumer must pay a premium price of nearly 60 cents per ounce for genetically engineered corn puffs of Puffins cereal at approximately $5.59 for a 10-ounce box. *Compare* http://www.organicdirect.com/natures-path-organic-corn-puffs-cereal-p-28648.html, *with* http://www.organicdirect.com/barbaras-bakery-original-puffins-1210-oz-p-28450.html (last visited Sept. 12, 2012).

41. As stated herein, the widespread marketing campaign portraying the Products as

being "All Natural Since 1971" and/or "100% natural" is misleading and deceptive to consumers and their children because the Products are made with synthetic ingredients and unnatural GMO corn (which has been verified by research studies and independent testing), and Defendant's marketing and other materials do not disclose this fact.

42. Consumers frequently rely on food label representations and information in making purchase decisions. Here, Plaintiff and the other Class members reasonably relied to their detriment on Defendant's misleading representations and omissions. Defendant's misleading affirmative statements about the "naturalness" of its Products obscured the material facts that Defendant failed to disclose about the unnaturalness of its Products.

43. Plaintiff and the other Class members were among the intended recipients of Defendant's deceptive representations and omissions. Defendant made the deceptive representations and omissions on the Products with the intent to induce Plaintiff's and the other Class members' purchase of the Products. Defendant's deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions. Thus, Plaintiff's and the other Class members' reliance upon Defendant's misleading and deceptive representations and omissions may be presumed.

44. The materiality of those representations and omissions also establishes causation between Defendant's conduct and the injuries sustained by Plaintiff and the Class.

45. Defendant's false, misleading, and deceptive misrepresentations and omissions are likely to continue to deceive and mislead reasonable consumers and the general public, as they have already deceived and misled Plaintiff and the other Class members.

46. In making the false, misleading, and deceptive representations and omissions, Defendant knew and intended that consumers would pay a premium for "natural" products over comparable products that are not "natural," furthering Defendant's private interest of increasing sales for its Products and decreasing the sales of products that are truthfully offered as "natural" by Defendant's competitors.

47. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and the other Class members in that they:

- paid a sum of money for Products that were not as represented;
- paid a premium price for Products that were not as represented;
- were deprived the benefit of the bargain because the Products they purchased were different than what Defendant warranted;
- were deprived the benefit of the bargain because the Products they purchased had less value than what was represented by Defendant;
- did not receive Products that measured up to their expectations as created by Defendant;
- ingested Products that were other than what was represented by Defendant;
- ingested Products that Plaintiff and the other members of the Class did not expect or consent to;
- ingested Products that were artificial, synthetic, or otherwise unnatural;
- ingested Products that were of a lower quality than what Defendant promised;
- were denied the benefit of knowing what they ingested;
- were denied the benefit of truthful food labels;
- were forced unwittingly to support an industry that contributes to environmental, ecological, and/or health damage;
- were denied the benefit of supporting an industry that sells natural foods and contributes to environmental sustainability; and

- were denied the benefit of the beneficial properties of the natural foods promised.

48. Had Defendant not made the false, misleading, and deceptive representations and omissions, Plaintiff and the other Class members would not have been injured. Among other things, they would not have been denied the benefit of the bargain; they would not have ingested a substance that they did not expect or consent to; they would not have been forced unwittingly to support an industry that contributes to environmental damage; and they would not have suffered the other injuries listed above. Accordingly, Plaintiff and the other Class members have suffered injury in fact as a result of Defendant's wrongful conduct

49. Plaintiff and the other Class members all paid money for the Products. However, Plaintiff and the other Class members did not obtain the full value of the advertised Products due to Defendant's misrepresentations and omissions. Plaintiff and the other Class members purchased, purchased more of, or paid more for, the Products than they would have had they known the truth about the Products' unnaturalness. Accordingly, Plaintiff and the other Class members have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

CLASS ALLEGATIONS

50. Plaintiff Erin Silber brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a nationwide class of persons who purchased Defendant's Products during the Class Period (the "Class").

51. Additionally, Plaintiff Erin Silber brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of a sub-class all persons in New York who purchased Defendant's Products during the Class Period (the "New York Sub-Class").

52. Excluded from the Class are officers and directors of Defendant, members of the immediate families of the officers and directors of Defendant, Defendant's legal representatives, heirs, successors, or assigns, and any entity in which they have or have had a controlling interest.

53. Plaintiff reserves the right to revise the Class definitions based on facts learned in the course of litigating this matter.

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

55. 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 that predominate over questions that may affect individual Class members include:

a. Whether Defendant labeled, marketed, advertised, and/or sold the Products to Plaintiff and the other Class members using false, misleading, and/or deceptive statements or representations, including statements or representations concerning the quality of the ingredients 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 being "All Natural Since 1971" and/or "100% natural" constitutes a deceptive consumer sales practice.

56. Plaintiff's claims are typical of those of the Class members 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.

57. Plaintiff's claims are typical of those of the New York Sub-Class members because Plaintiff, like all members of the New York Sub-Class, purchased Defendant's Products at a premium in a typical consumer setting within the state of New York and sustained damages from Defendant's wrongful conduct.

58. Plaintiff will adequately protect the interests of the Class members. Plaintiff has retained counsel that is experienced in litigating complex class actions. Neither Plaintiff nor her counsel have any interests adverse to those of the other Class members.

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

60. The prerequisites to maintaining a class action for injunctive or equitable relief pursuant to Rule 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.

61. 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 all members of the Class, although certain Class members are not parties to such actions.

62. 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 the Massachusetts General Laws chapter 93A, §§ 2 and 9)

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

64. Chapter 93A, section 2 of the Massachusetts General Laws (M.G.L.) provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Chapter 93A, section 9 of the M.G.L. permits any consumer injured by a violation of M.G.L. ch. 93A, § 2 to bring a civil action, including a class action, for damages and injunctive relief.

65. In violation of M.G.L. ch. 93A, § 2, Defendant engaged in false and misleading marketing concerning the qualities of its Products.

66. 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.

67. Defendant's practices also violate M.G.L. ch. 106, §§ 2-313 (Express Warranty), 2-314 (Implied Warranty of Merchantability), and 2-315 (Implied Warranty of Fitness for a Particular Purpose) and, as such, are unfair in violation of M.G.L. ch. 93A, § 2.

68. Plaintiff and the 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 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 Defendant's Products and/or remove the GMOs from the ingredients.

69. Absent injunctive relief, Defendant will continue to manufacture and sell its Products as an "All Natural" and/or "100% natural" food product to the detriment of consumers.

70. In this regard, Defendant has violated, and continues to violate, M.G.L. ch. 93A, § 2. As a direct and proximate result of Defendant's violation of M.G.L. ch. 93A, § 2 as described above, Plaintiff and the other members of the Class have suffered damages in an amount to be determined at trial.

71. On September 21, 2012, Plaintiff, through her counsel, provided a draft copy of this Complaint along with a letter to provide Defendant with notice of the claims and allegations asserted herein. Defendant responded to the letter through counsel, in a letter dated October 19, 2012, and declined to "tender a response to [Plaintiff's] demand for an offer of settlement."

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

SECOND CAUSE OF ACTION

(Breach of Express Warranties under M.G.L. ch. 106, § 2-313)

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

74. Defendant provided Plaintiff and the other members of the Class with written express warranties, including, but not limited to, warranties that its Products were "All Natural Since 1971" and/or "100% natural," as set forth above.

75. Defendant breached these warranties by providing Products that contained synthetic ingredients and unnatural GMO corn and did not otherwise conform to Defendant's warranties.

76. This breach resulted in damages to Plaintiff and the other members of the Class who bought Products but did not receive the goods as warranted, in that the Products were not natural because they contained GMOs and other unnatural ingredients.

77. As a proximate result of Defendant's breach of warranties, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

THIRD CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability under M.G.L. ch. 106, § 2-314)

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

80. Plaintiff and the other Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales, Defendant impliedly warranted that its Products would be merchantable and fit for the ordinary purposes for which such goods are used and would conform to the promises or affirmations of fact made in the Products' promotions, marketing, advertising, packaging, and labels. In doing so, Plaintiff and the other Class members relied on Defendant's representations that the Products had particular characteristics, as set forth above, and, at or about that time, Defendant sold the Products to Plaintiff and the other Class members.

By its representations regarding the reputable nature of the company and its products and by its promotion, marketing, advertising, packaging, and labeling of the Products, Defendant warranted that the Products were "All Natural Since 1971" and/or "100% natural" and had particular characteristics, as set forth above. Plaintiff and the other Class members bought the Products relying on Defendant's representations that its Products were "All Natural Since 1971" and/or "100% natural" when, in fact and unbeknownst to Plaintiff and the other Class members, the corn in the Products was not all natural because it contained GMO corn, and the Products contained other synthetic ingredients.

81. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other Class members did not receive goods that were "All Natural Since 1971" and "100% natural" as 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.

82. As a proximate result of this breach of warranty by Defendant, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

FOURTH CAUSE OF ACTION

(Breach of Implied Warrant of Fitness for Particular Purpose

under M.G.L. ch. 106, § 2-315)

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

85. Plaintiff and the other Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales and by Defendant's promotion, marketing, advertising, packaging, and labeling, Defendant impliedly warranted that its Products were "All Natural Since 1971" and/or "100% natural." Plaintiff and the other Class members bought the Products from Defendant relying on Defendant's skill and judgment in furnishing suitable goods as well as its representation that its Products were "All Natural Since 1971" and/or "100% natural." However, Defendant's Products were not "All Natural Since 1971" or "100% natural" in that they contained *un*natural GMO corn and other synthetic ingredients.

86. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other Class members did not receive Products that were "All Natural Since 1971" and/or "100% natural" as represented, and, thus, the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled, or sold.

87. As a result of this breach of warranty by Defendant, Plaintiff and the other Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

FIFTH CAUSE OF ACTION

(Fraud, Deceit, and/or Misrepresentation under Massachusetts Common Law)

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

90. Defendant, through its promotion, marketing, advertising, packaging, and labeling of the Products, makes uniform representations and offers regarding the quality of the Products, as described above. Defendant engaged in, and continues 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.

91. The aforementioned misrepresentations, deceptive, and/or false acts and omissions concern material facts that are essential to the analysis undertaken by Plaintiff and the other Class members in deciding whether to purchase Defendant's Products.

92. Plaintiff and the other Class members would have acted differently had they not been misled – *i.e.*, they would not have paid a premium price for the Products and/or they would not have purchased the Products had they known the truth about the unnatural ingredients in the Products.

93. Defendant has a duty to correct the misinformation it disseminates through its advertising of the Products. By not informing Plaintiff and the other Class members, Defendant breached this duty. Defendant also gained financially from, and as a result of, this breach. Moreover, Defendant has a duty to disclose the omitted facts because Defendant was in

possession of knowledge about the identity, formulation, and production of the Products and of their ingredients, and this information is not reasonably available to consumers.

94. By and through such deceit, misrepresentations, and/or omissions, Defendant intended to induce Plaintiff and the other Class members to alter their position to their detriment.

95. Plaintiff and the other Class members justifiably and reasonably relied on Defendant's misrepresentations and, as a result, were damaged by Defendant.

96. As a direct and proximate result of Defendant's deceit and/or misrepresentations, Plaintiff and the other Class members have suffered damages in an amount equal to the amount they paid or the premium they paid for Defendant's Products. The exact amount will be proven at trial.

97. Defendant acted with intent to defraud, or with reckless or negligent disregard of the rights of Plaintiff and the other Class members.

98. Plaintiff and the other Class members are entitled to punitive damages due to Defendant's willful fraud and deceit.

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

SIXTH CAUSE OF ACTION

(Unjust Enrichment under Massachusetts Common Law)

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

101. As a result of Defendant's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of the Products, Defendant was enriched, at the expense of Plaintiff and the other Class members through the payment of the purchase price for Defendant's Products.

102. 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 the other Class members in light of the fact that the Products purchased by Plaintiff and the other Class members were not what Defendant purported them to be. Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to Plaintiff and the other Class members for the monies paid to Defendant for such Products.

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

SEVENTH CAUSE OF ACTION

(Violation of the New York General Business Law § 349)

(New York Sub-Class Only)

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

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

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

107. Plaintiff and the other members of the New York Sub-Class 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 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 New York Sub-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.

108. Absent injunctive relief, Defendant will continue to manufacture and sell its Products as an "All Natural" and/or "100% natural" food product to the detriment of consumers.

109. In this regard, Defendant has violated, and continues to violate, section 349 of the New York General Business Law (GBL), which makes deceptive acts and practices unlawful. As a direct and proximate result of Defendant's violation of GBL § 349 as described above, Plaintiff and the other members of the New York Sub-Class have suffered damages in an amount to be determined at trial.

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

EIGHTH CAUSE OF ACTION

(Breach of Express Warranties under New York Common Law)

(New York Sub-Class Only)

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

112. Defendant provided Plaintiff and other members of the New York Sub-Class with written express warranties, including, but not limited to, warranties that its Products were "All Natural Since 1971" and/or "100% natural," as set forth above.

113. Defendant breached these warranties by providing Products that contained synthetic ingredients and unnatural GMO corn and did not otherwise conform to Defendant's warranties.

114. This breach resulted in damages to Plaintiff and the other members of the New York Sub-Class who bought Defendant's Products but did not receive the goods as warranted in that the Products were not natural because they contained GMOs and other unnatural ingredients.

115. As a proximate result of Defendant's breach of warranties, Plaintiff and the other New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

NINTH CAUSE OF ACTION

(Breach of Implied Warranty of Merchantability under New York Common Law)

(New York Sub-Class Only)

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

118. Plaintiff and the other New York Sub-Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales, Defendant impliedly warranted that its Products would be merchantable and fit for the ordinary purposes for which such goods are used and would conform to the promises or affirmations of fact made in the Products' promotions, marketing, advertising, packaging, and labels. In doing so, Plaintiff and the other New York Sub-Class members relied on Defendant's representations that the Products had particular characteristics, as set forth above, and, at or about that time, Defendant sold the Products to Plaintiff and the other New York Sub-Class members. By its representations regarding the reputable nature of the company and its products and by its promotion, marketing,

advertising, packaging, and labeling of the Products, Defendant warranted that the Products were "All Natural Since 1971" and/or "100% natural" and had particular characteristics, as set forth above. Plaintiff and the other New York Sub-Class members bought the Products relying on Defendant's representations that its Products were "All Natural Since 1971" and/or "100% natural" when, in fact and unbeknownst to Plaintiff and the other New York Sub-Class members, the corn in the Products was not all natural because it contained GMO corn, and the Products contained other synthetic ingredients.

119. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other New York Sub-Class members did not receive goods that were "All Natural Since 1971" and "100% natural" as 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.

120. As a proximate result of this breach of warranty by Defendant, Plaintiff and the other New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

TENTH CAUSE OF ACTION

(Breach of Implied Warrant of Fitness for Particular Purpose

under New York Common Law)

(New York Sub-Class Only)

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

123. Plaintiff and the other New York Sub-Class members purchased Defendant's Products, which were promoted, marketed, advertised, packaged, and labeled as "All Natural Since 1971" and/or "100% natural." Pursuant to these sales and by Defendant's promotion, marketing, advertising, packaging, and labeling, Defendant impliedly warranted that its Products were "All Natural Since 1971" and/or "100% natural." Plaintiff and the other New York Sub-Class members bought the Products from Defendant relying on Defendant's skill and judgment in furnishing suitable goods as well as its representation that its Products were "All Natural Since 1971" and/or "100% natural." However, Defendant's Products were not "All Natural Since 1971" or "100% natural" in that they contained *un*natural GMO corn and other synthetic ingredients.

124. Defendant breached the warranty implied at the time of sale in that Plaintiff and the other New York Sub-Class members did not receive Products that were "All Natural Since 1971" and/or "100% natural" as represented, and, thus, the goods were not fit for the purpose as promoted, marketed, advertised, packaged, labeled, or sold.

125. As a result of this breach of warrant by Defendant, Plaintiff and the other New York Sub-Class members have suffered damages in an amount to be determined by the Court and/or jury 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.

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

ELEVENTH CAUSE OF ACTION

(Fraud, Deceit, and/or Misrepresentation under New York Common Law)

(New York Sub-Class Only)

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

128. Defendant, through its promotion, marketing, advertising, packaging, and labeling of the Products, makes uniform representations and offers regarding the quality of the Products, as described above. Defendant engaged in, and continues 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.

129. The aforementioned misrepresentations, deceptive, and/or false acts and omissions concern material facts that are essential to the analysis undertaken by Plaintiff and the other New York Sub-Class members in deciding whether to purchase Defendant's Products.

130. Plaintiff and the other New York Sub-Class members would have acted differently had they not been misled – *i.e.*, they would not have paid a premium price for the Products and/or they would not have purchased the Products had they known the truth about the unnatural ingredients in the Products.

131. Defendant has a duty to correct the misinformation it disseminates through its

advertising of the Products. By not informing Plaintiff and the other New York Sub-Class members, Defendant breached this duty. Defendant also gained financially from, and as a result of, this breach. Moreover, Defendant has a duty to disclose the omitted facts because Defendant was in possession of knowledge about the identity, formulation, and production of the Products and of their ingredients, and this information is not reasonably available to consumers.

132. By and through such deceit, misrepresentations, and/or omissions, Defendant intended to induce Plaintiff and the other New York Sub-Class members to alter their position to their detriment.

133. Plaintiff and the other New York Sub-Class members justifiably and reasonably relied on Defendant's misrepresentations and, as a result, were damaged by Defendant.

134. As a direct and proximate result of Defendant's deceit and/or misrepresentations, Plaintiff and the other New York Sub-Class members have suffered damages in an amount equal to the amount they paid or the premium they paid for Defendant's Products. The exact amount will be proven at trial.

135. Defendant acted with intent to defraud, or with reckless or negligent disregard of the rights of, Plaintiff and the other New York Sub-Class members.

136. Plaintiff and the other New York Sub-Class members are entitled to punitive damages due to Defendant's willful fraud and deceit.

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

TWELTH CAUSE OF ACTION

(Unjust Enrichment under New York Common Law)

(New York Sub-Class Only)

138. Plaintiff realleges and incorporates the above paragraphs of this Class Action

Complaint as if set forth herein.

139. As a result of Defendant's deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of the Products, Defendant was enriched, at the expense of Plaintiff and the other New York Sub-Class members through the payment of the purchase price for Defendant's Products.

140. 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 the other New York Sub-Class members in light of the fact that the Products purchased by Plaintiff and the other New York Sub-Class members were not what Defendant purported them to be. Thus, it would be unjust or inequitable for Defendant to retain the benefit without restitution to Plaintiff and the other New York Sub-Class members for the monies paid to Defendant for such Products.

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

PRAYER FOR RELIEF

THEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for judgment against Defendant as follows:

A. For an Order certifying the Class under Rule 23, naming Plaintiff Erin Silber as Class representative and designating her counsel as counsel for the Class;

B. For an Order declaring that Defendant has committed the violations alleged herein;

C. For declaratory and injunctive relief pursuant to, without limitation, chapter 93A, section 2 of the Massachusetts General Laws; or, in the alternative, for declaratory and injunctive relief pursuant to, without limitation, section 349 of the New York General Business Law;

D. For an Order providing restitution, disgorgement, and all other forms of equitable monetary relief to Plaintiff and the other Class members;

E. For an Order awarding compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;

F. For an Order awarding prejudgment interest on all amounts awarded;

G. For an Order awarding Plaintiff and the other Class members their reasonable attorneys' fees and expenses and costs of suit; and

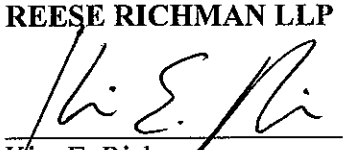
H. For such further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury.

Dated: November 5, 2012

By: **REESE RICHMAN LLP**



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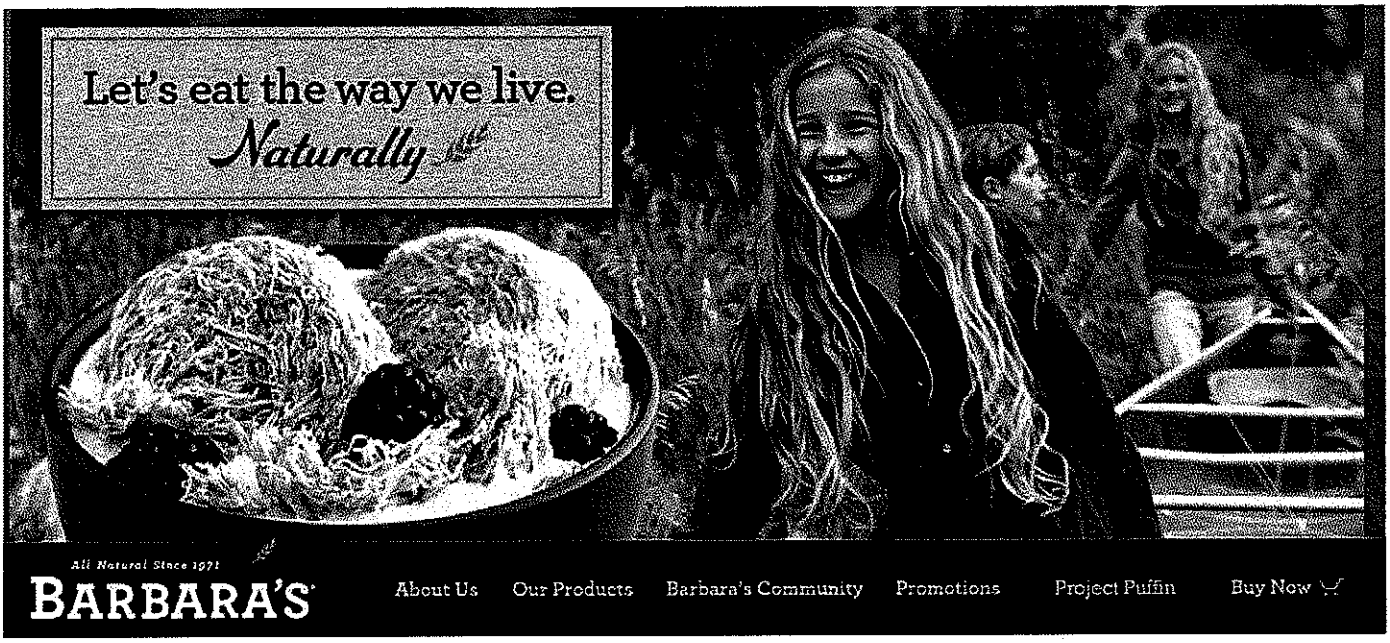
Counsel for Plaintiff and the Proposed Class

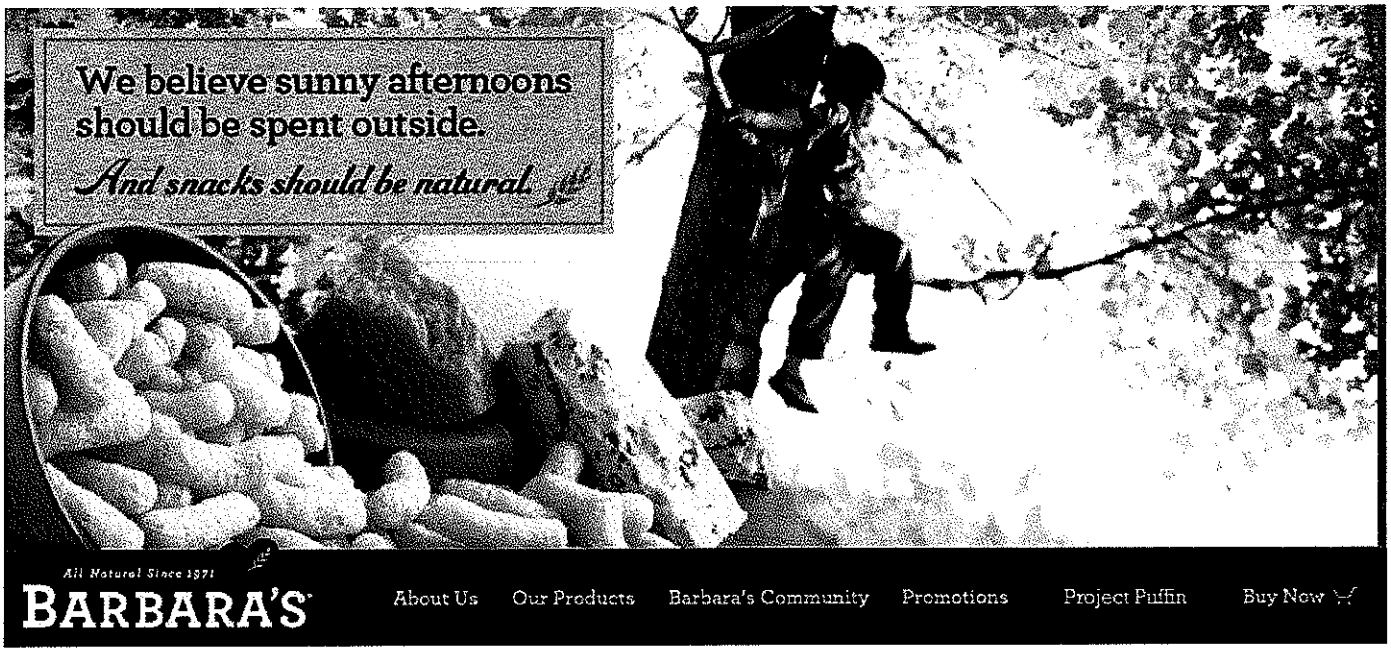
Silber v. Barbara's Bakery **Ex. 1-1**

Barbara's Bakery Website, home page, as of October 26, 2012
http://www.barbarasbakery.com



Silber v. Barbara's Bakery **Ex. 1-2**

Barbara's Bakery Website, home page, as of October 26, 2012
http://www.barbarasbakery.com



Silber v. Barbara's Bakery **Ex. 1-3**

Barbara's Bakery Logo

Silber v. Barbara's Bakery

Ex. 2-1

Front-label of all Barbara's Bakery cereals

Silber v. Barbara's Bakery
Back label Puffins Original

Ex. 2-2

All Natural Since 1971

BARBARA'S®

Tasty Goodness for the Whole Family!

Wake up to a "YUM" inspiring Puffins crunch! Rich in fiber and remarkable natural flavor, a bowlful will boost your energy and bring on the smiles. With just 90 calories and 5 grams of sugar, Puffins are a low fat start to your day. We use only the finest natural ingredients — always free of artificial preservatives or additives — because that's Barbara's® way.

Puffins® CEREAL

ORIGINAL

Toasted, lightly sweetened, crunchy perfection!

healthy living, naturally

Make a Puffins breakfast or snack part of saying "yes" to your healthy, active lifestyle. Good health habits are built with dedicated repetition, day after day...and bowl by bowl. Let Barbara's delicious natural foods help you create the healthy lifestyle you deserve.

Honest goodness.
Give our other all natural products a try.

BARBARA'S & Project Puffin

Giving back to the community is a commitment Barbara's made decades ago. When we created Puffins cereals, we were inspired to collaborate with Project Puffin and help world-renowned ornithologist Dr. Stephen Kress carry out an innovative seabird habitat restoration project off the coast of Maine. Puffins are one of nature's most amazing seabirds: they fly under water and live nine months at sea, returning to land only to raise their pufflings. Maine's decimated puffin population has thrived with Dr. Kress' unique vision, passion, and belief in the positive impact of human stewardship. You can get involved by visiting **BarbarasBakery.com** or **ProjectPuffin.org**.

All Natural Since 1971

Silber v. Barbara's Bakery Ex. 2-3

Back label Puffins Peanut Butter

All Natural Since 1971

BARBARA'S

The Best Things in Life are Natural.

Morning at Barbara's® finds us in the kitchen with big red bowls, munching on crunchy Peanut Butter Puffins. Each mouthful is a burst of real peanut butter and the best whole grain oats and corn. We happen to think our cereal is one incredibly delicious combo of great taste and natural nutrition. Plus, it's low in fat and always free of artificial flavors, preservatives, and additives – because that's Barbara's way.

Puffins® CEREAL PEANUT BUTTER

Real peanuts make a melt-in-your-mouth, sweet and savory bite.

MEET BABS

One of our adopted Puffins

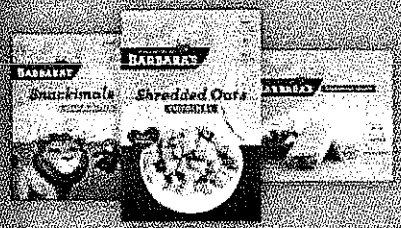
Babs is a 34-year-old female puffin who came to Eastern Egg Rock, Maine on July 11, 1977 with 98 other puffin chicks. Dr. Stephen Kress and Project Puffin transplanted her from Great Island, Newfoundland to help repopulate the tiny island and restore it to its former nesting colony. The original colony was nearly decimated by humans in the late 1800's.

Babs has been returning to Eastern Egg Rock year after year for 34 years and has hatched a total of 21 chicks. Talk about a finely feathered success story!

When we adopt a puffin, we help keep the colony growing. You can get involved, too. Learn more at **BarbarasBakery.com** or **ProjectPuffin.org**.

healthy living, naturally

People, like puffin birds, are creatures of habit. Healthy human habits can be as simple as a walk with the dog or as intense as a rigorous hike. The challenge is to make a plan and stick with it. Keep the healthy habits that serve you (like Puffins for breakfast) and think about tossing those that don't.



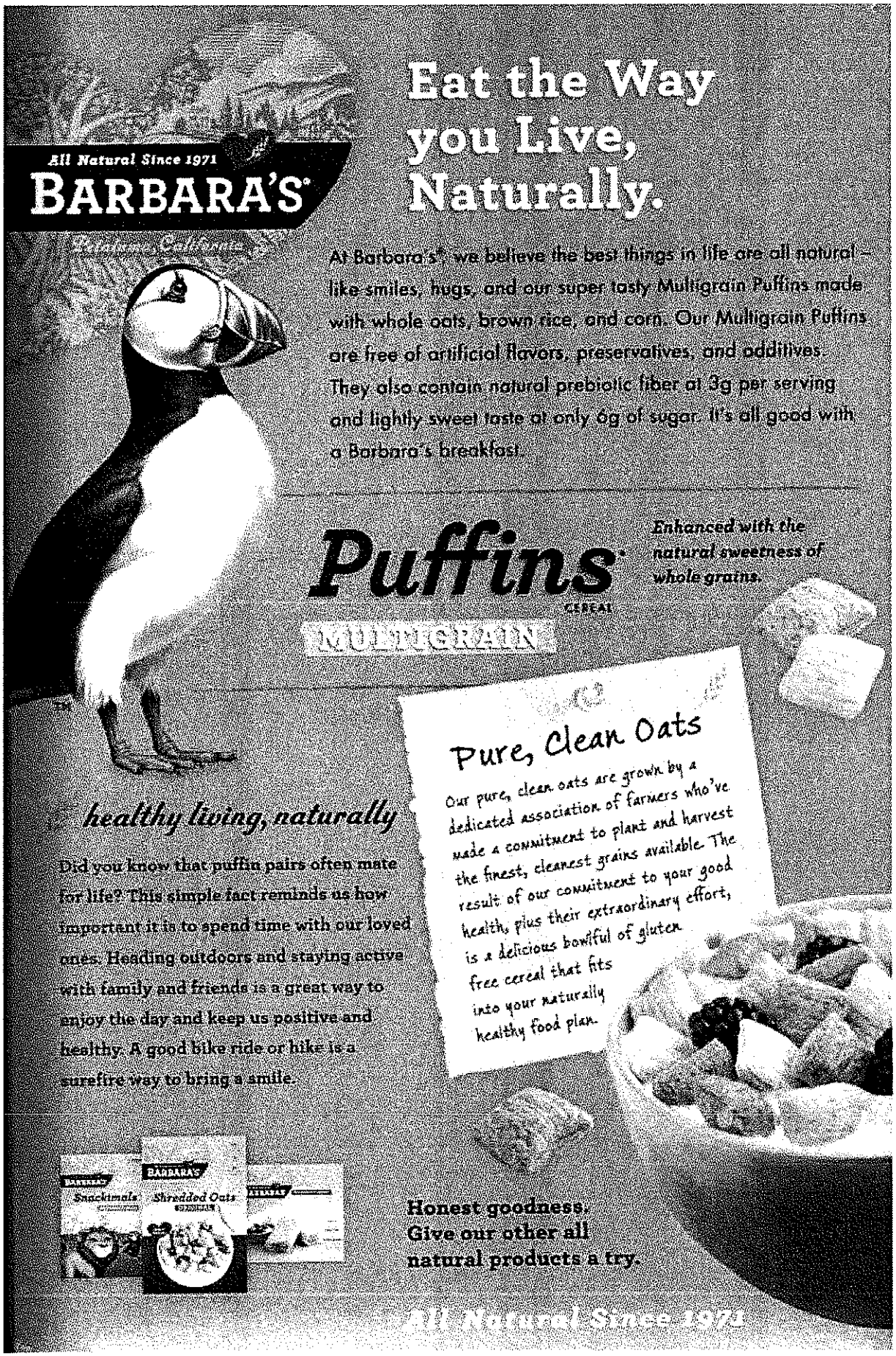
Honest goodness. Give our other all-natural products a try.

All Natural Since 1971

Silber v. Barbara's Bakery

Ex. **2-4**

Back label of Puffins Multigrain



Silber v. Barbara's Bakery

Ex. 2-5

Back label of Puffins Honey Rice

All Natural Since 1971

BARBARA'S®

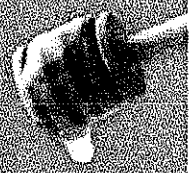
Natural cereal nourishes balanced lives.

Balancing the crunchy, sweet goodness of toasted whole grain brown rice puffs and the rich, deep amber of real honey makes for a truly delicious cereal. They are a natural pair loaded with the nutrition you need to keep active and stay healthy. Plus, they are free of artificial flavors, preservatives, or additives – because that's Barbara's® way.

Puffins® CEREAL

HONEY RICE

Honey is the original all natural sweetener.

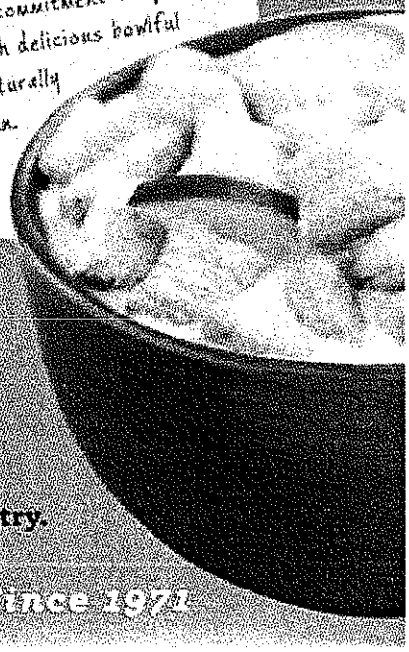


Gluten Free

Our Honey Rice Puffins are a tasty choice for those with Celiac disease or a desire to remove gluten from their diet. Our gluten free products are part of our commitment to your good health. Each delicious bowlful fits into any naturally healthy food plan.

healthy living, naturally

North Atlantic Puffins beat their wings up to 300 times per minute just to stay aloft. Wow, sure makes the idea of a long walk or heart-pumping run seem pretty easy. Don't worry, a Barbara's breakfast will give you all the energy you need to get flying!



Honest goodness. Give our other all natural products a try.

All Natural Since 1971

Silber v. Barbara's Bakery

Ex. 2-6

Back label of Puffins Peanut Butter & Chocolate

All Natural Since 1971

BARBARA'S®

A Naturally Dynamic Duo

At Barbara's®, our recipe for success is great taste and all-natural ingredients. So when our Peanut Butter Puffins met with yummy chocolate flavor, we knew we were on to something great. Creamy peanut butter and rich chocolate flavor from real cocoa make a harmoniously satisfying Puffins breakfast. Our commitment to products free of artificial flavors, preservatives, or additives makes this an amazingly good cereal. That's Barbara's way!

Puffins® CEREAL

PEANUT BUTTER & CHOCOLATE

NATURALLY FLAVORED

Peanut butter and chocolate taste with the crunchy bite of Puffins!

healthy living, naturally

In the late 19th century, the Atlantic puffin nearly vanished off the coast of Maine due to hunting. Today they maintain a thriving, healthy community. We can learn a lot from the resilient puffin and make positive decisions to lead a long and prosperous life. Having a healthy, natural Barbara's breakfast is a good start.

Peanut Butter, Meet Chocolate

Our Peanut Butter Puffins have always been a popular cereal at Barbara's. It made sense to improve upon perfection with Peanut Butter & Chocolate Puffins. This cereal can satisfy both our sweet and savory cravings. And our all natural ingredients make the indulgence guilt free. Go ahead and have a 2nd bowl!

Honest goodness. Give our other all natural products a try.

All Natural Since 1971

Silber v. Barbara's Bakery

Ex. 2-7

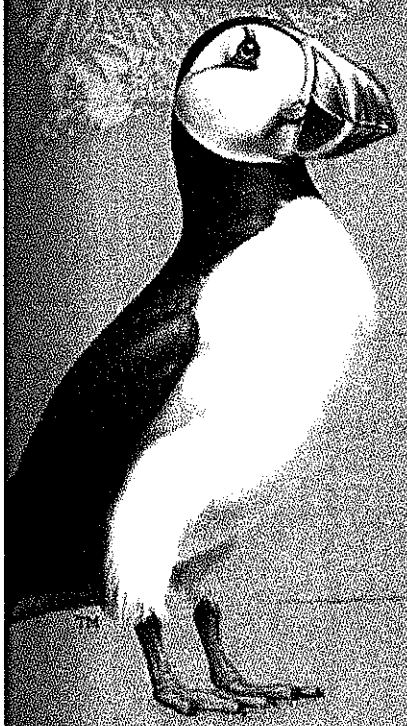
Back label of Puffins Cinnamon

All Natural Since 1971

BARBARA'S

Make Friends with All Natural Goodness.

Here at Barbara's® we think a breakfast of wholesome grains is like that invigorating feeling you get after taking a deep breath of fresh air. That's why our high fiber Cinnamon Puffins are absolute sweetness with only 6 grams of sugar and just 90 calories per serving. There are never any artificial preservatives or additives in our cereals because that's Barbara's way.



Puffins® CEREAL

CINNAMON

Wake up to comforting sweetness and a toasty crunch.

healthy living, naturally

People, like puffin birds, are simply creatures of habit. Take the breakfast challenge: review your habits and make a commitment to toss out a not-so-healthy habit – just for today. Then, challenge yourself to do it again tomorrow. Good habits are built day by day...and bowl by bowl!

Honest goodness. Give our other all natural products a try.

Puffin Trivia

Fun Facts About Our Favorite Seabird

- Puffins can live up to 20 years or more. The oldest known puffin lived to be 36.
- Female puffins lay only one egg per year and usually keep the same mate every season.
- Puffins can fly up to 55 miles per hour.
- When diving for food, a puffin can carry up to 20 fish in its beak.
- Puffins are usually 10 inches tall - the height of a quart of milk.
- The majority of a Puffin's life is spent in the open ocean.

All Natural Since 1971

Silber v. Barbara's Bakery

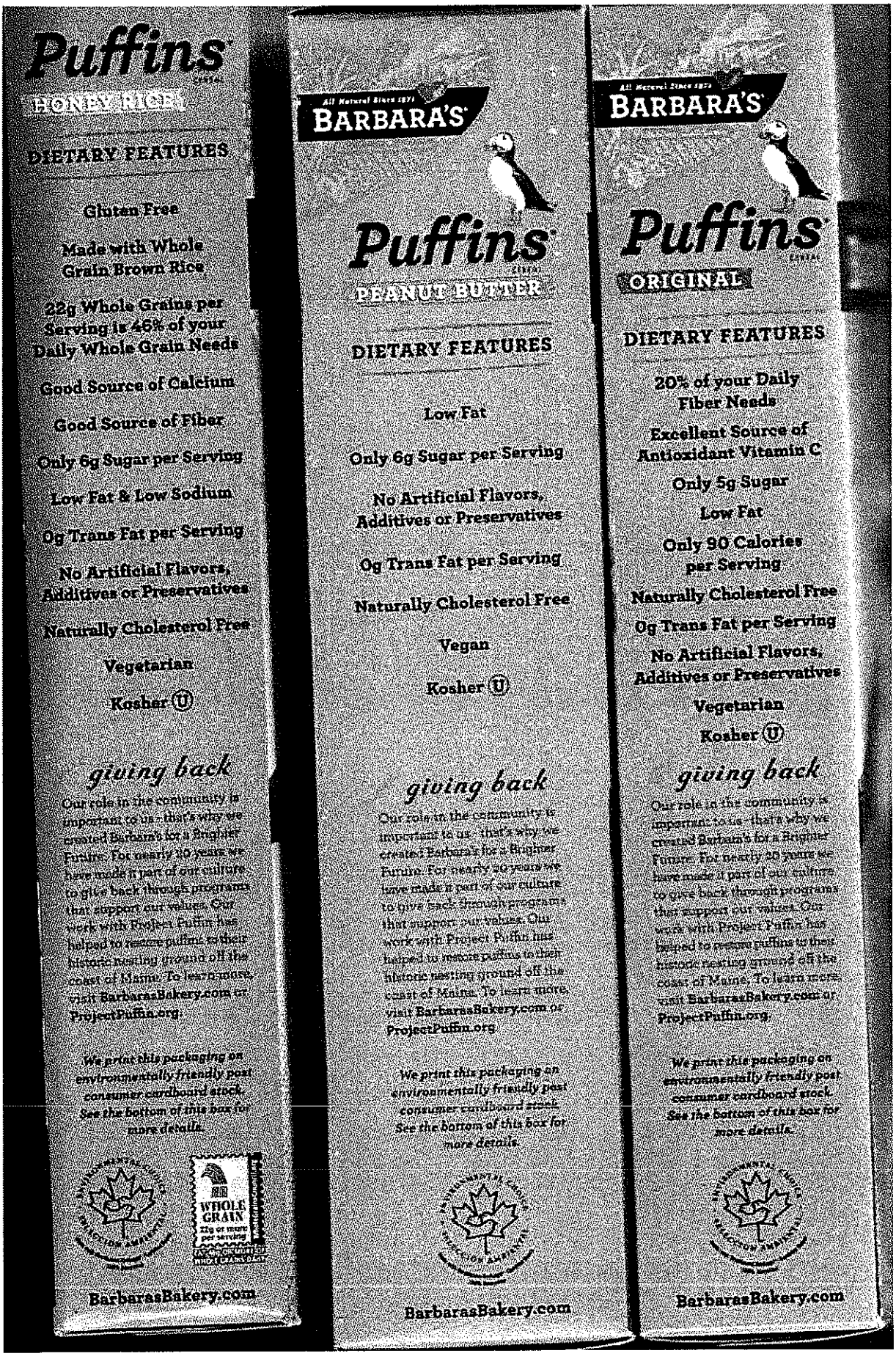
Ex. 2-8

Side labels

Silber v. Barbara's Bakery

Ex. 2-9

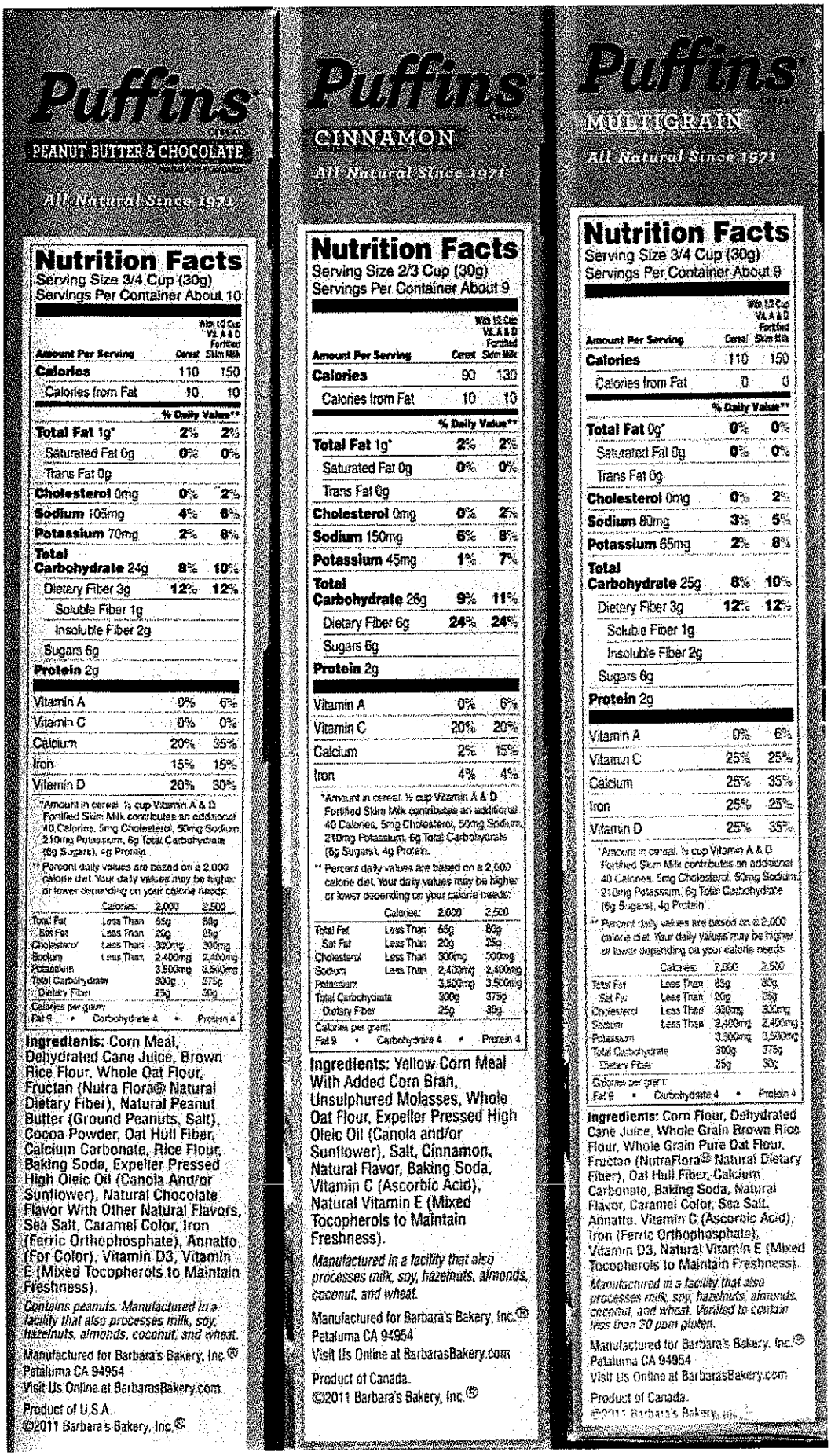
Side labels



Silber v. Barbara's Bakery

Ex. 2-10

Ingredient labels



Puffins

PEANUT BUTTER & CHOCOLATE

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g)
Servings Per Container About 10

Amount Per Serving	Cereal	With ½ Cup Vit. A & D Fortified Skim Milk
Calories	110	150
Calories from Fat	10	10
		% Daily Value**
Total Fat 1g*	2%	2%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 105mg	4%	6%
Potassium 70mg	2%	8%
Total Carbohydrate 24g	8%	10%
Dietary Fiber 3g	12%	12%
Soluble Fiber 1g		
Insoluble Fiber 2g		
Sugars 6g		
Protein 2g		
Vitamin A	0%	6%
Vitamin C	0%	0%
Calcium	20%	35%
Iron	15%	15%
Vitamin D	20%	30%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Corn Meal, Dehydrated Cane Juice, Brown Rice Flour, Whole Oat Flour, Fructan (Nutra Flora® Natural Dietary Fiber), Natural Peanut Butter (Ground Peanuts, Salt), Cocoa Powder, Oat Hull Fiber, Calcium Carbonate, Rice Flour, Baking Soda, Expeller Pressed High Oleic Oil (Canola And/or Sunflower), Natural Chocolate Flavor With Other Natural Flavors, Sea Salt, Caramel Color, Iron (Ferric Orthophosphate), Annatto (For Color), Vitamin D3, Vitamin E (Mixed Tocopherols to Maintain Freshness).

Contains peanuts. Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat.

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Puffins

CINNAMON

All Natural Since 1971

Nutrition Facts

Serving Size 2/3 Cup (30g)
Servings Per Container About 9

Amount Per Serving	Cereal	With ½ Cup Vit. A & D Fortified Skim Milk
Calories	90	130
Calories from Fat	10	10
		% Daily Value**
Total Fat 1g*	2%	2%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 150mg	6%	8%
Potassium 45mg	1%	7%
Total Carbohydrate 26g	9%	11%
Dietary Fiber 6g	24%	24%
Sugars 6g		
Protein 2g		
Vitamin A	0%	6%
Vitamin C	20%	20%
Calcium	2%	15%
Iron	4%	4%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Yellow Corn Meal With Added Corn Bran, Unsulphured Molasses, Whole Oat Flour, Expeller Pressed High Oleic Oil (Canola and/or Sunflower), Salt, Cinnamon, Natural Flavor, Baking Soda, Vitamin C (Ascorbic Acid), Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat.

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Puffins

MULTIGRAIN

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g)
Servings Per Container About 9

Amount Per Serving	Cereal	With ½ Cup Vit. A & D Fortified Skim Milk
Calories	110	150
Calories from Fat	0	0
		% Daily Value**
Total Fat 0g*	0%	0%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 80mg	3%	5%
Potassium 65mg	2%	8%
Total Carbohydrate 25g	8%	10%
Dietary Fiber 3g	12%	12%
Soluble Fiber 1g		
Insoluble Fiber 2g		
Sugars 6g		
Protein 2g		
Vitamin A	0%	6%
Vitamin C	25%	25%
Calcium	25%	35%
Iron	25%	25%
Vitamin D	25%	35%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Corn Flour, Dehydrated Cane Juice, Whole Grain Brown Rice Flour, Whole Grain Pure Oat Flour, Fructan (NutraFlora® Natural Dietary Fiber), Oat Hull Fiber, Calcium Carbonate, Baking Soda, Natural Flavor, Caramel Color, Sea Salt, Annatto, Vitamin C (Ascorbic Acid), Iron (Ferric Orthophosphate), Vitamin D3, Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat. Verified to contain less than 20 ppm gluten.

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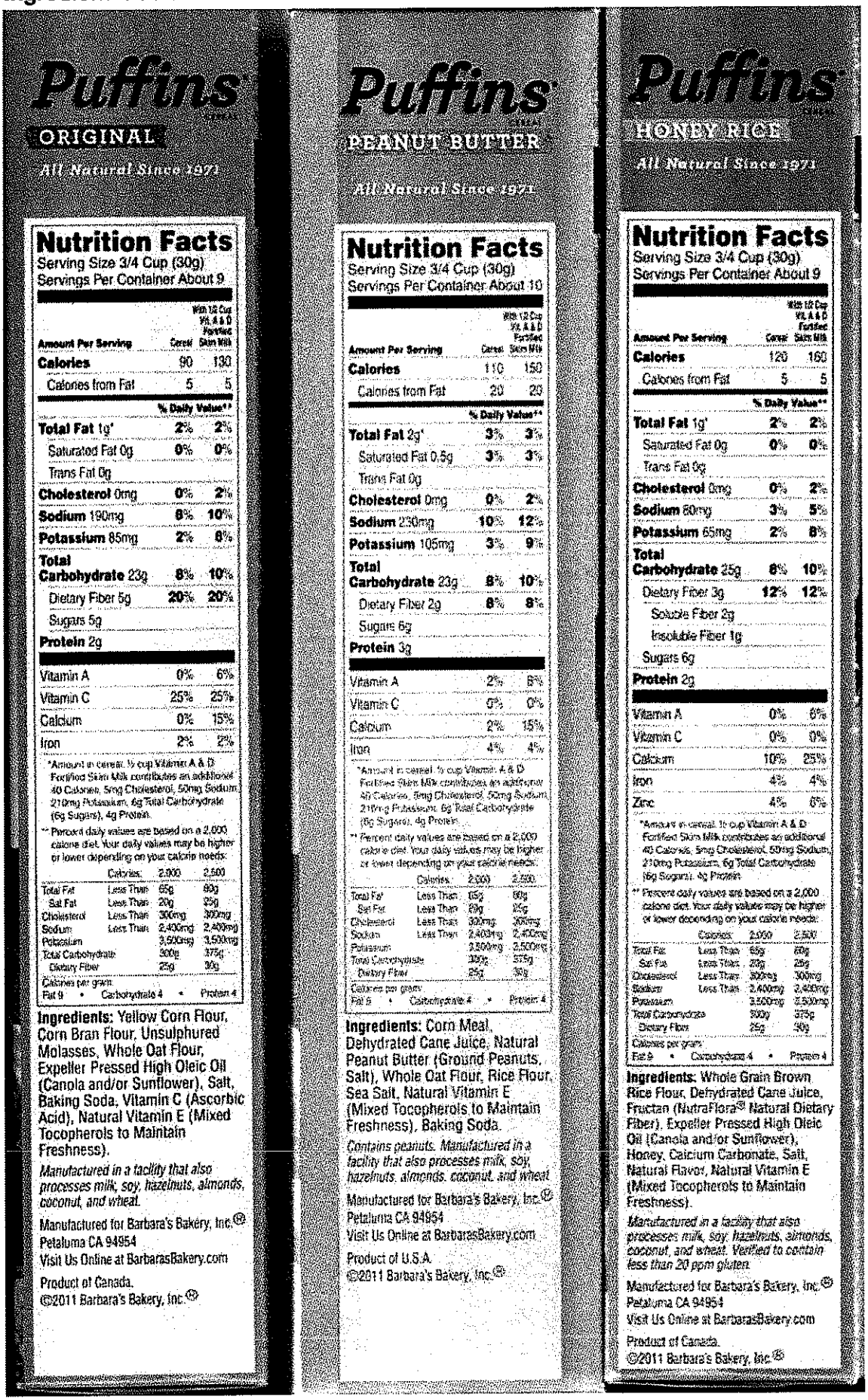
Ex. 2-11

Ingredient labels



Puffins ORIGINAL

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g)
Servings Per Container About 9

Amount Per Serving	Cereal	With 1/2 Cup Vit. A & D Fortified Skim Milk
Calories	90	130
Calories from Fat	5	5
		% Daily Value**
Total Fat 1g*	2%	2%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 190mg	8%	10%
Potassium 85mg	2%	8%
Total Carbohydrate 23g	8%	10%
Dietary Fiber 5g	20%	20%
Sugars 5g		
Protein 2g		
Vitamin A	0%	6%
Vitamin C	25%	25%
Calcium	0%	15%
Iron	2%	2%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Yellow Corn Flour, Corn Bran Flour, Unsulphured Molasses, Whole Oat Flour, Expeller Pressed High Oleic Oil (Canola and/or Sunflower), Salt, Baking Soda, Vitamin C (Ascorbic Acid), Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat.

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Puffins CEREAL PEANUT BUTTER

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g)
Servings Per Container About 10

Amount Per Serving	Cereal	With 1/2 Cup Vit. A & D Fortified Skim Milk
Calories	110	150
Calories from Fat	20	20
		% Daily Value**
Total Fat 2g*	3%	3%
Saturated Fat 0.5g	3%	3%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 230mg	10%	12%
Potassium 105mg	3%	9%
Total Carbohydrate 23g	8%	10%
Dietary Fiber 2g	8%	8%
Sugars 6g		
Protein 3g		
Vitamin A	2%	8%
Vitamin C	0%	0%
Calcium	2%	15%
Iron	4%	4%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Corn Meal, Dehydrated Cane Juice, Natural Peanut Butter (Ground Peanuts, Salt), Whole Oat Flour, Rice Flour, Sea Salt, Natural Vitamin E (Mixed Tocopherols to Maintain Freshness), Baking Soda.

Contains peanuts. Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat.

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Puffins HONEY RICE

All Natural Since 1971

Nutrition Facts

Serving Size 3/4 Cup (30g)
Servings Per Container About 9

Amount Per Serving	Cereal	With 1/2 Cup Vit. A & D Fortified Skim Milk
Calories	120	160
Calories from Fat	5	5
		% Daily Value**
Total Fat 1g*	2%	2%
Saturated Fat 0g	0%	0%
Trans Fat 0g		
Cholesterol 0mg	0%	2%
Sodium 80mg	3%	5%
Potassium 65mg	2%	8%
Total Carbohydrate 25g	8%	10%
Dietary Fiber 3g	12%	12%
Soluble Fiber 2g		
Insoluble Fiber 1g		
Sugars 6g		
Protein 2g		
Vitamin A	0%	6%
Vitamin C	0%	0%
Calcium	10%	25%
Iron	4%	4%
Zinc	4%	6%

*Amount in cereal. ½ cup Vitamin A & D Fortified Skim Milk contributes an additional 40 Calories, 5mg Cholesterol, 50mg Sodium, 210mg Potassium, 6g Total Carbohydrate (6g Sugars), 4g Protein.

** Percent daily values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Whole Grain Brown Rice Flour, Dehydrated Cane Juice, Fructan (NutraFlora® Natural Dietary Fiber), Expeller Pressed High Oleic Oil (Canola and/or Sunflower), Honey, Calcium Carbonate, Salt, Natural Flavor, Natural Vitamin E (Mixed Tocopherols to Maintain Freshness).

Manufactured in a facility that also processes milk, soy, hazelnuts, almonds, coconut, and wheat. Verified to contain less than 20 ppm gluten.

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Additional ingredient labels

Ex. 2-12

Puffin' Puffs, Fruit Medley

3/4 cup (30g)

Amount Per Serving
Calories 120 Calories from Fat 10

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 80mg	3%
Potassium 70mg	2%
Total Carbohydrate 26g	9%
Dietary Fiber <1g	12%
Sugars 7g	
Protein 2g	

Vitamin A	20%	Vitamin C	20%
Calcium	0%	Iron	2%

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: CORN FLOUR, DEHYDRATED CANE JUICE, CORN MEAL, BLUE CORN MEAL, WHOLE OAT FLOUR, FRUCTAN (NUTRAFLORA® NATURAL DIETARY FIBER), OAT HULL FIBER, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, NATURAL FLAVOR, CITRIC ACID, ANNATTO, VITAMIN C (ASCORBIC ACID), VITAMIN A (VITAMIN A PALMITATE).

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, COCONUT, AND WHEAT. *AMOUNT IN CEREAL.*

Puffins Original

3/4 cup (27g)

Amount Per Serving
Calories 90 Calories from Fat 5

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 190mg	8%
Potassium 85mg	2%
Total Carbohydrate 23g	8%
Dietary Fiber 5g	20%
Sugars 5g	
Protein 2g	

Vitamin A	0%	Vitamin C	25%
Calcium	0%	Iron	2%

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: YELLOW CORN FLOUR, CORN BRAN FLOUR, UNSULPHURED MOLASSES, WHOLE OAT FLOUR, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, BAKING SODA, VITAMIN C (ASCORBIC ACID), NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS). MADE ON EQUIPMENT THAT MANUFACTURES PRODUCTS CONTAINING WHEAT.

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS, COCONUT AND WHEAT. *AMOUNT IN CEREAL.*

Puffin Puffs, Crunchy Cocoa

3/4 cup (30g)

Amount Per Serving
Calories 120 Calories from Fat 5

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 80mg	3%
Potassium 85mg	2%
Total Carbohydrate 24g	8%
Dietary Fiber <3g	12%
Sugars 7g	
Protein 2g	

Vitamin A	0%	Vitamin C	0%
Calcium	25%	Iron	25%

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: CORN MEAL, DEHYDRATED CANE JUICE, WHOLE OAT FLOUR, COCOA POWDER, FRUCTAN (NUTRAFLORA® NATURAL DIETARY FIBER), OAT HULL FIBER, CALCIUM CARBONATE, SALT, NATURAL FLAVOR, IRON.

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, COCONUT, AND WHEAT. *AMOUNT IN CEREAL.*

Puffins Honey Rice

3/4 cup (30g)

Amount Per Serving
Calories 120 Calories from Fat 5

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 80mg	3%
Potassium 65mg	2%
Total Carbohydrate 26g	8%
Dietary Fiber 3g	12%
Sugars 6g	
Protein 2g	

Vitamin A	0%	Vitamin C	0%
Calcium	10%	Iron	4%
Zinc	4%		

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: WHOLE GRAIN BROWN RICE FLOUR, DEHYDRATED CANE JUICE, FRUCTAN (NUTRAFLORA® NATURAL DIETARY FIBER), EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), HONEY, CALCIUM CARBONATE, SALT, NATURAL FLAVOR, NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS).

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, SOY, HAZELNUTS, ALMONDS, COCONUT AND WHEAT. VERIFIED TO CONTAIN LESS THAN 20 PPM GLUTEN. *AMOUNT IN CEREAL.*

Puffins Cinnamon

3/4 cup (30g)

Amount Per Serving
Calories 90 Calories from Fat 10

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 150mg	6%
Potassium 45mg	1%
Total Carbohydrate 20g	9%
Dietary Fiber <6g	24%
Sugars 6g	
Protein 2g	

Vitamin A	0%	Vitamin C	20%
Calcium	2%	Iron	4%

*Percent Daily Values are based on a 2,000 Calorie Diet.

YELLOW CORN MEAL WITH ADDED CORN BRAN, UNSULPHURED MOLASSES, WHOLE OAT FLOUR, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), SALT, CINNAMON, NATURAL FLAVOR, BAKING SODA, VITAMIN C (ASCORBIC ACID), NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS)

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS, COCONUT AND WHEAT. *AMOUNT IN CEREAL.*

Puffins Peanut Butter

3/4 cup (30g)

Amount Per Serving
Calories 110 Calories from Fat 5

	% Daily Value*
Total Fat 2g	3%
Saturated Fat 0.5g	3%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 230mg	10%
Potassium 65mg	2%
Total Carbohydrate 23g	8%
Dietary Fiber 2g	8%
Sugars 6g	
Protein 3g	

Vitamin A	2%	Vitamin C	0%
Calcium	2%	Iron	4%

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: CORN MEAL, DEHYDRATED CANE JUICE, NATURAL PEANUT BUTTER (GROUND PEANUTS, SALT), WHOLE OAT FLOUR, RICE FLOUR, SEA SALT, NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS), BAKING SODA. CONTAINS PEANUT BUTTER.

*MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS, COCONUT AND WHEAT. *AMOUNT IN CEREAL.*

Puffins Peanut Butter and Chocolate

3/4 cup (30g)

Amount Per Serving
Calories 110 Calories from Fat 10

	% Daily Value*
Total Fat 1g*	2%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 105mg	4%
Potassium 70mg	2%
Total Carbohydrate 24g	8%
Dietary Fiber 3g	12%
Sugars 6g	
Protein 2g	

Vitamin A	0%	Vitamin C	25%
Calcium	20%	Iron	15%
Vitamin D	20%		

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: CORN MEAL, DEHYDRATED CANE JUICE, BROWN RICE FLOUR, WHOLE OAT FLOUR, FRUCTAN (NUTRA FLORA®, NATURAL DIETARY FIBER), NATURAL PEANUT BUTTER (GROUND PEANUTS, SALT), COCOA POWDER, OAT HULL FIBER, CALCIUM CARBONATE, RICE FLOUR, BAKING SODA, EXPELLER PRESSED HIGH OLEIC OIL (CANOLA AND/OR SUNFLOWER), NATURAL CHOCOLATE FLAVOR WITH OTHER NATURAL FLAVORS, SEA SALT, CARAMEL COLOR, IRON (FERRIC ORTHOPHOSPHATE), ANNATTO, VITAMINE D3, VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS).

CONTAINS PEANUT BUTTER. MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS, COCONUT AND WHEAT.

Puffins Multigrain

3/4 cup (30g)

Amount Per Serving
Calories 110 Calories from Fat 5

	% Daily Value*
Total Fat 0g*	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 80mg	3%
Potassium 65mg	2%
Total Carbohydrate 25g	8%
Dietary Fiber 3g	12%
Sugars 6g	
Protein 2g	

Vitamin A	0%	Vitamin C	25%
Calcium	25%	Iron	25%
Vitamin D	25%		

*Percent Daily Values are based on a 2,000 Calorie Diet.

INGREDIENTS: CORN FLOUR, DEHYDRATED CANE JUICE, BROWN WHOLE GRAIN RICE FLOUR, WHOLE GRAIN PURE OAT FLOUR, FRUCTAN (NUTRAFLORA® NATURAL DIETARY FIBER), OAT HULL FIBER, CALCIUM CARBONATE, BAKING SODA, NATURAL FLAVOR, CARAMEL COLOR, SALT, ANNATTO, VITAMIN C (ASCORBIC ACID), IRON (FERRIC ORTHOPHOSPHATE), VITAMIN D3, NATURAL VITAMIN E (MIXED TOCOPHEROLS TO MAINTAIN FRESHNESS).

*NO PEANUT INGREDIENTS USED IN THIS FACILITY. MANUFACTURED IN A FACILITY THAT ALSO PROCESSES MILK, HAZELNUTS, ALMONDS, COCONUT AND WHEAT. VERIFIED TO CONTAIN LESS THAN 20 PPM GLUTEN. *GLUTEN IN CEREAL.*

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CERTIFICATE OF ANALYSIS

February 10, 2012

For samples received 1-18-12 for the detection of genetically modified organisms (GMO).

Results:

Sample No.	Sample Description		GMO
0118002-RR	Barbara's Brand Puffins Cereal		
		35S	Present
		NOS	Present

Notes:
Test sample was analyzed for the presence of GMO by qualitative PCR analysis. DNA was extracted and analyzed for the presence of the 35S promoter and NOS terminator. No inhibition was observed and corn DNA was detected at normal levels.

GMO Detection Limit = 0.01%

Approved By:

Nidal Kahl, Director