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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TODD SMITH, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

ALLMAX NUTRITION, INC.; and
HBS INTERNATIONAL CORP.,
Canadian corporations,

Defendants.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

- 1. Violations of California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.***
- 2. Violations of California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.***
- 3. Violation of California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.***
- 4. Unjust Enrichment**
- 5. Breach of Express Warranty**

1 Plaintiff Todd Smith ("Plaintiff"), on behalf of himself and all others similarly situated,
2 through his undersigned attorneys, state as follows for his Class Action Complaint and Jury Demand
3 against Defendants Allmax Nutrition, Inc. ("Allmax") and HBS International Corp ("HBS"):

4 **NATURE OF THIS ACTION**

5 1. This is a consumer class action brought by Plaintiff on behalf of himself and all others
6 similarly situated who purchased the dietary supplement Allmax Nutrition Isoflex (the "Products")
7 from Defendants.

8 2. Defendants engaged in unfair and/or deceptive business practices by misrepresenting
9 the nature and quality of the Products on the Products' labeling, and were unjustly enriched.

10 **PARTIES**

11 3. Plaintiff is a resident of Fresno, California who purchased the Products from the
12 Vitamin Shoppe, a retail store located in Fresno, California.

13 4. Defendant Allmax Nutrition, Inc. ("Allmax") is a Canadian corporation with its
14 principal place of business in Toronto, Ontario. Allmax is a supplier of bodybuilding and sports
15 nutrition supplements in the United States and Canada.

16 5. Defendants HBS International Corp. ("HBS") is a Canadian corporation with its
17 principal place of business in Toronto, Ontario. HBS also maintains an office in Carson City, Nevada.
18 Upon information and belief, HBS is a wholly-owned subsidiary of Allmax and distributes Allmax's
19 line of products in the United States and Canada for purchase at a variety of retailers.

20 **JURISDICTION AND VENUE**

21 6. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C.
22 § 1332(d), because the combined claims of the proposed class members exceed \$5,000,000 and
23 because Defendants are Canadian citizens, whereas as Plaintiff and Class members are United States
24 citizens.

25 7. This Court has personal jurisdiction over Defendants because they have personally
26 availed themselves of the benefits and protections afforded by California law by marketing and
27 distributing the Products for sale to consumers within this District.

28 8. Venue is proper in this District pursuant to: (1) 28 U.S.C. § 1391(b)(2) in that a

1 substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District; and
2 28 U.S.C. § 1391(b)(3) in that Defendants are subject to personal jurisdiction in this District.

3 **GENERAL ALLEGATIONS**

4 9. Sales of whey protein products are expected to grow 62% to reach U.S. \$7.8 billion in
5 2018.¹ However, due to the high level of competition in the market and the escalating price of
6 wholesale whey protein, sellers' profit margins are slim.

7 10. In such a competitive business environment, Defendants make an effort to differentiate
8 the Products by including added complexes that make false claims to entice consumers to choose the
9 Products over competitors' products.

10 11. Defendants designed, manufactured, warranted, advertised and sold the Products
11 throughout the United States, and continue to do so.

12 **Defendants' Misleading Labeling of the Products**

13 12. Due to the highly competitive protein supplement industry, Defendants make false
14 claims about the Products to differentiate them from competing protein products.

15 13. Defendants misled the Plaintiff and Class Members by stating that the Products contain
16 two complexes, NOS Complex and Glutamine Complex:

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¹ Available at <http://www.euromonitor.com/sports-nutrition-in-the-us/report> (Last visited May 14, 2015).



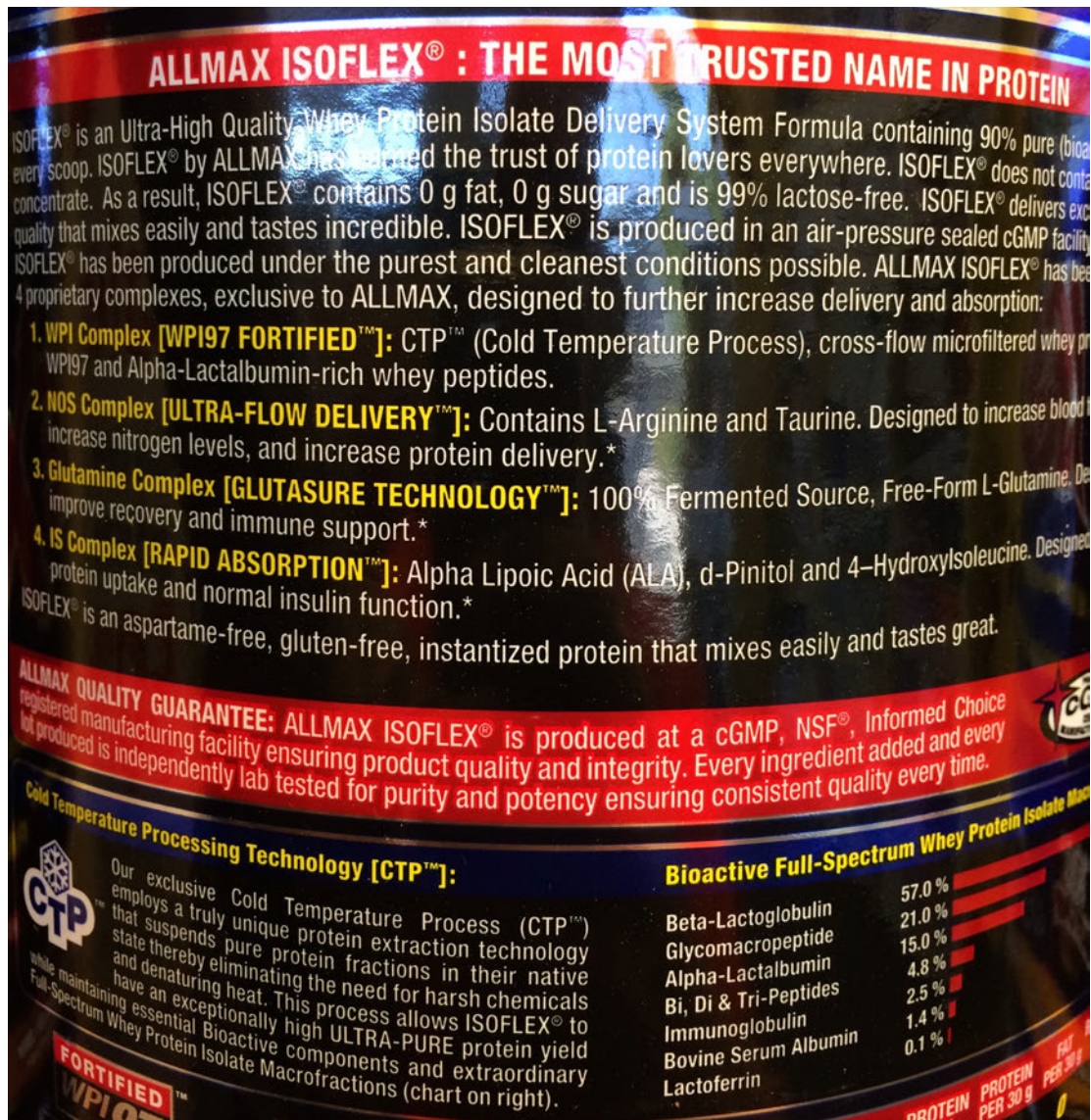
14. The “NOS-Complex” is allegedly supposed to contain the free-form amino acids L-Arginine and L-Taurine. However, after scientific testing, the Products do not contain either of these free-form amino acids. The “Glutamine Complex” is allegedly supposed to contain the free-form amino acid L-Glutamine. However, after scientific testing, the Products do not contain the free form

amino acid L-Glutamine. See **Exhibit A**.

15. The Products have the statement “Contains L-Arginine and Taurine.” Designed to increase blood flow, increase nitrogen levels, and increase protein delivery.” Because Isoflex does not contain these free-form amino acids, these label claims are false and misleading.

16. The Products also have the statement “Free-Form L-Glutamine Designed to improve recovery and immune support.” Because the Products do not contain the free-form amino acid L-Glutamine, this label claim is false and misleading.

17. Defendants’ claim – “Contains L-Arginine and Taurine. Designed to increase blood flow, increase nitrogen levels, and increase protein delivery” – regarding the NOS Complex is false due to the lack of claimed ingredients:



1 18. Defendants' claim – "Free-Form L-Glutamine Designed to improve recovery and
2 immune support" – regarding the Glutamine Complex is also false due to the lack of claimed
3 ingredients.

4 19. Even if there were L-Glutamine added to the Products, which there is not, the claims
5 regarding this complex would still be false and misleading.

6 20. "Recovery" in bodybuilding is the process of the trained muscles to recuperate and
7 grow after resistance training. This process enables the body to undergo muscle growth.

8 21. In one study, Glutamine failed to affect muscle protein kinetics of the subjects.²

9 22. Another study in healthy humans, glutamine was continuously infused for 2.5 hours at a
10 rate corresponding to 0.4 grams/kg and revealed that glutamine provision did neither stimulate muscle
11 protein synthesis.³

12 23. There is a study that investigated the effect of L-glutamine supplementation on the
13 plasma and muscle tissue glutamine concentrations of exercise-trained rats immediately and three
14 hours after a single exercise session until exhaustion. Rats were subjected to 60 minutes of swimming
15 exercise daily for six weeks. During the final three weeks, one group was given a daily dose of L-
16 glutamine (1 gram/kg). The plasma and muscle glutamine levels were higher than placebo during the
17 post-exhaustive recovery period; however, this increase had no effect on exercise swim test to
18 exhaustion performance, suggesting that elevations in plasma and muscle glutamine levels have no
19 benefit on muscle performance.⁴

20 24. A study was conducted to assess the effect of oral glutamine supplementation combined
21 with resistance training in young adults. Subjects received either placebo (0.9 grams/kg fat-free
22 mass/day of maltodextrin) or L-glutamine (0.9 grams/kg fat-free mass/day) during six weeks of
23 resistance training. Results showed that muscle strength and torque, fat-free mass, and urinary 3-

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25 ² Gore D, Wolfe R. Glutamine supplementation fails to affect muscle protein kinetics in critically ill
patients. *JPEN J Parenter Enteral Nutr*, 2002, 26:342-49.

26 ³ Svanberg E, Moller-Loswick A, Matthews D, Korner U, Lundholm K. The effect of glutamine on
27 protein balance and amino acid flux across arm and leg tissues in healthy volunteers. *Clin Physiol*,
2001, 4:478-89.

28 ⁴ Rogero M, Tirapequi J, Pedrose R, Castro I, Pires I. Effect of alanyl-glutamine supplementation on
plasma and tissue glutamine concentrations in rats submitted to exhaustive exercise. *Nutrition*, 2006,
22:564-71.

1 methyl histidine (a marker of muscle protein degradation) all significantly increased with training, but
2 were not different between groups. This study demonstrated that L-glutamine supplementation during
3 resistance training had no significant effect on muscle performance, body composition, or muscle
4 protein degradation in young healthy adults.⁵

5 25. A study was performed to examine the effects of a combination of effervescent
6 creatine, ribose, and glutamine on muscle strength, endurance, and body composition in resistance-
7 trained men. Subjects performed resistance training while ingesting either placebo or the experimental
8 supplement (5 grams of creatine, 3 grams of glutamine, and 2 grams ribose), for eight weeks. Both
9 groups significantly improved muscle strength and endurance and fat-free mass, yet groups were not
10 significantly different from one another. Therefore, the experimental supplement, which included
11 glutamine, was no more effective than placebo in improving skeletal muscle adaptation to resistance
12 training.⁶

13 26. Another study sought to determine the effects of eight weeks of creatine monohydrate
14 and glutamine supplementation on body composition and performance measures. Subjects were
15 randomly assigned to receive either placebo for eight weeks, creatine monohydrate (0.3 grams/kg/day
16 for one week and then 0.03 grams/kg/day for seven weeks) or the same dose of creatine in addition to
17 4 grams of glutamine/day while engaged in a resistance training program. Body mass and fat-free
18 mass increased in the creatine and creatine + glutamine groups at a greater rate than with placebo.
19 Additionally, the two experimental groups underwent a significantly greater improvement in the initial
20 rate of muscle power production compared to placebo. These results suggest that the creatine and
21 creatine + glutamine groups were equally effective in producing skeletal adaptation to resistance
22 training and that glutamine apparently had no preferential effect in augmenting the results.⁷

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25 ⁵ Candow D, Chilibeck P, Burke D, Davison K, Smith-Palmer T. Effect of glutamine supplementation
combined with resistance training in young adults. *Eur J Appl Physiol*, 2001, 86:142-49.

26 ⁶ Falk D, Heelan K, Thyfault J, Koch A. Effects of effervescent creatine, ribose, and glutamine
27 supplementation on muscle strength, muscular endurance, and body composition. *J Strength Cond*
Res, 2003, 17:810-16.

28 ⁷ Lehmkuhl M, Malone M, Justice B, Trone G, Pistilli E, Vinci D, Haff E, Kilgore L, Haff G. The
effects of 8 weeks of creatine monohydrate and glutamine supplementation on body composition and
performance measures. *J Strength Cond Res*, 2003, 17:425-38.

1 27. A study was performed to determine if high-dose glutamine ingestion affected
2 weightlifting performance. In a double-blind, placebo-controlled, crossover study resistance-trained
3 men performed weightlifting exercises one hour after ingesting placebo (calorie-free fruit juice) or
4 glutamine (0.3 g/kg) mixed with calorie-free fruit juice. Results demonstrated no significant
5 differences in weightlifting performance (maximal repetitions on the bench press and leg press
6 exercises), indicating that the short-term ingestion of glutamine did not enhance weightlifting
7 performance in resistance-trained men.⁸

8 28. Similarly, a study sought to determine whether glutamine ingestion influenced acid-
9 base balance and improved high-intensity exercise performance. Trained males performed five
10 exercise bouts on a cycle ergometer at 100% of VO₂ peak. The first four bouts were 60 seconds in
11 duration, while the fifth bout was continued to fatigue. Each bout was separated by 60 seconds of
12 recovery. The exercise bouts were initiated 90 minutes after ingesting either placebo or 0.3 grams/kg
13 of glutamine. Results showed that blood pH, bicarbonate, and lactate, along with time to fatigue, were
14 not significant different between supplement conditions indicating that the acute ingestion of L-
15 glutamine did not enhance either buffering potential or high-intensity exercise performance in trained
16 males.⁹

17 29. Another study determined whether oral glutamine, alone or in combination with
18 hyperoxia, influenced oxidative metabolism and cycle time-trial performance in men. Subjects
19 ingested either placebo or 0.125 grams/kg of glutamine one hour before completing a brief high-
20 intensity time-trial (approximately four minutes in duration). Results indicated no significant
21 difference in pulmonary oxygen uptake during the exercise test, thereby indicating no effect of
22 glutamine ingestion either alone or in combination with hyperoxia, and thus no limiting effect of the
23 tricarboxylic acid intermediate pool size, on oxidative metabolism and performance during exercise.¹⁰

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26 ⁸ Antonio J, Sanders M, Kalman D, Woodgate D, Street C. The effects of high-dose glutamine
ingestion on weightlifting performance. *J Strength Cond Res*, 2002, 16:157-60.

27 ⁹ Haub M, Pottleiger J, Nau K, Webster M, Zebas C. Acute L-glutamine ingestion does not improve
maximal effort exercise. *J Sports Med Phys Fitness*, 1998, 38:240-44.

28 ¹⁰ Marwood S, Botwell J. No effect of glutamine supplementation and hyperoxia on oxidative
metabolism and performance during high-intensity exercise. *J Sports Sci*, 2008, 26:1081-90.

1 30. In a consensus statement in 2011, it did not recommend L-glutamine supplements for
2 sports and exercise.¹¹

3 31. Also, Defendants' claim regarding Glutamine improving immunity has also been
4 shown to be false.

5 32. A study showed that it was determined that oral glutamine supplementation did not
6 have any effect on blood leukocyte or lymphocyte counts (indicators of immunity support).¹²

7 33. Another study concluded that, although the glutamine hypothesis may explain
8 immunodepression related to other stressful conditions such as trauma and burn, plasma glutamine
9 concentration is not likely to play a mechanistic role in exercise-induced immunodepression.¹³

10 34. Defendants also claim that the Product contains 4617 mg of Glutamine, however, the
11 Product does not contain any Glutamine, but rather its closely related chemical cousin Glutamic Acid:

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25 ¹¹ Walsh NP, Gleeson M, Pyne DB, Nieman DC, Dhabhar FS, Shephard RJ, Oliver SJ, Bermon S,
26 Kajeniene A. Position statement. Part two: maintaining immune health. *Exerc Immunol Rev.*
2011;17:64–103.

27 ¹² Yalcin SS, et al. Effect of glutamine supplementation on lymphocyte subsets in children with acute
diarrhea. *Turk J Pediatr.* 2010 May-Jun;52(3): 262-6.

28 ¹³ Hiscock N, Pedersen BK. Exercise-induced immunodepression– plasma glutamine is not the link. *J Appl Physiol.* 2002;93:813–822.

Essential Amino Acids (EAA)	
Branched-Chain Amino Acids (BCAA)	
L-Leucine	2889 mg
L-Valine	1512 mg
L-Isoleucine	1674 mg
L-Histidine	432 mg
L-Lysine	2997 mg
L-Methionine	594 mg
L-Phenylalanine	756 mg
L-Threonine	1755 mg
L-Tryptophan	459 mg
L-Alanine	1377 mg
L-Arginine	567 mg
L-Aspartic Acid	2835 mg
L-Cysteine	648 mg
L-Glutamine	4617 mg
L-Glycine	432 mg
L-Hydroxyproline	27 mg
L-Proline	1485 mg
L-Serine	1188 mg
L-Tyrosine	756 mg
TOTAL	27,000 mg

Protein value calculated on "as dry basis".

35. Defendants used the above-referenced statements when they marketed, advertised, and promoted the Products on their website and in other materials, and continue to do so.

36. Defendants' labeling, marketing, and advertising of the Products causes real harm to consumers who are looking for added features to their whey protein product.

37. The difference between the products Defendants expressly and/or implicitly purport to deliver and the Products actually delivered is significant. The amount of added compounds provided by the Products directly affects its value to reasonable consumers. Because of Defendants' practices,

1 such consumers are misled and deceived into paying an inflated price for Defendants' Products.

2 38. The FDA promulgated regulations for compliance with the FDCA and DSHEA at 21
3 C.F.R. 101, *et seq.* These regulations require all ingredients to be listed on the label of dietary
4 supplements sold to the public. 21 C.F.R. 101.4.

5 39. Defendants' deceptive statements violate 21 U.S.C. § 343(a)(1), which deems food
6 (including nutritional supplements) misbranded when the label contains a statement that is "false or
7 misleading in any particular."

8 40. California prohibits the misbranding of food in a way which parallels the FDCA
9 through the "Sherman Law", Cal. Health & Saf. Code § 109875, *et seq.* The Sherman Law provides
10 that food is misbranded "if its labeling is false or misleading in any particular." *Id.*

11 41. The Sherman Law explicitly incorporates by reference "[a]ll food labeling regulations
12 and any amendments to those regulations adopted pursuant to the FDCA," as the food labeling
13 regulations of California Cal. Health & Saf. Code, § 110100, subd. (a).

14 42. Defendant's claims are misleading to consumers in violation of 21 U.S.C. § 343, which
15 states, "A food shall be deemed to be misbranded—False or misleading label [i]f its labeling is false or
16 misleading in any particular."

17 43. Further, federal statutes and regulations require that all ingredients added to a food
18 product for their functional effect to be listed in descending order of predominance. *See* 21 U.S.C. §
19 343(i); 21 C.F.R. §§ 101.2, 101.4, 101.100(a)(3)(ii)(c). Failure to list an ingredient, or listing
20 ingredients which are not contained in a product, shall render a food misbranded and therefore its sale
21 will be deemed unlawful. 21 U.S.C. §§ 343(a), 331(a). The above laws, and all regulations enacted
22 pursuant thereto, are incorporated into California's Sherman Law. Thus, a violation of federal food
23 labeling laws is an independent violation of California law and actionable as such.

24 44. The introduction of misbranded food into interstate commerce is prohibited under the
25 FDCA and all state parallel statutes cited in this Class Action Complaint.

26 45. Plaintiff and Class Members would not have purchased the Products, or would have not
27 paid as much for the Products, had they known the truth about the mislabeled and falsely advertised
28 Products.

CLASS ACTION ALLEGATIONS

46. Plaintiff brings this action individually and as representatives of all those similarly situated pursuant to Rule 23 of the Fed. R. Civ. P. on behalf of the class and subclass (“the Classes”). The Classes are defined as follows:

1. **National Class:** All persons in the United States who purchased the Products at any time during the four years before the date of filing of this Complaint to the present.

2. **California Subclass:** All persons in the State of California who purchased the Products at any time during the four years before the date of filing of this Complaint to the present.

47. Excluded from the Classes are Defendants, any entity in which Defendants have a controlling interest or which has a controlling interest in Defendants, and Defendants’ legal representatives, assignees, and successors. Also excluded are the judge to whom this case, any member of the judge’s immediate family, and the courtroom staff.

48. The Classes are so numerous that joinder of all members is impracticable. On information and belief, the Classes have more than 10,000 members. Moreover, the disposition of the claims of the Classes in a single action will provide substantial benefits to all parties and the Court.

49. There are numerous questions of law and fact common to Plaintiff and members of the Classes. These common questions of law and fact include, but are not limited to, the following:

- a. The true nature of the ingredients in the Products;
- b. Whether the marketing, advertising, packaging, labeling, and other promotional materials for the Products are deceptive;
- c. Whether Defendants’ actions violate California’s Unfair Competition Law, Business and Professions Code §17200, *et seq.* (the “UCL”);
- d. Whether Defendants’ actions violate California’s False Advertising Law, Business and Professions Code §17500, *et seq.* (the “FAL”);
- e. Whether Defendants’ actions violate California’s Consumers Legal Remedies Act, Civil Code §1750, *et seq.* (the “CLRA”);

1 f. Whether Defendants were Unjustly Enriched at the expense of the Plaintiff and
2 Class Members; and

3 g. Whether Defendants Breached an Express Warranty to Plaintiff.

4 50. Plaintiff's claims are typical of the claims of the Classes. Plaintiff's claims, like the
5 claims of the Classes, arise out of the same common course of conduct by Defendants and are based
6 on the same legal and remedial theories.

7 51. Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff has
8 retained competent and capable attorneys with significant experience and complex and class action
9 litigation, including consumer class actions. Plaintiff and his counsel are committed to prosecuting
10 this action vigorously on behalf of the Classes and have the financial resources to do so. Neither
11 Plaintiff nor his counsel has interests that are contrary to or that conflict with those of the proposed
12 Classes.

13 52. Defendants have engaged in a common course of conduct toward Plaintiff and
14 members of the Classes. The common issues arising from this conduct that affect Plaintiff and
15 members of the Classes predominate over any individual issues. Adjudication of these common issues
16 in a single action has important and desirable advantages of judicial economy.

17 53. A class action is the superior method for the fair and efficient adjudication of this
18 controversy. Class-wide relief is necessary to compel Defendants to keep such adulterated and
19 misbranded products out of the market and to compensate those who have mislead into purchase of the
20 Product. The interests of individual members of the Classes in individually controlling the prosecution
21 of separate claims against Defendants are small because the damages in an individual action are small.
22 Management of these claims is likely to present significantly fewer difficulties than are presented in
23 many class claims because Defendants acted or failed to act on grounds generally applicable to the
24 Classes. Class treatment is superior to multiple individual suits or piecemeal litigation because it
25 conserves judicial resources, promotes consistency and efficiency of adjudication, provides a forum
26 for small claimants, and deters illegal activities. There will be no significant difficulty in the
27 management of this case as a class action.

28 54. Defendants have acted on grounds generally applicable to the Classes, thereby making

1 final injunctive relief and corresponding declaratory relief with respect to the Class appropriate on a
2 class wide basis.

3 **FIRST CAUSE OF ACTION**

4 **Violation of the California Consumers Legal Remedies Act, Cal. Civ. Code §1750, *et. seq.***

5 **(On Behalf of the California Subclass Members)**

6 55. Plaintiff incorporates all preceding factual allegations as if fully set forth herein.

7 56. Plaintiff and each member of the Class is a “consumer” as that term is defined by Cal.
8 Civ. Code § 1761(d).

9 57. The Products are “goods” as that term is defined by Cal. Civ. Code § 1761(a).

10 58. Defendants are “persons” as defined by Cal. Civ. Code § 1761(c).

11 59. Plaintiff’s purchase of the Products are “transactions” as defined by Cal. Civ. Code §
12 1761(e).

13 60. Plaintiff and members of the Class are consumers who purchased the Products for
14 personal use within the applicable statute of limitations period.

15 61. Plaintiff has standing to pursue this cause of action because Plaintiffs have suffered
16 injury-in-fact and has lost money or property as a result of Defendants’ actions as set forth here.

17 62. Plaintiff and Class members purchased the Products in reliance on Defendants’ labeling
18 and marketing claims.

19 63. Defendants’ practices constitute violations of Cal. Civ. Code § 1770 in at least the
20 following respects:

21 a. in violation of §1770(a)(2), Defendants misrepresented the source of the
22 Products (containing L-Arginine, Taurine, and L-Glutamine when they did not);

23 b. in violation of §1770(a)(5), Defendants represented that the Products have
24 characteristics, ingredients, and benefits (containing L-Arginine, Taurine, and L-Glutamine) which
25 they do not have (because they do not contain these free-form amino acids);

26 c. in violation of §1770(a)(7), Defendants represented that the Products are of a
27 particular standard, quality or grade (containing L-Arginine, Taurine, and L-Glutamine) when they are
28 of another (do not contain these free-form amino acids);

1 d. in violation of §1770(a)(9), Defendants have advertised the Products
2 (containing L-Arginine, Taurine, and L-Glutamine) with the intent not to sell them as advertised (not
3 containing these free-form amino acids); and

4 e. in violation of §1770(a)(16), Defendants represented that the Products have
5 been supplied in accordance with previous representations (containing L-Arginine, Taurine, and L-
6 Glutamine), when they were not (not containing these free-form amino acids).

7 64. Defendants knew or should have known that their representations of fact are material
8 and likely to mislead consumers.

9 65. Defendants' practices, acts, and course of conduct in marketing and selling the Products
10 are likely to mislead a reasonable consumer acting reasonably under the circumstances to his or her
11 detriment. Like Plaintiff, members of the Class would not have purchased the Products had they
12 known the true nature of the Products.

13 66. Plaintiff and members of the Class have been directly and proximately damaged by
14 Defendants' actions.

15 67. In conjunction with filing this Complaint, Plaintiff's Counsel mailed to Defendants, by
16 certified mail, return receipt requested, the written notice required by Civil Code §1782(a). Should
17 Defendants fail to respond within thirty days of receipt, Plaintiff will amend this Complaint to seek
18 damages under the CLRA.

19 68. Defendants have engaged in, and continue to engage in, business practices in violation
20 of the CLRA by continuing to make false and misleading representations on their labeling of the
21 Products.

22 69. These business practices are misleading and/or likely to mislead consumers and should
23 be enjoined.

24 **SECOND CAUSE OF ACTION**

25 **Violation of the California False Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.***

26 **(On Behalf of the California Subclass Members)**

27 70. Plaintiff incorporates all preceding factual allegations as if fully set forth herein.

28 71. Plaintiff and the Class have standing to pursue a cause of action under the FAL because

1 Plaintiff and members of the Class have suffered an injury-in-fact and lost money as a result of
2 Defendants' actions as set forth herein.

3 72. Defendants advertised, marketed, and otherwise disseminated misleading information
4 to the public through the product labels.

5 73. Defendants continue to disseminate such statements.

6 74. Defendants' statements are misleading.

7 75. Defendants know that these statements are misleading, or could have discovered their
8 misleading nature with the exercise of reasonable care.

9 76. Plaintiff and Class members relied on Defendants' marketing and labeling.

10 77. Defendants' actions violate the FAL.

11 78. As a direct and proximate result of Defendants' actions, as set forth herein, Defendants
12 have received ill-gotten gains and/or profits, including but not limited to money from Plaintiff and
13 Class members who paid for the Products. Therefore, Defendants have been unjustly enriched.

14 79. Plaintiff and Class members seek injunctive relief, restitution, and disgorgement of
15 Defendants' ill-gotten gains as provided for by Cal. Bus. & Prof. Code §17535.

16 80. Plaintiff and Class members seek injunctive relief to compel Defendants from
17 continuing to engage in these wrongful practices in the future. No other adequate remedy at law exists.
18 If an injunction is not ordered, Plaintiff and Class members will suffer irreparable harm and/or injury.

19 **THIRD CAUSE OF ACTION**

20 **Violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.***

21 **(On Behalf of the California Subclass Members)**

22 81. Plaintiff incorporates all preceding factual allegations as if fully set forth herein.

23 82. Plaintiff and the Class have standing to pursue a cause of action for unfair competition
24 under the UCL because Plaintiff and members of the Class have suffered an injury-in-fact and lost
25 money as a result of Defendants' actions as set forth herein.

26 83. Defendants' conduct is unfair in that it in that it offends established public policy
27 and/or is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to Plaintiff and
28 Class members. The harm to Plaintiff and Class members arising from Defendants' conduct

1 outweighs any legitimate benefit Defendant derived from the conduct. Defendants' conduct
2 undermines and violates the stated spirit and policies underlying the CLRA, FAL, and federal laws and
3 regulations as alleged herein.

4 84. Defendants' conduct is unlawful in that it violates California's Sherman Food Drug &
5 Cosmetic Act, the FAL, and the CLRA, and have failed to properly label the Products in accordance
6 with 21 C.F.R. 101, *et seq.*

7 85. Defendants' actions and practices constitute "fraudulent" business practices in violation
8 of the UCL because, among other things, they are likely to deceive reasonable consumers. Plaintiff
9 relied on Defendants' representations and omissions.

10 86. Defendants' actions have caused economic injury to Plaintiffs and Class members.
11 Plaintiff and Class members would not have purchased the Products had they known the true nature of
12 the Products.

13 87. Pursuant to Bus. & Prof. Code §17203, Plaintiff and Class members seek an injunction
14 enjoining Defendants from continuing to market, advertise, and sell the Products without first
15 complying with federal and state law and to prevent Defendants from continuing to engage in unfair
16 competition or any other act prohibited by law.

17 88. Plaintiff and Class members also seek an order requiring Defendants to make full
18 restitution and disgorgement of their ill-gotten gains of all money wrongfully obtained from Plaintiff
19 and Class members as permitted by Bus. & Prof. Code §17203.

20 **FOURTH CAUSE OF ACTION**

21 **Unjust Enrichment**

22 **(On Behalf of the Classes)**

23 89. Plaintiff incorporates all preceding factual allegations as if fully set forth herein.

24 90. Plaintiff and Class Members conferred benefits on Defendants by purchasing the
25 Products.

26 91. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiff
27 and Class Members' purchases of the Products. Retention of those monies under these circumstances
28 is unjust and inequitable because Defendants' labeling of the Products was misleading to consumers,

1 which caused injuries to Plaintiff and Class Members because they would have not purchased the
2 Products, or would not have paid as much for them, if the true facts would have been known.

3 92. Because Defendants' retention of the non-gratuitous benefits conferred on them by
4 Plaintiff and Class Members is unjust and inequitable, Defendants must pay restitution to Plaintiff and
5 the Class Members for their unjust enrichment, as ordered by the Court.

6 **FIFTH CAUSE OF ACTION**

7 **Breach of Express Warranty**

8 **(On Behalf of the Classes)**

9 94. Plaintiff incorporates all preceding factual allegations as if fully set forth herein.

10 95. Plaintiff and each member of the Classes formed a contract with Defendants at the time
11 Plaintiff and the other Class members purchased the Products. The terms of the contract includes the
12 promises and affirmations of fact made by Defendants on the Products' packaging and through
13 marketing and advertising, as described above. This labeling, marketing, and advertising constituted
14 express warranties and became part of the basis of bargain, and are part of the standardized contract
15 between Plaintiff and the members of the Classes and Defendants.

16 96. Defendants purport through its advertising, labeling, marketing, and packaging to create
17 an express warranty that the Products contained specific amounts and effects of the "Glutamine" and
18 "NO" Complexes.

19 97. Plaintiff and the Classes performed all conditions precedent to Defendants' liability
20 under this contract when they purchased the Products.

21 98. Defendants breached express warranties about the Products and their qualities because
22 Defendants' statements about the Products were false and the Products do not conform to Defendants'
23 affirmations and promises described above. Plaintiff and the Class Members would not have
24 purchased the Products had they known the true nature of the Products' ingredients and what the
25 Products did and did not contain.

26 99. As a result of Defendants' breach of warranty, Plaintiff and Class Members have been
27 damaged in the amount of the purchase price of the Products and any consequential damages resulting
28 from their purchases.

PRAYER FOR RELIEF

Plaintiff requests the following relief:

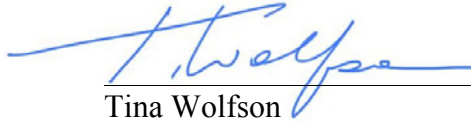
- A. Certification of the proposed National Class;
- B. Certification of the proposed California Subclass;
- C. Appointment of Plaintiff as class representative;
- D. Appointment of the undersigned counsel as counsel for the Classes;
- E. A declaration that Defendants' actions complained of herein violate the California consumer protection statutes;
- F. A declaration that Defendants were unjustly enriched;
- G. A declaration that Defendants breached an express warranty to Plaintiff;
- H. An order enjoining Defendants from engaging in the unlawful conduct set forth herein;
- I. An order compelling Defendants to conduct corrective advertising;
- J. An order requiring Defendants to make full restitution and disgorgement of their ill-gotten gains of all money wrongfully obtained from Plaintiff and Class members;
- K. Damages in the amount of the purchase price of the Products and any consequential damages resulting from the purchases by the Plaintiff and Class members.
- L. An award to Plaintiff and the Classes of attorneys' fees and costs, as allowed by law and/or equity;
- M. Leave to amend this Complaint to conform to the evidence presented at trial; and
- N. Orders granting such other and further relief as the Court deems necessary, just, and proper.

JURY DEMAND

Plaintiff demands a trial by jury for all issues so triable.

Dated: May 14, 2015

Respectfully submitted,
AHDOOT & WOLFSON, PC



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Counsel for Plaintiff, Todd Smith

AFFIDAVIT OF TINA WOLFSON

I, Tina Wolfson, declare as follows:

1. I am an attorney with the law firm of Ahdoot & Wolfson, PC, counsel for Plaintiff Todd Smith ("Plaintiff") in this action. I am admitted to practice law in California and before this Court, and am a member in good standing of the State Bar of California. This declaration is made pursuant to California Civil Code section 1780(d). I make this declaration based on my research of public records and upon personal knowledge and, if called upon to do so, could and would testify competently thereto.

2. Based on my research and personal knowledge, Defendants Allmax Nutrition, Inc. and HBS International Corp. ("Defendants") market and distribute their Products for sale to consumers within the County of Fresno and Plaintiff purchased Defendants' products within the County of Fresno, as alleged in the Class Action Complaint.

I declare under penalty of perjury under the laws of the United States and the State of California this 14th day of May, 2015 in West Hollywood, California that the foregoing is true and correct.


Tina Wolfson

EXHIBIT A

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Process Report

Customer:	Barbat, Mansour & Suci PLLC	Report Number:	CDXA-PR-161-00
Address (City, State):	Detroit, MI	Project Number:	ORD68440
Purchase Order:	N/A	Date Received:	22-Sep-14
Date of Report:	23-Oct-14	Test Location:	Boulder, CO

Assay: Analysis of Allmax Nutrition Isoflex Sample from Barbat, Mansour & Suci
PLLC
Part Number: PRJ-CONSOL-RPT; CDA-00100666-ATR; CDA-00100140-ARS; CDA-
00100197-ATR

Prepared By: Sylesh Venkataraman, Ph.D
Sr. Director, Laboratory

23-Oct-14
Date

Reviewed By: Aron Erickson
Director, Laboratory Operations

23-Oct-14
Date

Approved By: Sarah Garthe
Quality Assurance

Digitally signed by Sarah Garthe
DN: cn=Sarah Garthe, o=ChromaDex
Analytics, ou=Quality Assurance,
email=SarahG@chromadex.com, c=US
Date: 2014.10.23 17:14:57 -06'00'

23-Oct-14
Date

Signed original on file at CDXA

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SUMMARY

- **ABSTRACT**

The Sample was received from Barbat, Mansour & Suci PLLC for a multitude of analyses.

- 1) Allmax Nutrition Isoflex (Lot#18414; ChromaDex sample# CDXA-14-5818)

- **INTRODUCTION**

The sample from Barbat, Mansour & Suci PLLC was analyzed for Free and Total amino acid content and Taurine content.

- **DISCUSSION**

A summary of the results are included below in Table 1. Table 2 lists the individual amino acids from the total and free amino acids analyses.

Table 1; CDXA-14-5818

Analysis	CDXA-14-5818 (mg/serving 30g)
Total Amino acids	27334
Total Free Amino acids	ND
Total Bound Amino acids	27334
Taurine	BRL

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Table 2 –CDXA-14-5818

Analyte	Units	Total Amino Acids	Free Amino Acids	Bound Amino acids
Aspartic acid	mg/serving	3060	ND	3060
Glutamic acid	mg/serving	4830	ND	4830
Serine	mg/serving	1290	ND	1290
Histidine	mg/serving	417	ND	417
Glycine	mg/serving	468	ND	468
Threonine	mg/serving	1950	ND	1950
Arginine	mg/serving	615	ND	615
Alanine	mg/serving	1400	ND	1400
Tyrosine	mg/serving	801	ND	801
Cystine	mg/serving	747	ND	747
Valine	mg/serving	1520	ND	1520
Methionine	mg/serving	579	ND	579
Phenylalanine	mg/serving	807	ND	807
Isoleucine	mg/serving	1780	ND	1780
Leucine	mg/serving	2900	ND	2900
Lysine	mg/serving	2550	ND	2550
Proline	mg/serving	1620	ND	1620
Asparagine	mg/serving		ND	
Glutamine	mg/serving		ND	
Tryptophan	mg/serving		ND	
Hydroxyproline	mg/serving		ND	
Total	mg/serving	27334		27334
Serving Size = 30 g				

• REFERENCES

- 1) CDXA-ATR-6678-00; Amino acids Base Panel of 21
- 2) CDXA-ATR-6643-00; Taurine by HPLC
- 3) Sub12; Report# 1090276-0 Total Amino acids by Profile by HPLC

REVISION HISTORY

<u>Revision Number</u>	<u>Document/Changes</u>
00	New report

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Analytical Test Report

Customer:	Barbat, Mansour & Suci PLLC	Report Number:	CDXA-ATR-6643-00
Address (City, State):	Detroit, MI	Project Number:	ORD68440
Purchase Order:	Not Provided	Date Received:	22-Sep-14
Date of Report:	02-Oct-14	Test Location:	Boulder, CO
Assay:	Taurine by HPLC		
Part Number:	CDA-00100197-ATR		

Prepared By:	<u>Hadi Cassier</u> Analyst II	<u>02-Oct-14</u> Date
Reviewed By:	<u>Kristie Kokeny</u> Quality Assurance	<u>02-Oct-14</u> Date
Approved By:	<u>Richard Vigil</u> Manager, Analytical Services	<u>02-Oct-14</u> Date

Signed original on file at CDXA

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SUMMARY

- SAMPLE(S)**

	Lot #	CDXA #
Allmax Nutrition Isoflex	18414	CDXA-14-5818

- RESULTS**

Table 1 – CDXA-14-5818

Analyte	Units	Spec.	Result	Reporting Limit
Taurine	mg/serving		BRL	41

Serving Size = 30 g

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ANALYTICAL METHOD

- **STANDARD(S)** *All standards supplied by ChromaDex, unless otherwise specified.*

	Part #
Taurine	ASB-00020056

- **LABORATORY SUPPLIES**

Analytical Balance
Ultrasonication Bath
Assorted and Volumetric glassware
Syringes and Syringe Filters
HPLC/GC glass vials and caps

- **SOLVENTS AND REAGENTS**

Milli-Q Water
Methanol (MeOH)
Acetonitrile (ACN)
Ammonium Formate
Formic Acid

- **SOLUTION PREPARATION**

Mobile Phase A – 10 mM Ammonium Formate (aq) pH= 4.0

The mobile phase A was prepared by weighing 630 mg of ammonium formate into a 1000 mL volumetric flask, and adding 900 mL of H₂O. The solution was stirred until the solid dissolved. The solution was diluted to volume with H₂O and adjusted the pH to 4.0 with formic acid.

Diluent – 50:50 (MeOH: H₂O)

Diluent was prepared by mixing 500 mL of H₂O and 500 mL of MeOH.

- **STANDARD PREPARATION**

Taurine Standard Solution

Weighed approximately 11 mg of standard into a 10 mL volumetric flask, diluted to volume with diluent and sonicated 5 minutes until dissolved. Prepared 5 linearity standards from this stock.

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• **SAMPLE PREPARATION**

The sample was prepared by weighing approximately 1000 mg into 25mL volumetric flask. The flask was brought to volume with diluent and then sonicated for 20 minutes. An aliquot of each sample was filtered through a 0.45 µm PTFE filter into a HPLC vial for analysis.

• **INSTRUMENT PARAMETERS**

Instrument	Agilent 1100 Series HPLC System		
Detection	CAD		
Mobile Phase A	10 mM Ammonium Formate (aq) pH= 4.0		
Mobile Phase B	ACN		
Gradient Program	Time (min)	%A	%B
	0	20	80
	5	20	80
	20	50	50
	22	20	80
	25	20	80
Column	Se-Quant ZIC-HILIC, 150 x 4.6 mm, 5 µm particle size		
Flow Rate	1.0 mL/min		
Temperature	25 °C		
Injection Volume	3 µL		

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DATA

- FIGURES**

Figure 1: Taurine Standard

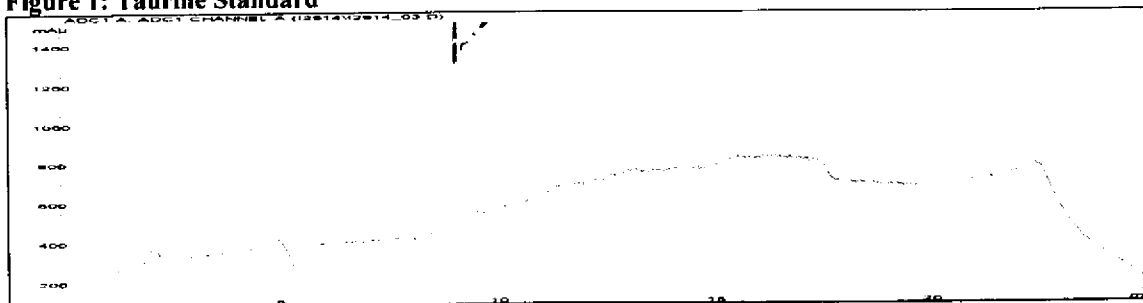
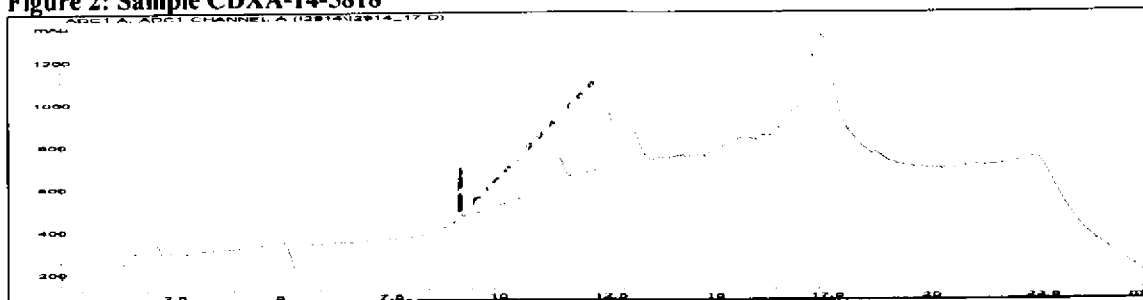


Figure 2: Sample CDXA-14-5818



- REFERENCES**

Analytical Method: 99.1-CDXA-2.0-000320 "Taurine by HPLC"

<u>Laboratory Notebook</u>	<u>Page(s)</u>
403	005

- REVISION HISTORY**

<u>Revision Number</u>	<u>Document/Changes</u>
00	New Report

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Analytical Test Report

Customer: Barbat, Mansour & Suciu PLLC Report Number: CDXA-ATR-6678-00
Address (City, State): Detroit, MI Project Number: ORD68440
Purchase Order: Not Provided Date Received: 22-Sep-14
Date of Report: 08-Oct-14 Test Location: Boulder, CO

Assay: Amino Acids Base Panel of 21 by HPLC
Part Number: CDA-00100666-ATR

Prepared By: Devon Cruz
Chemist

08-Oct-14
Date

Reviewed By: Hadi Cassier
Analyst II

08-Oct-14
Date

Approved By: Kristie Kokeny
Quality Assurance

08-Oct-14
Date

Signed original on file at CDXA

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SUMMARY

• SAMPLE(S)

	Lot #	CDXA #
Allmax Nutrition Isoflex	18414	CDXA-14-5818

• RESULTS

Table 1 –CDXA-14-5818

Analyte	Units	Spec	Result	Reporting Limit
Aspartic acid	mg/serving		ND	150
Glutamic acid	mg/serving		ND	160
Serine	mg/serving		ND	120
Histidine	mg/serving		ND	170
Glycine	mg/serving		ND	81
Threonine	mg/serving		ND	130
Arginine	mg/serving		ND	190
Alanine	mg/serving		ND	97
Tyrosine	mg/serving		ND	200
Cystine	mg/serving		ND	260
Valine	mg/serving		ND	130
Methionine	mg/serving		ND	170
Phenylalanine	mg/serving		ND	180
Isoleucine	mg/serving		ND	150
Leucine	mg/serving		ND	150
Lysine	mg/serving		ND	160
Proline	mg/serving		ND	230
Asparagine	mg/serving		ND	44
Glutamine	mg/serving		ND	44
Tryptophan	mg/serving		ND	43
Hydroxyproline	mg/serving		ND	45

Serving Size = 30 g

ND – Not detected above reporting Limit

BRL – Below reporting limit (compound detected below RL)

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ANALYTICAL METHOD

- **STANDARD(S)** *All standards supplied by ChromaDex, unless otherwise specified.*

	Part/Lot #
Ready to Inject Amino Acid Mix	Agilent-5061-3330
Norvaline	Agilent-BCBL0180V
Hydroxyproline	Agilent-BCBK363V
Asparagine	ASB-00011043
Glutamine	Agilent-BCBK3328V
Tryptophan	Agilent-BCBB7661

- **LABORATORY SUPPLIES**

Analytical Balance
 Ultrasonication Bath
 Assorted and Volumetric glassware
 Syringes and Syringe Filters
 HPLC glass vials and caps

- **SOLVENTS AND REAGENTS**

Milli-Q Water
 Methanol (MeOH)
 Sodium Phosphate, dibasic (Na_2HPO_4)
 2 N KOH
 Acetonitrile (ACN)
 Hydrochloric acid (HCl)
 OPA (o-phthalaldehyde) – Derivatization reagent for primary amino acids
 FMOC (9-fluorenyl-methyl chloroformate) – Derivatization reagent for secondary amino acids
 Borate buffer (0.4N in water)
 Phosphoric Acid (H_3PO_4)

- **SOLUTION PREPARATION**

Diluent – 0.1 N HCl

The diluent was prepared by transferring 8.4 mL of HCl to a 1000 mL volumetric flask and diluting it to volume with water.

Mobile Phase A - 10 mM Na_2HPO_4 , 10 mM $\text{Na}_2\text{B}_4\text{O}_7$ pH= 8.2

Solution was prepared by adding 1.4 g Na_2HPO_4 and 3.8 g of $\text{Na}_2\text{B}_4\text{O}_7$ to 1000 mL of water and stirring until completely dissolved. The pH was adjusted to 8.4 with 1.2 ml of HCl, followed by drop-wise addition of HCl until the pH was 8.2.

Mobile Phase B - 45:45:10 ACN-MeOH-Water

Solution was prepared by combining 450 mL Acetonitrile, 450 mL Methanol, and 100 mL Milli-Q water and mixing well.

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Injection diluent

Add 40 μ l of concentrated H_3PO_4 to 10 ml of water

- **STANDARD PREPARATION**

Amino Acid Mix A Stock Standard – Includes the Amino Acids Alanine, Arginine, Aspartic Acid, Cystine, Glutamic Acid, Glycine, Histidine, Isoleucine, Leucine, Lysine, Methionine, Phenylalanine, Proline, Serine, Threonine, Tyrosine, and Valine

A mixed amino acid standard containing 17 amino acids was purchased from Agilent and arrived in 0.1N HCl. Calibration standards were then prepared from this mixed stock by diluting with 0.1 N HCl.

Supplemental mixed standard- Asparagine, Glutamine, Tryptophan, and Hydroxyproline

Mixed standard solution was prepared by weighing approximately 5 mg of Asparagine into a 50 mL volumetric flask. An aliquot of Glutamine, Tryptophan, and Hydroxyproline were added to the volumetric flask. 50 mL of diluent were added, and the flask was sonicated for 30 minutes.

Internal Standard

Solution was prepared by weighing 50 mg of Norvaline into a 50 mL volumetric flask. Brought to volume with diluent and mixed well.

- **SAMPLE PREPARATION**

Sample Preparation

Sample was prepared by weighing ~700 mg of sample into a 50 mL volumetric flask. 50 mL of diluent were added, and the solution was sonicated for 30 minutes. The solution was diluted 10x with diluent. The solution was then filtered. 900 μ L of filtrate were combined with 100 μ L of IS and mixed well.

• **INSTRUMENT PARAMETERS**

Instrument	Agilent 1100 Series HPLC System		
Detection	UV-Vis		
Mobile Phase A	10 mM Na ₂ B ₄ O ₇ pH= 8.2		
Mobile Phase B	45:45:10 ACN-MeOH-Water		
Gradient Program	Time (min)	%A	%B
	0.0	98	2
	0.5	98	2
	20.0	43	57
	20.1	0	100
	23.5	0	100
	23.6	98	2
	25	98	2
Column	Agilent Zorbax Eclipse Plus C18 RR, 150 x 4.6mm, 3.5 μm		
Flow Rate	1.5 mL/min		
Detection Settings:	UV Detection		
	OPA Amino Acids:	338 nm, 10 nm bandwidth (bw)	
		Reference 390, 20	
	FMOC-Amino Acids	262 nm, 16 nm bw	
		Reference 324, 8	
Injection Volume	Injector Program		
Column Temperature	40 °C		

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Autosampler Injector Set-Up and Program:

Draw speed: 200 μ L/min
Eject speed: 200uL/min
Draw Position: 0.0 mm
Equilibration Time 2.0 sec

Vial 1 = Borate Buffer (HPLC vial, screw-cap)
Vial 2 = Injection Diluent
Vial 3 = OPA (GC vial w/ insert, crimp-cap)
Vial 4 = FMOc (GC vial w/ insert, crimp-cap)
Vial 5 = Water (HPLC vial, no cap)
Vial 6 = Water (HPLC vial, no cap)
Vial 7 = Acetonitrile (HPLC vial, no cap)

Row	Action
1	Needle wash in Vial 6, 1 times
2	Needle wash in Vial 5, 1 times
3	Needle wash in Vial 7, 1 times
4	Draw 2.5 μ L from Vial 1 def. speed, def. offset
5	Draw 1.0 μ L from Sample, def. speed, def. offset
6	Mix 3.5 μ L "in seat", max. speed, 5 times
7	Wait 0.20 minutes
8	Draw 1.0 μ L from Vial 3
9	Mix 4.5 μ L in seat, max. speed, 10 times
10	Wait 1.00 min
11	Draw 0.4 μ L from Vial 4 def. speed, def. offset
12	Mix 4.9 μ L in seat, max. speed, 10 times
13	Wait 1.00 min
14	Draw 32. μ L from Vial 2 def. speed, def. offset
15	Mix 36.9 μ L in seat, max. speed, 8 times
16	Inject
17	Wait 0.20 min
18	Valve bypass

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DATA

FIGURES

Figure 1: Amino Acids Mix Standard (UV Chromatogram) Base Panel (17)

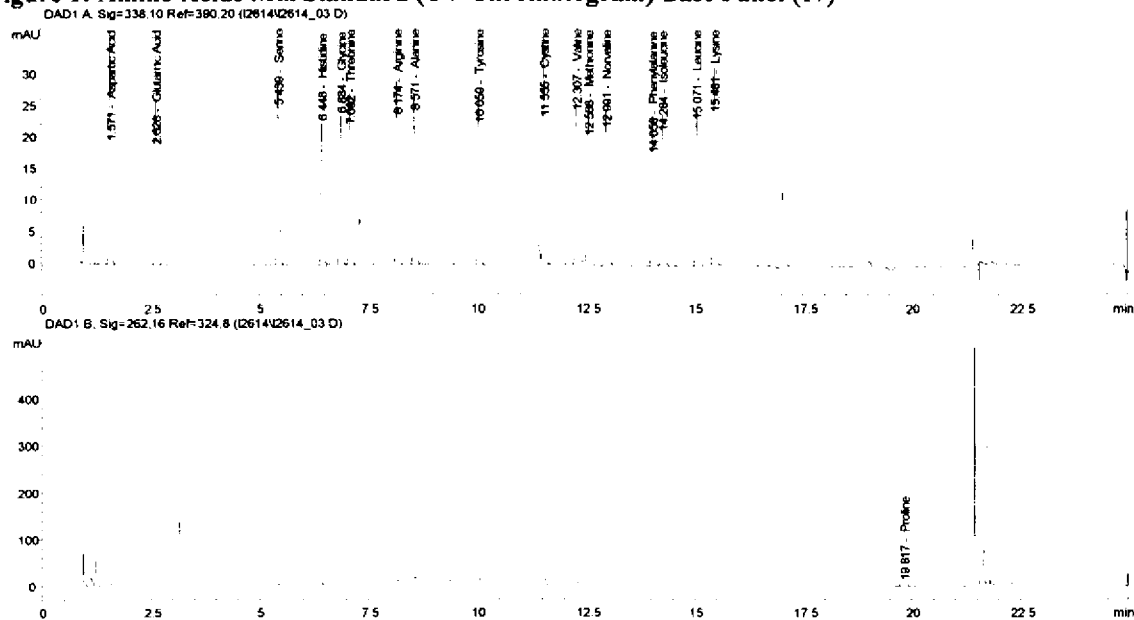
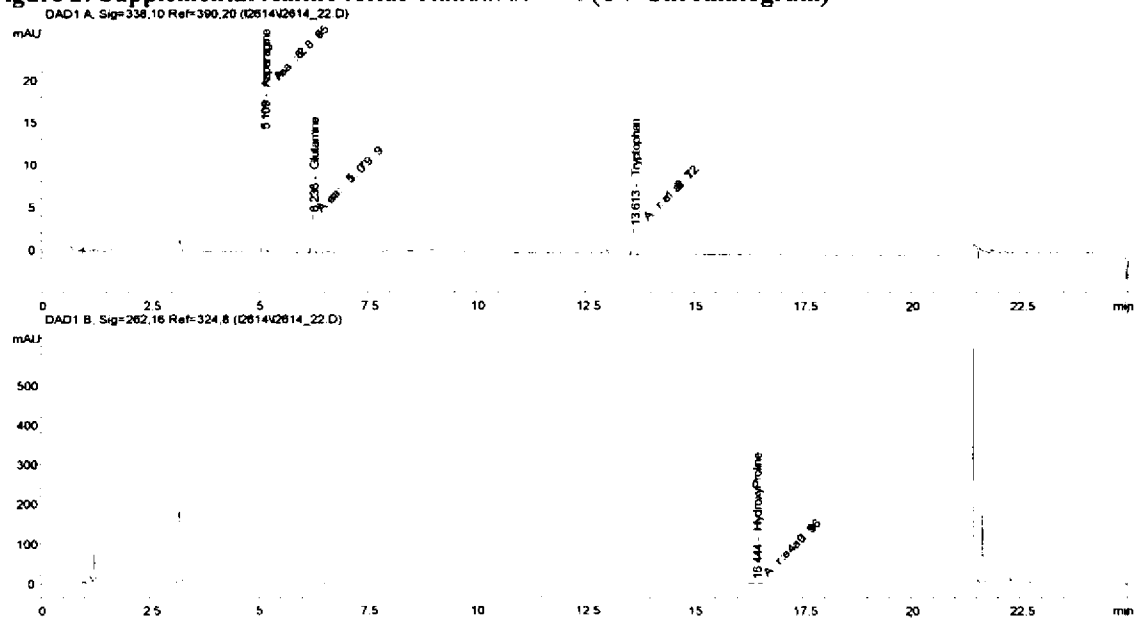
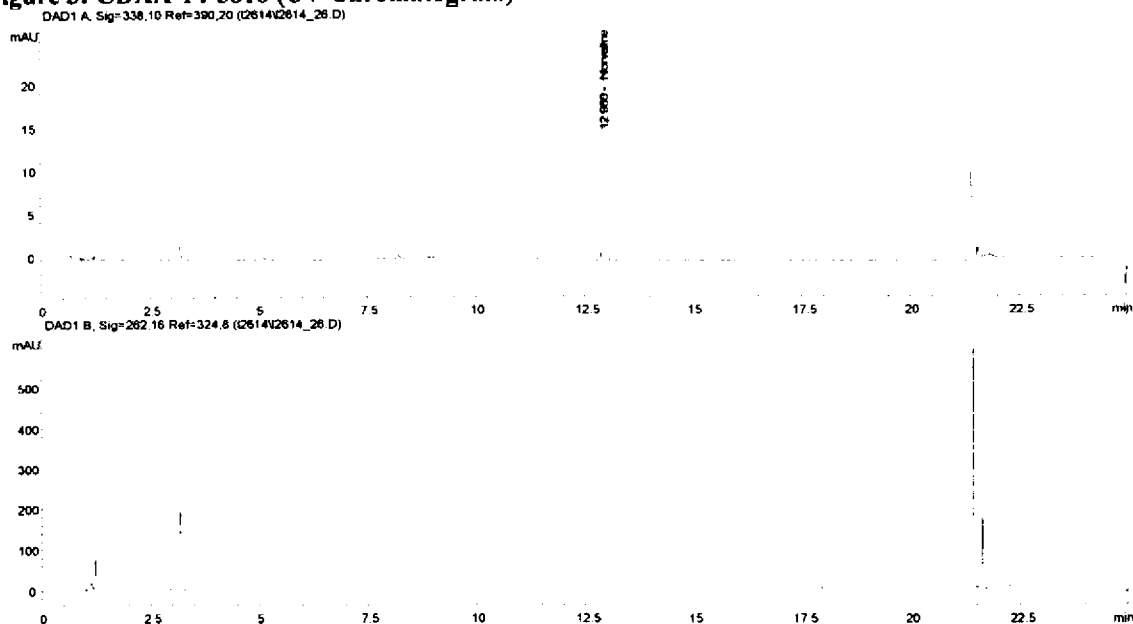


Figure 2: Supplemental Amino Acids Standards Mix (UV Chromatogram)



This product analysis is subject to our "Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and or Services," a copy of which has been provided to our client and is incorporated herein by this reference. As more specifically set forth therein, this product analysis is for the benefit of our client only, may not be relied upon by any other party without our prior written consent, relates solely to the sample(s) provided to us by our client and therefore cannot be applied to any other material or sample. Unless otherwise noted, samples were received in acceptable condition and analyzed as received. This document may not be printed in part without the explicit permission of ChromaDex.

Figure 3: CDXA-14-5818 (UV Chromatogram)



• **REFERENCES**

Analytical Method: 99.1-CD-5.0-000186 "Amino Acids by Pre-Column Derivitization HPLC."

<u>Laboratory Notebook</u>	<u>Page(s)</u>
385	145
362	156
402	6

• **REVISION HISTORY**

<u>Revision Number</u>	<u>Document/Changes</u>
00	New report

This product analysis is subject to our "Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and or Services," a copy of which has been provided to our client and is incorporated herein by this reference. As more specifically set forth therein, this product analysis is for the benefit of our client only, may not be relied upon by any other party without our prior written consent, relates solely to the sample(s) provided to us by our client and therefore cannot be applied to any other material or sample. Unless otherwise noted, samples were received in acceptable condition and analyzed as received. This document may not be printed in part without the explicit permission of ChromaDex.

CIVIL COVER SHEET

Case 1:15-cv-00744-AWI-SAB Document 1-2 Filed 05/14/15 Page 1 of 2

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

I. (a) PLAINTIFFS

TODD SMITH, individually and on behalf of all others similarly situated,

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

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

Tina Wolfson, Ahdoot & Wolfson, PC
1016 Palm Avenue, West Hollywood, California 90069
T: 310-474-9111; F: 310-474-8585; E: twolfson@ahdootwolfson.com

DEFENDANTSALLMAX NUTRITION, INC.; and HBS INTERNATIONAL CORP.,
Canadian corporations,

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

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

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer w/Disabilities - Employment <input type="checkbox"/> 446 Amer w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (Specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1391(b)(2)

Brief description of cause:

False advertising and breach of warranty related to mislabeling of free-form amino acid content

VII. REQUESTED IN COMPLAINT:
☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

05/14/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Tina Wolfson

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG JUDGE

Print

Save As...

Reset

Case 1:15-cv-00744-AWI-SAB Document 1-2 Filed 05/14/15 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.