IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JONATHAN LAMPROS, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No. 16-cv-09162
v.	)	
NEW WHEY NUTRITION, LLC,	)	**JURY TRIAL DEMANDED**
Defendant.	)	

CLASS ACTION COMPLAINT

Plaintiff Jonathan Lampros ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his undersigned counsel, brings this Class Action Complaint against Defendant New Whey Nutrition, LLC ("Defendant"), and complains and alleges upon personal knowledge as to himself and his own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by his counsel.

NATURE OF THE ACTION

1. This is a consumer class action brought on behalf of consumers who purchased the dietary supplement New Whey Liquid Protein (the "Product") from Defendant. Defendant engaged in unfair and/or deceptive business practices by misrepresenting the nature and quality of the Product on the Product label, and was unjustly enriched.

2. Defendant makes numerous false and misleading claims on the labels of the Product. These false and misleading claims include, but are not limited to, statements relating to protein content in regards to the percent of daily value, sources of the protein content, and the actual amount of protein in the Product.

3. Further, Defendant does not comply with federal and parallel state regulations regarding the testing methodology of its protein content and daily value percentage, making the Product's protein content claims false and misleading.

4. Plaintiff and each of the Class Members accordingly suffered an injury in fact caused by the false, fraudulent, unfair, deceptive, and misleading practices set forth herein, and seek compensatory damages and injunctive relief.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this class action pursuant to 28 U.S.C. § 1332(d). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of $5,000,000 and is a class action in which some members of the Classes are citizens of States other than the State in which Defendant is incorporated and has its principal place of business.

6. Diversity jurisdiction exists because Plaintiff is a citizen of Illinois and Defendant is a citizen of Florida.

7. This Court has personal jurisdiction over Defendant because Defendant conducts business in Illinois. Defendant has marketed, distributed, and sold the Product in Illinois. Defendant has sufficient minimum contacts with this State, and/or sufficiently avails itself to the markets of this State through its sales and marketing within this State to render the exercise of jurisdiction by this Court permissible.

8. In addition to selling the Product in various retail stores and via online retailers, this Court has personal jurisdiction over Defendant because its internet website allows consumers to order and ship the Product anywhere in the United States, including in this

District.[1] Defendant conducts business throughout the United States, including in the State of Illinois and in this District.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) and (c) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Venue is also proper under 18 U.S.C. § 1965(a) because Defendant transacts substantial business in this District.

PARTIES

10. Plaintiff Jonathan Lampros is a citizen of the State of Illinois. At all relevant times to this matter, he resided, and continues to reside, in Chicago, Illinois. In July 2016, Plaintiff purchased the Product online from Vitamin Shoppe for approximately $29.99.

11. Defendant New Whey Nutrition, LLC is a privately-held Florida legal liability corporation with its principal place of business located at 5707 Dot Com Court, Suite 1079, Oviedo, Florida 32765. New Whey Nutrition is a health and fitness company that sells various protein dietary supplements, including liquid protein products.

GENERAL ALLEGATIONS

12. Whey is a complete protein source, meaning it contains all the essential amino acids needed to build protein-based compounds such as muscle tissue, skin, fingernails, hair and enzymes. It is especially rich in branded-chain amino acids – leucine, isoleucine, and valine – which are metabolized directly within the muscles (as opposed to being processed in the liver first).

[1] *See* Shipping Information, NEW WHEY NUTRITION, http://www.newwheynutrition.com/checkout.php?step=1 (last visited September 23, 2016).

13. Sales of whey protein products are expected to grow 62% and reach U.S. $7.8 billion by 2018.[2] However, due to the high level of competition in the market and the escalating price of wholesale whey protein, sellers' profit margins are slim.

14. Defendant designed, manufactured, warranted, advertised and sold the Product throughout the United States, including in the State of Illinois, and continues to do so.

15. Plaintiff's counsel performed testing on the Product for protein content, and it was determined to be far below the amount of protein claimed on the Product's label.

16. To reduce its protein manufacturing costs, Defendant adds collagen protein isolate to the Product. Collagen protein isolate is not the same quality of protein as whey or even casein, and is also not a complete protein with all of the essential amino acids the body needs.

17. Also, the FDCA requires a more sophisticated form of protein testing for products that state the % Daily Value of protein. This testing methodology is called the Protein Digestibility Amino Acid Corrected Score ("PDCAAS"), which measures the actual **quality** of the protein contained in a product.

18. The PDCAAS has been adopted by the Food and Agriculture Organization of the United Nations and the World Health Organization as the preferred method for the measurement of the protein value in human nutrition, and is directly referenced in the federal Food, Drug, and Cosmetic Act (the "FDCA").

19. The PDCAAS calculation referenced under the FDCA is:

$$PDCAAS(\%) = \frac{mg\ of\ limiting\ amino\ acid\ in\ 1\ g\ of\ test\ protein}{mg\ of\ same\ amino\ acid\ in\ 1\ g\ of\ reference\ protein} \times fecal\ true\ digestibility\ (\%) \times 100$$

[2] *Consumer Awareness Strengthens Sports Nutrition Market*, NATURAL PRODUCTS INSIDER (Oct. 16, 2014), http://www.naturalproductsinsider.com/News/2014/10/Consumer-Awareness-Strengthens-Sports-Nutrition-M.aspx.

20. The PDCAAS method does not simply calculate protein by nitrogen, as Defendant would like, but rather by this equation, which requires the manufacturer to determine the amount of essential amino acids contained within a product.

21. This testing method ensures that consumers are being informed about the "quality" of the protein that a product actually has.

22. Despite having knowledge that miscalculating the Daily Value Percentage ("% DV") of protein and under-dosing the protein content is misleading to consumers, Defendant continues to advertise, distribute, label, manufacture, market, and sell the Product in a misleading and deceptive manner in order to increase its sales and maximize its profits.

23. Thus, Defendant's consumers pay an inflated price for the Product, which delivers less actual and quality protein than they reasonably expect to receive.

Defendant's False Claims of Protein Content and Daily Value Percentage of Protein

24. The United States Food and Drug Administration (the "FDA") has published a food labeling guide that specifically addresses nutrition labeling and protein claims. According to the FDA, "[t]he percent of the DRV is required if a protein claim is made for the product or if the product is represented or purported to be for use by infants or children under 4 years of age. Based on current scientific evidence that protein intake is not a public health concern for adults and children over 4 years of age, and because of the costs associated with a determination of the Protein Digestibility Corrected Amino Acid Score (PDCAAS), FDA has determined that declaration of the percent of the DRV for protein need not be provided when a claim is not made."[3]

[3] *Guidance for Industry: A Food Labeling Guide (7. Nutrition Labeling; Questions G1 through P8),* U.S. FOOD & DRUG ADMINISTRATION, http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/LabelingNutrition/ucm064894.htm#declare (last visited September 23, 2016).

25. The Product has a protein claim on the label, and therefore is required to have the percentage of the Daily Reference Value (the "DRV") listed in the Supplement Facts section:

26. In the Supplement Facts section, Defendant lists the Product as having 84% DRV for protein:

27. The 84% DRV is based on the 50-gram DRV required by the FDCA and the 42-gram protein claim on the Product (42 grams / 50 grams = 84% DRV). 21 C.F.R. § 101.9(c)(7)(iii).

28. When protein is listed as a percent of the 50-gram DRV and expressed as % DV, the % DV is calculated by correcting the actual amount of protein in grams per serving by multiplying the amount by its amino acid score corrected for protein digestibility, dividing by 50 grams, and converting to a percentage. 21 C.F.R. § 101.9(c)(7)(ii). Defendant, however, simply

used the nitrogen testing with a factor of 6.25 to determine the protein content. If Defendant had made no protein content claim on the label of the Product, and if it did not include the % DV of protein under the Supplement Facts section, it could legally use this method. Given that Defendant's Product contains a protein claim on the label and lists protein as the % DV in the Supplement Facts section, Defendant is thus statutorily obligated under the FDCA to determine the protein content and % DV by using the PDCAAS method, which it did not.

29. The Protein Digestibility Corrected Amino Acid Score (PDCAAS) measures protein quality based on human essential amino acid requirements and our ability to digest it. The test protein is compared to a standard amino acid profile and is given a score from 0-1.0, with a score of 1.0 indicating maximum amino acid digestibility. Common protein supplements (whey, casein, and soy) all receive 1.0 scores. Meat and soybeans (0.9), vegetables and other legumes (0.7), and whole wheat and peanuts (0.25-0.55) all provide diminished protein digestibility. The PDCAAS is currently considered the most reliable score of protein quality for human nutrition.[4]

30. The PDCAAS shall be determined by the methods provided in sections 5.4.1, 7.2.1, and 8.00 in "Protein Quality Evaluation, Report of the Joint FAO/WHO Expert Consultation on Protein Quality Evaluation," Rome, 1990. 21 C.F.R. § 101.9(c)(7)(ii).

31. Defendant has failed to comply with the section for PDCAAS and determining the protein content making up the % DV. Defendant did not test for individual amino acids, and it did not use the proper factors as referred to in the FDCA. Defendant simply took the nitrogen count and then used the factor for whey protein, thereby overstating the % DV. Consequently, Defendant is in violation of 21 C.F.R. § 101.9(c)(7)(ii).

[4] Pasha Gurevich, *Protein Quality-The 4 Most Important Metrics*, LABDOOR MAGAZINE (May 20, 2014), https://labdoor.com/article/protein-quality-the-4-most-important-metrics.

32. The 42-gram protein claim provided on the front of the Product label and the 84% Daily Value claim under the Supplement Facts panel of the Product are false and misleading. Based on Plaintiff's testing, the Product only contains 7.61 grams per serving, far below the 42-gram protein claim made by Defendant. *See* ChromaDex New Whey Liquid Protein Product Testing, attached hereto as Exhibit A.

33. Also, collagen protein isolate, one of ingredients listed under the Product's Supplement Facts section, has a PDCAAS of 0. Therefore, even if the protein content was 42 grams as the Defendant suggests, the Daily Value Percentage would be reduced because of the inclusion of a low quality protein such as collagen.

34. Because the PDCAAS is used to determine "protein quality," Defendant intentionally miscalculated the PDCAAS for the Product. The Product's label claim "42g Protein" is objectively false because the PDCAAS was not tested for properly by Defendant.

35. Also, given that Defendant's "42g Protein" is a protein content claim, as referenced in 21 C.F.R. § 101.9(c)(7)(i), because it is not based on the PDCAAS, it is false and misleading.

36. Defendant's false, deceptive and misleading label statements violate 21 U.S.C. § 343(a)(1) and the so-called "little FDCA" statutes adopted by many states,[5] which deem food misbranded when "its labeling is false or misleading in any particular."

37. Defendant's false, deceptive and misleading label statements are unlawful under State Unfair and Deceptive Acts and Practices Statutes and/or Consumer Protection Acts, which prohibit unfair, deceptive or unconscionable acts in the conduct of trade or commerce.

38. Under the Illinois Food, Drug and Cosmetic Act, Illinois has expressly adopted the federal food labeling requirements as its own and has indicated that "[a] federal regulation

[5] *See, e.g.*, 410 ILCS 620/11.

automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation." 410 ILCS 620/21(j). Thus, a violation of federal food labeling laws is an independent violation of Illinois law and actionable as such.

39. Further, as explained above, Defendant's claims are misleading to consumers in violation of 21 U.S.C. § 343, which states, "[a] food shall be deemed to be misbranded—If (1) its labeling is false or misleading in any particular."

40. Indeed, the Illinois Compiled Statutes have incorporated the exact language of the FDCA by expressly stating, "[a] food is misbranded - (a) If its labeling is false or misleading in any particular." 410 ILCS 620/11.

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

42. Also, the Illinois Consumer Fraud and Deceptive Business Practices Act protects consumers when purchasing products, including Defendant's Product, and provides,

> "Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . ."

815 ILCS 505/2.

43. Defendant intended for Plaintiff and the other Class Members to be misled.

44. Defendant's misleading and deceptive practices proximately caused harm to Plaintiff and the Classes.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this class action lawsuit on behalf of himself and proposed Classes of similarly situated persons, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

46. Plaintiff seeks certification of the following Classes:

> **National Class:** All persons in the United States who purchased the Product.
>
> **Consumer Fraud Multi-State Class:** All persons in the States of California, Florida, Illinois, Massachusetts, Minnesota, Missouri, New Jersey, New York, and Washington who purchased the Product.[6]
>
> **Illinois Subclass:** All persons in the State of Illinois who purchased the Product.

Excluded from the Classes are Defendant and its affiliates, parents, subsidiaries, employees, officers, agents, and directors. Also excluded are any judicial officers presiding over this matter and the members of their immediate families and judicial staff.

47. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

48. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Classes are so numerous that individual joinder of all Class Members is impracticable. On information and belief, Class Members number in the thousands to millions. The precise number or identification of members of the Classes are presently unknown to Plaintiff, but may be

[6] The States in the Consumer Fraud Multi-State Class are limited to those States with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code § 17200, *et seq*.); Florida (Fla. Stat. § 501.201, *et seq*.); Illinois (815 ILCS 505/1, *et seq*.); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq*.); Michigan (Mich. Comp. Laws § 445.901, *et seq*.); Minnesota (Minn. Stat. § 325F.67, *et seq*.); Missouri (Mo. Rev. Stat. 407.010, *et seq*.); New Jersey (N.J. Stat. § 56:8-1, *et seq*.); New York (N.Y. Gen. Bus. Law § 349, *et seq*.); and Washington (Wash. Rev. Code § 19.86.010, *et seq*.).

ascertained from Defendants' books and records. Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet postings, and/or published notice.

49. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** Common questions of law and fact exist as to all members of the Classes, which predominate over any questions affecting individual members of the Classes. These common questions of law or fact include, but are not limited to, the following:

a) The true nature of the protein content in the Product;

b) Whether the marketing, advertising, packaging, labeling, and other promotional materials for the Product are deceptive;

c) Whether Defendant's actions violate the State consumer fraud statutes invoked herein;

d) Whether Defendant breached an express warranty to Plaintiff and Class Members; and

e) Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class Members.

50. Defendant engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff, on behalf of himself and the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

51. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the claims of the other members of the Classes because, among other things, all such claims arise out of the same wrongful course of conduct engaged in by Defendant in violation of

the law as complained of herein. Further, the damages of each member of the Classes were caused directly by Defendant's wrongful conduct in violation of the law as alleged herein.

52. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate representative of the Classes because he is a member of the Classes and his interests do not conflict with the interests of the other members of the Classes he seeks to represent. Plaintiff has also retained counsel competent and experienced in complex commercial and class action litigation. Plaintiff and his counsel intend to prosecute this action vigorously for the benefit of all members of the Classes. Accordingly, the interests of the members of the Classes will be fairly and adequately protected by Plaintiff and his counsel.

53. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Defendant has acted or refused to act on grounds generally applicable to Plaintiff and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the members of the Classes as a whole.

54. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other members of the Classes are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendant, so it would be impracticable for members of the Classes to individually seek redress for Defendant's wrongful conduct. Even if members of the Classes could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer

management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CLAIMS ALLEGED

COUNT I
Violation of State Consumer Fraud Acts
(On Behalf of the Consumer Fraud Multi-State Class)

55. Plaintiff repeats and re-alleges each and every allegation above as if set forth herein.

56. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class[7] prohibit the use of unfair or deceptive business practices in the conduct of trade or commerce.

57. Defendant intended that Plaintiff and each of the other members of the Consumer Fraud Multi-State Class would rely upon its deceptive conduct, and a reasonable person would in fact be misled by its deceptive conduct.

58. As a result of the Defendant's use or employment of unfair or deceptive acts or business practices, Plaintiff and each of the other members of the Consumer Fraud Multi-State Class have sustained damages in an amount to be proven at trial.

59. In addition, Defendant's conduct showed malice, motive, and the reckless disregard of the truth such that an award of punitive damages is appropriate.

[7] The States in the Consumer Fraud Multi-State Class are limited to those States with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code § 17200, *et seq*.); Florida (Fla. Stat. § 501.201, *et seq*.); Illinois (815 ILCS 505/1, *et seq*.); Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq*.); Michigan (Mich. Comp. Laws § 445.901, *et seq*.); Minnesota (Minn. Stat. § 325F.67, *et seq*.); Missouri (Mo. Rev. Stat. 407.010, *et seq*.); New Jersey (N.J. Stat. § 56:8-1, *et seq*.); New York (N.Y. Gen. Bus. Law § 349, *et seq*.); and Washington (Wash. Rev. Code § 19.86.010, *et seq*.).

COUNT II
Violation of Illinois Consumer Fraud and Deceptive Business Practices Act
(In the Alternative to Count I and On Behalf of the Illinois Subclass)

60. Plaintiff incorporates paragraphs 1-54 as if fully set forth herein.

61. The Illinois Consumer Fraud and Deceptive Business Practices Act (the "ICFA"), 815 ILCS 505/1, *et seq.*, prohibits the use of unfair or deceptive business practices in the conduct of trade or commerce. The ICFA is to be liberally construed to effectuate its purpose. 815 ILCS 505/11a.

62. Defendant intended that Plaintiff and each of the other members of the Illinois Subclass would rely upon its deceptive conduct, and a reasonable person would in fact be misled by this deceptive conduct.

63. As a result of the Defendant's use or employment of unfair or deceptive acts or business practices, Plaintiff and each of the other members of the Illinois Subclass have sustained damages in an amount to be proven at trial.

64. In addition, Defendant's conduct showed malice, motive, and the reckless disregard of the truth such that an award of punitive damages is appropriate.

COUNT III
Breach of Express Warranty
(On Behalf of the National Class)

65. Plaintiff incorporates paragraphs 1-54 as if fully set forth herein.

66. Plaintiff, and each member of the National Class, formed a contract with Defendant at the time Plaintiff and the other National Class Members purchased the Product. The terms of the contract includes the promises and affirmations of fact made by Defendant on the Product's packaging and through marketing and advertising, as described above. This labeling, marketing and advertising constitute express warranties and became part of the basis of

the bargain, and are part of the standardized contract between Plaintiff and the members of the National Class and Defendant.

67. As alleged herein, Defendant expressly warranted through its advertising, labeling, marketing and packaging that the Product contained "42g Protein" and "84% Daily Value" of protein.

68. Defendant has direct knowledge that its Product does not contain "42g Protein" or "84% Daily Value."

69. Defendant knowingly added collagen protein isolate to the Product, which is not the same quality of protein as whey or even casein. Consequently, even if the protein content was 42 grams as Defendant suggests, the Daily Value Percentage would have to be reduced because of the inclusion of a low quality protein such as collagen.

70. Defendant is also aware that the FDCA requires that the PDCAAS method be used to test products for protein content and for stating the % Daily Value of protein. Defendant, however, knowingly employed the nitrogen testing with a factor of 6.25 to determine the protein content, in violation of the FDCA protein testing and labeling requirements.

71. As a result, Defendant has breached express warranties regarding the actual amount of protein in the Product and the % DV.

72. Despite having knowledge that miscalculating the % DV of protein and under-dosing the protein content is misleading to consumers and breached express warranties about the Product, Defendant continues to advertise, distribute, label, manufacture, market, and sell the Product in a misleading and deceptive manner in order to increase its sales and maximize its profits.

73. Plaintiff and the National Class performed all conditions precedent to Defendant's liability under this contract when they purchased the Product.

74. Defendant breached express warranties about the Product and its qualities because Defendant's statement about the Product was false and the Product does not conform to Defendant's affirmations and promises described above.

75. Plaintiff and each of the members of the National Class would not have purchased the Product had they known the true nature of the Product's ingredients and what the Product contained.

76. As a result of Defendant's breach of warranty, Plaintiff and each of the members of the National Class have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from their purchases.

COUNT IV
Unjust Enrichment
(In The Alternative to Count III and On Behalf of the National Class)

77. Plaintiff incorporates paragraphs 1-54 as if fully set forth herein.

78. Plaintiff and the other members of the National Class conferred benefits on Defendant by purchasing the Product.

79. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiff's and the other members of the National Class' purchase of the Product. Retention of those monies under these circumstances is unjust and inequitable because Defendant's labeling of the Product was misleading to consumers, which caused injuries to Plaintiff and the other members of the National Class because they would have not purchased the Product if the true facts would have been known.

80. Because Defendant's retention of the non-gratuitous benefits conferred on them by Plaintiff and the other members of the National Class is unjust and inequitable, Defendant must pay restitution to Plaintiff and the other members of the National Class for its unjust enrichment, as ordered by the Court.

JURY DEMAND

81. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of all claims in this Class Action Complaint so triable.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other members of the Classes proposed in this Class Action Complaint, prays for judgment and relief against Defendant as follows:

a) For an order declaring: (i) this is a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the proposed Classes described herein; and (ii) appointing Plaintiff to serve as representative for the Classes and Plaintiff's counsel to serve as Class Counsel;

b) For an order enjoining Defendant from continuing to engage in the unlawful conduct set forth herein;

c) For an order awarding restitution of the monies Defendant wrongfully acquired by its illegal and deceptive conduct;

d) For an order requiring disgorgement of the monies Defendant wrongfully acquired by its illegal and deceptive conduct;

e) For compensatory and punitive damages, including actual and statutory damages, arising from Defendant's wrongful conduct and illegal conduct;

f) For an award of reasonable attorneys' fees and costs and expenses incurred in the course of prosecuting this action; and

g) For such other and further relief as the Court deems just and proper.

Dated: September 23, 2016

Respectfully submitted,

By: */s/ Michael L. Silverman*
Michael L. Silverman

Klint L. Bruno
kbruno@brunolawus.com
Michael L. Silverman
msilverman@brunowlawus.com
THE BRUNO FIRM
900 West Jackson Boulevard
Suite 4E
Chicago, Illinois 60607
Phone: 773.969.6160

Nick Suciu III
nicksuciu@bmslawyers.com
BARBAT, MANSOUR & SUCIU PLLC
1644 Bracken Road
Bloomfield Hills, Michigan 48302
Phone: 313.303.3472

Counsel For Plaintiff
And The Proposed Putative Classes

EXHIBIT A

ChromaDex CONNECTION

analytics consulting ingredients standards

Analytical Results Sheet

Customer:	Barbat, Mansour & Suciu PLLC	Report Number:	CDXA-ARS-31332-00
Address (City, State):	Blomfield Hills, MI	Project Number:	ORD86286
Sample Name:	New Whey Liquid Protein		
Sample Lot:	AZ15027 0922	Date Received:	29-Jun-16
CDXA Number:	CDXA-16-008715	Purchase Order:	Not Provided
Assay:	Nitrogen Content (Total) by Kjeldahl Method	Date of Report:	13-Jul-16
Part Number:	CDA-00101164-ARS	Page:	1 of 1
Method:	AOAC: 954.01; Specific Gravity, USP	Test Location:	Sub15

Analyte	Units	Spec.	Result	Reporting Limit
Kjeldahl Protein (Protein = Nitrogen x 6.25)	g/serving	NA	7.61	--
Specific Gravity (@25°C)	NA	NA	1.1415	--

Serving size: 3.8 fl. oz.

QA Verified/Approved: Adriana Torres

Digitally signed by Adriana Torres
DN: cn=Adriana Torres, o=ChromaDex Inc., ou=Quality Assurance, email=AdrianaT@ChromaDex.com, c=US
Date: 2016.07.13 16:28:09 -06'00'

Signed original on file at CDXA

ND – Not Detected BRL – Below reporting limit (compound detected below RL)