

1 **GUTRIDE SAFIER LLP**  
 2 SETH A. SAFIER (State Bar No. 197427)  
 3 MARIE A. MCCRARY (State Bar No. 262670)  
 4 ANTHONY J. PATEK (State Bar No. 228964)  
 5 HAYLEY REYNOLDS (State Bar No. 306427)  
 6 100 Pine Street, Suite 1250  
 7 San Francisco, CA 94111  
 8 Telephone: (415) 336-6545  
 9 Facsimile: (415) 449-6469  
 10  
 11 Attorneys for Plaintiffs

8 UNITED STATES DISTRICT COURT FOR THE  
 9  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 MEHVA ROFFMAN and LISA CHONG, as  
 12 individuals, on behalf of themselves, the  
 13 general public, and those similarly situated,

14 Plaintiffs,

15 v.

16 PERFECT BAR, LLC,

17 Defendant.  
 18

CASE NO. 3:22-cv-02479-JSC

AMENDED CLASS ACTION COMPLAINT  
 FOR VIOLATION OF THE CALIFORNIA  
 UNFAIR COMPETITION LAW

JURY TRIAL DEMANDED

19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

**INTRODUCTION**

1  
2 1. Plaintiffs Mehva Roffman and Lisa Chong, by and through their counsel, bring this  
3 class action against Defendant Perfect Bar, LLC (“Defendant”) to seek redress for its unlawful  
4 practices in labeling and marketing its consumer food products.

5 2. Consumers are increasingly health conscious and, as a result, many consumers seek  
6 foods high in protein. To capitalize on this trend, Defendant prominently labels its consumer food  
7 products as providing specific amounts of protein per serving depending on the product, such as  
8 “15G PROTEIN” on the front of the Perfect Bar in Dark Chocolate Chip Peanut Butter flavor and  
9 “7G PROTEIN” on the front of the Perfect Peanut Butter Cups Dark Chocolate flavor. Consumers,  
10 in turn, reasonably expect that each product will actually provide the amount of protein per serving  
11 claimed on the front of the product package in a form that can be used by the body as protein.

12 3. However, the Food and Drug Administration (“FDA”) prohibits such front label  
13 claims about the amount of protein, unless manufactures also provide additional information in  
14 the nutrition fact panel about how much of the recommended daily value for protein that the  
15 product will actually provide. 21 C.F.R. §§ 101.9(c)(7)(i), 101.13 (b), (n). That is because the  
16 Food and Drug Administration (“FDA”) recognizes that (1) when manufacturers tout an amount  
17 of protein on the front label that amount is likely to be material to purchasing decisions, even  
18 though reasonable consumers may not know the total amount of protein they need to ingest on a  
19 daily basis, and (2) not all proteins are the same in their ability to meet human nutritional  
20 requirements, so a simple statement about the number of grams does not actually inform  
21 consumers about how much usable protein they are receiving. Some proteins are deficient in one  
22 or more of the nine amino acids essential to human protein synthesis and/or are not fully  
23 digestible within the human gut. When a human body uses up the least prevalent essential amino  
24 acid from a food product, protein synthesis shuts down and all of the remaining amino acids from  
25 that protein source degrade mostly into waste. Likewise, whatever portion of a protein source is  
26 not digestible is similarly unavailable for protein synthesis. A protein’s ability to support human  
27 nutritional requirements is known as its “quality.”

28 4. The FDA required method for measuring protein quality is called the “Protein

1 Digestibility Corrected Amino Acid Score”—known by its acronym PDCAAS (pronounced Pee-  
2 Dee-Kass). It combines a protein source’s amino acid profile and its percent digestibility into a  
3 discount factor ranging from 0.0 to 1.0 that, when multiplied by the total protein quantity, shows  
4 how much protein in a product is actually available to support human nutritional requirements.  
5 The regulations term this the “corrected amount of protein per serving.” 21 C.F.R.  
6 § 101.9(c)(7)(ii). For example, a PDCAAS of 0.5 means that only half of the protein in that  
7 product is actually available to support human protein needs. If the product contained 10 grams  
8 total protein per serving, the corrected amount of protein would be only 5 grams per serving.

9         5. Because protein products can vary widely in their ability to support human protein  
10 needs (even between two comparator products with the same total protein quantity) and  
11 consumers are generally unaware about the usability of various proteins, and may even be  
12 unaware of the total amount of usable protein they should ingest each day, the FDA prohibits  
13 manufacturers from advertising or promoting their products with a protein claim unless they have  
14 satisfied various requirements, of which two are most important here. First, the manufacturer  
15 must calculate the “corrected amount of protein per serving” based on the quality of the product’s  
16 protein using the PDCAAS method. Second, the manufacturer must use the PDCAAS  
17 computation to provide “a statement of the corrected amount of protein per serving” The FDA  
18 prohibits front label claims about the amount of protein, unless manufactures also provide  
19 information about the protein quality in the nutrition fact panel (“NFP”) “expressed as” a percent  
20 daily value (“%DV”) and placed immediately adjacent to the statement of protein quantity. 21  
21 C.F.R. § 101.9(c)(7)(i)-(iii). The %DV is the corrected amount of protein per serving divided by  
22 the daily reference value for protein of 50 grams. *Id.* Using the same example of a product  
23 containing 10 grams total protein per serving with a PDCAAS of .5, the %DV is 10% (5g/50g).  
24 Had all of the protein in the product been useful in human nutrition, the %DV would be 20%  
25 (10g/50g).

26         6. The primary protein source in Defendant’s products is nut protein (including  
27 peanuts, cashews, and almonds). Nuts are low quality protein with a PDCAAS score of between  
28 0.4 and 0.5, which means that only 40-50% of the protein in Defendant’s products is actually

1 available to support human protein needs. Accordingly, although Defendant advertises its Perfect  
2 Bar in Dark Chocolate Chip Peanut Butter flavor, for example, with a “15g PROTEIN” claim, it  
3 actually provides, in a form that humans can use, as little as 7.5 grams of protein, i.e., less than  
4 half the protein consumers reasonably expect to receive based on the label.

5 7. Nevertheless, Defendant failed to provide in the NFP a statement of the corrected  
6 amount of protein per serving calculated according to the PDCAAS methodology and expressed  
7 as a %DV on many of its products including the Perfect Peanut Cups, Perfect Bites, and Perfect  
8 Kids Bars,. Accordingly, the protein claims on the front of the package, such as “10g PLANT-  
9 BASED Protein” are unlawful and in violation of parallel state and federal laws. 21 C.F.R. §  
10 101.9(c)(7)(i), 101.13(b), (n). The failure to include a statement of the corrected amount of  
11 protein inside the NFP also rendered the NFP itself unlawful. *Id.* § 101.9(c)(7)(i).

12 8. Defendant’s unlawful conduct caused Plaintiffs and members of the Class to pay a  
13 price premium for the products.

14 **PARTIES**

15 9. Mehva Roffman (“Roffman”) is an individual and a resident of San Francisco,  
16 California.

17 10. Lisa Chong (“Chong”) is an individual and a resident of San Francisco, California.

18 11. Roffman and Chong are collectively referred to hereafter as “Plaintiffs.”

19 12. Defendant Perfect Bar, LLC. (“Defendant”) is a corporation existing under the laws  
20 of Delaware with its principal place of business in San Diego, California.

21 **JURISDICTION AND VENUE**

22 13. This Court has jurisdiction over the subject matter of this action pursuant to 28

23 14. U.S.C. § 1332(d)(2). The aggregate amount in controversy exceeds \$5,000,000,  
24 exclusive of interest and costs; and Plaintiffs and Defendant are citizens of different states.

25 15. The injuries, damages and/or harm upon which this action is based, occurred or  
26 arose out of activities engaged in by Defendant within, affecting, and emanating from, the State  
27 of California. Defendant regularly conducts and/or solicits business in, engages in other persistent  
28 courses of conduct in, and/or derives substantial revenue from products provided to persons in the

1 State of California. Defendant has engaged, and continues to engage, in substantial and  
2 continuous business practices in the State of California.

3 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a  
4 substantial part of the events or omissions giving rise to the claims occurred in the state of  
5 California, including within this District.

6 17. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

7 **SUBSTANTIVE ALLEGATIONS**

8 18. Defendant manufactures, distributes, markets, advertises, and sells a variety of  
9 protein products in the United States under the brand name “Perfect Bar.” These products,  
10 including protein bars and peanut butter cups, have packaging that predominately, uniformly, and  
11 consistently states on the principal display panel of the product labels that they contain and  
12 provide a certain amount of protein per serving. Plaintiffs attach as Exhibit A to the original  
13 Complaint a non-exhaustive list of the products that make protein claims on the front of the  
14 product packages. The products listed in Exhibit A, and any other Perfect Bar brand products  
15 (including any discontinued flavors sold during the Class Period) that claim a specific amount of  
16 protein on the front of its label, will hereinafter be referred to as the “Products.”

17 19. The representation that the Products contain and provide a specific amount of  
18 protein per serving was uniformly communicated to Plaintiffs and every other person who  
19 purchased any of the Products. The same or substantially similar product label has appeared on  
20 each Product during the entirety of the Class Period in the general form of the following example:  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



20. The nutrition facts panel on the back of some of Products, including the Perfect Peanut Butter Cups, Perfect Bites, and the Perfect Kids Bars, uniformly and consistently failed to provide any statement of the corrected amount of protein per serving, expressed as a %DV, throughout the Class Period. The nutrition facts panel of the Products has appeared consistently throughout the Class Period in the general form of the following example (from the Perfect Peanut Butter Cup Dark Chocolate flavor):

<b>Nutrition Facts</b>	<b>Amount/serving</b>	<b>% DV</b>	<b>Amount/serving</b>	<b>% DV</b>
	1 serving	<b>Total Fat</b> 14g	<b>18%</b>	<b>Sodium</b> 125mg
<b>Serving size</b> <b>2 Cups (40g)</b>	Sat. Fat 4.5g	<b>23%</b>	<b>Total Carb.</b> 16g	<b>6%</b>
	Trans Fat 0g		Dietary Fiber 3g	<b>11%</b>
<b>Calories</b> <b>210</b> <b>per serving</b>	Polyunsat. Fat 1g		Total Sugars 11g	
	Monounsat. Fat 8g		Incl. 9g Added Sugars	<b>18%</b>
	<b>Cholesterol</b> 5mg	<b>2%</b>	<b>Protein</b> 7g	
	Vitamin D 0% • Calcium 4% • Iron 10% • Potassium 4%			
	Vitamin E 8% • Niacin 20% • Folate 6% • Magnesium 8% • Zinc 6%			

**INGREDIENTS:** Peanut Butter\*, Dark Chocolate\*† (Cacao Beans\*, Cane Sugar\*, Cocoa Butter\*, Sunflower Lecithin), Honey\*, Nonfat Dry Milk\*, Rice Protein\*, Dried Whole Egg Powder\*, Sea Salt, Dried Whole Food Powders (Kale\*, Flax Seed\*, Rose Hip\*, Orange\*, Lemon\*, Papaya\*, Tomato\*, Apple\*, Alfalfa\*, Celery\*, Kelp\*, Dulce\*, Carrot\*, Spinach\*), Sunflower Lecithin\*, Flax Seed Oil\*, Sunflower Oil\*, Sesame Seed Oil\*, Olive Oil\*, Pumpkin Seed Oil\*. \*Organic †Fair Trade Chocolate  
**ALLERGEN WARNING: CONTAINS PEANUTS, MILK AND EGGS. PRODUCED ON EQUIPMENT ALSO HANDLING TREE NUTS. MAY CONTAIN OCCASIONAL NUT SHELLS.**

1           21. As described in detail below, Defendant’s front label protein claims, which  
2 advertise the Products as containing and providing specific amounts of protein per serving, are  
3 unlawful because Defendant did not: (1) calculate the “corrected amount of protein per serving”  
4 based on the quality of the product’s protein using the PDCAAS method; and (2) provide a  
5 statement of that corrected amount of protein per serving in the NFP, expressed as %DV. 21  
6 C.F.R. § 101.9(c)(7)(i) & (iii). Defendant’s failure to comply with § 101.9 also makes the front  
7 label claims unlawful under §§ 101.13(n) and (b). The unlawful front label protein claims induced  
8 consumers to purchase the Products at a premium price. Had Defendant not included a protein  
9 claim on the front label of its Products, as required by FDA regulations, reasonable consumers  
10 would not have purchased or would have paid less for the Products.

11           22. Defendant’s NFP is also unlawful due to its failure to comply  
12 with § 101.9(c)(7)(i). Had Defendant included the required statement of the corrected amount of  
13 protein per serving, expressed as a %DV, it would have revealed that the Products provide  
14 significantly less protein than claimed because Defendant uses low quality proteins in its  
15 products. The absence of this information also allowed Defendant to charge a price premium. Had  
16 Defendant provided the %DV in the NFP, reasonable consumers would not have purchased or  
17 would have paid less for the Products.

### 18 **Consumer Demand for Protein**

19           23. Many American consumers are health conscious and seek wholesome, natural  
20 foods to keep a healthy diet, so they routinely rely upon nutrition information when selecting and  
21 purchasing food items. This is especially true in the community of athletes, registered dietitians,  
22 and coaches, to which Defendant markets. As noted by FDA Commissioner Margaret Hamburg  
23 during an October 2009 media briefing, “[s]tudies show that consumers trust and believe the  
24 nutrition facts information and that many consumers use it to help them build a healthy diet.”  
25  
26  
27  
28



1 Indeed, the FDA recommends relying on Nutrition Facts Labels as the primary tool to monitor the  
2 consumption of protein.<sup>1</sup>

3 24. Protein is found throughout the body—in muscle, bone, skin, hair, and virtually  
4 every other body part or tissue. The health benefits of protein are well studied and wide ranging.  
5 Scientific studies have confirmed that protein can assist in weight loss, reduce blood pressure,  
6 reduce cholesterol, and control for risk factors for cardiovascular diseases. The National  
7 Academy of Medicine recommends that adults get a minimum of .8 grams of protein for every  
8 kilogram of body weight per day, or just over 7 grams for every 20 pounds of body weight.<sup>2</sup> For a  
9 140-pound person, that means about 50 grams of protein each day. For a 200-pound person, that  
10 means about 70 grams of protein each day.

11 25. Athletes and fitness enthusiasts typically consume much higher amounts of protein  
12 each day; typically between 1 to 1.5 grams of protein for every pound of body weight.

13 26. The health benefits of protein are just as important, if not more important, for  
14 children. Children are in a relative state of constant growth and rely on protein as the building  
15 block of muscle, bone, skin, hair, and virtually every other body part or tissue. The National  
16 Academies of Science recommends the following amounts of daily intake of protein based on age  
17 group: 1-3 years old: 13 g of protein per day; 4-8 years old: 19 g of protein per day; 9-13 years  
18 old: 34 g of protein per day.<sup>3</sup>

19 27. Protein *quantity* by itself does not tell the full story of protein from a human  
20 nutritional standpoint. A protein's *quality* is also critical because humans cannot fully digest or  
21 utilize some proteins. Proteins are not monolithic. They are simply chains of amino acids, and  
22 different types of amino acids chained together in different ways will make different types of  
23 proteins. Further, the makeup of the protein changes the function of that protein in the body, and  
24 certain types of proteins are more easily digested and used by humans than others.

---

25 <sup>1</sup> FDA Protein Fact Sheet,  
26 <https://www.accessdata.fda.gov/scripts/InteractiveNutritionFactsLabel/factsheets/Protein.pdf>

27 <sup>2</sup> National Academies of Medicine. *Dietary Reference Intakes for Energy, Carbohydrate, Fiber,*  
*Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids (Macronutrients).*

28 <sup>3</sup> *Id.*



1           28. All of a human’s proteins are formed through the process of protein synthesis  
2 within their own bodies. That is, although humans consume dietary proteins, they digest those  
3 proteins, break them down into their constituent amino acids, and then use those amino acids as  
4 building blocks to synthesize the human proteins necessary for life, tissue repair, and other  
5 functions. Of the twenty total amino acids, humans can produce only eleven of them on their own.  
6 Humans cannot produce, under any circumstances, nine of the amino acids required for protein  
7 synthesis. These nine amino acids are called the “essential amino acids” and they must be  
8 supplied through a person’s diet.

9           29. All nine essential amino acids are necessary for protein synthesis to take place.  
10 Lacking even one essential amino acid will prevent protein synthesis from occurring, and the rest  
11 of the proteins will degrade into waste. Accordingly, once the body uses up the limiting essential  
12 amino acid from a protein source, the remainder of that protein becomes useless to human protein  
13 synthesis and has little nutritional value. As the FDA has explicitly recognized, “[b]ecause excess  
14 amino acids are not stored in the body, humans need a constant supply of good quality dietary  
15 proteins to support growth and development.” 58 Fed. Reg. 2079 at 2101. High-quality proteins,  
16 therefore, are those that contain all nine essential amino acids because they have a greater effect  
17 on protein synthesis and are fully digestible. A dietary protein containing all of the essential  
18 amino acids in the correct proportions is typically called a “complete protein.”

19           30. A protein source’s digestibility also affects the amount of useable protein a person  
20 receives from consuming it. Many plant-based proteins are only 85% digestible, meaning 15% of  
21 the protein from that source will simply pass through the body without ever being absorbed at all.

22           31. As the FDA has stated in official guidance, “Accurate methods for determining  
23 protein quality are necessary because different food protein sources are not equivalent in their  
24 ability to support growth and body protein maintenance.” 56 Fed. Reg. 60366, § B. The Protein  
25 Digestibility Corrected Amino Acid Score (“PDCAAS”), is the FDA mandated measure of  
26 protein quality, and it accounts for both the amino acid profile and the digestibility of the protein.  
27 21 C.F.R. § 101.9(c)(7)(ii).

28

1           32.     The PDCAAS method requires the manufacturer to determine the amount of  
2 essential amino acids that the food contains and then combine that with the proteins' digestibility  
3 into an overall discount factor (i.e., a "score" from 0.0-1.0) that represents the actual amount of  
4 protein the food provides nutritionally when multiplied by raw protein quantity. The regulations  
5 term this the "corrected amount of protein per serving." 21 C.F.R. § 101.9(c)(7)(i).

6           33.     Defendant uses plant-based nut proteins in its products. Because of the differences  
7 in benefits depending on the amino acid composition of a protein, the source of protein is  
8 important. Whey protein is animal-based and contains all nine essential amino acids. It has a high  
9 biological value and is fully digestible by humans. Thus, whey protein has a PDCAAS of 1.0.  
10 Plant proteins rarely contain all nine essential amino acids. Further, plant proteins such as nut  
11 proteins (including peanuts and almonds), which Defendant uses in the Products according to the  
12 ingredient lists, are of low quality to humans. These types of proteins typically have a PDCAAS  
13 of between .4 and .5, meaning only 40-50% of the protein from those sources will be useable by  
14 humans as protein. Accordingly, Defendant's use of low quality proteins means that they actually  
15 provide far less protein to humans than the Product labels claim.

### 16 **Federal and State Regulations Governing Food Labeling**

17           34.     Identical federal and California laws regulate the content of labels on packaged  
18 food. The requirements of the federal Food, Drug & Cosmetic Act ("FDCA"), and its labeling  
19 regulations, including those set forth in 21 C.F.R. §§ 101, 102, were adopted by the California  
20 legislature in the Sherman Food Drug & Cosmetic Law (the "Sherman Law"). California Health  
21 & Safety Code § 110100 ("All food labeling regulations and any amendments to those regulations  
22 adopted pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that date  
23 shall be the food labeling regulations of this state."). The federal laws and regulations discussed  
24 below are applicable nationwide to all sales of packaged food products. Additionally, none of the  
25 California laws sought to be enforced here imposes different requirements on the labeling of  
26 packaged food for sale in the United States.

27           35.     According to FDA regulations, "[a] statement of the corrected amount of protein  
28 per serving, as determined in paragraph (c)(7)(ii) of this section, calculated as a percentage of the

1 RDI or DRV for protein, as appropriate, and expressed as a Percent of Daily Value . . . *shall* be  
2 given if a protein claim is made for the product . . .” 21 C.F.R. 101.9(c)(7)(i) (emphasis added). If  
3 a manufacturer does not want to perform PDCAAS and provide a statement of the corrected  
4 amount of protein per serving in the NFP, then it shall not make any protein claims.

5 36. The regulation governing nutrient content claims, section 101.13, also makes this  
6 plain. Section 101.13(n) provides that “[n]utrition labeling in accordance with § 101.9 . . . shall be  
7 provided for any food for which a nutrient content claim is made” and § 101.13(b) states “a  
8 nutrient content claim[] may not be made on the label . . . unless the claim is made in accordance  
9 with this regulation [i.e., § 101.13] . . . .” In other words, a manufacturer may not make any  
10 protein nutrient content claims on the front labels of their products unless they have complied  
11 with the requirements for protein labeling in the nutrition facts panel pursuant to section  
12 101.9(c)(7). Indeed, the FDA made clear when promulgating § 101.13(n) that it means that a  
13 manufacturer can only make “a nutrient content claim . . . on the label or in labeling of a food,  
14 provided that the food bears nutrition labeling that complies with the requirements in proposed  
15 § 101.9.” 58 Fed. Reg. 2302, 23310.

16 37. Further, FDA regulations require the %DV to be calculated using PDCAAS, a  
17 method that accounts for both protein quantity and protein quality. 21 C.F.R. § 101.9(c)(7)(i)-  
18 (iii); FDA Food Labeling Guide, p. 29, Question N.22.<sup>4</sup> The first step is to calculate the  
19 “corrected amount of protein per serving” by multiplying protein quantity by the PDCAAS  
20 quality value, and then dividing that “corrected amount” by 50 grams (the “recommended daily  
21 value” for protein) to come up with the %DV. *Id.*

22 38. The Products all make protein claims on the front label, but fail to provide a  
23 statement of the corrected amount of protein per serving in the NFP calculated according to the  
24 PDCAAS method. The protein claims on the front of these Products are, therefore, unlawful, and  
25

26 \_\_\_\_\_  
27 <sup>4</sup> Guidance for Industry: A Food Labeling Guide (“FDA Food Labeling Guide”) p. 29, Question  
28 N22, U.S. Food & Drug Administration, <https://www.fda.gov/media/81606/download> (last  
accessed February 18, 2020).

1 were never permitted to be on the labels in the first instance under §§ 101.9(c)(7)(i), 101.13(n),  
2 and 101.13(b).

3 39. Defendant's use of a front-label protein claim, while failing to include the required  
4 statement of the corrected amount of protein per serving in the NFP calculated using the  
5 PDCAAS method and expressed as a %DV, enabled Defendant to conceal the fact that its  
6 Products consist of low quality proteins that simply do not provide all of the protein that quantity  
7 alone represents. Indeed, when promulgating 21 C.F.R. § 101.9(c)(7), the FDA explained in  
8 published guidance that "Information on protein quantity alone can be misleading on foods that  
9 are of low protein quality." It also explained that it was prohibiting manufacturers from making  
10 any protein claims at all *unless* the manufacturer provides a statement of the corrected amount of  
11 protein per serving in the NFP based on PDCAAS. 58 Fed. Reg. 2079 at 2101-2.

12 **Defendant's Marketing and Labeling of the Products Violates State and Federal Food**  
13 **Labeling Laws**

14 40. Defendant's Products are unlawful, misbranded, and violate the Sherman Law,  
15 California Health & Safety Code § 110660, *et seq.* Defendant makes protein content claims on the  
16 front of the Product packages even though, for some of the Products, it uniformly fails to provide  
17 a statement of the corrected amount of protein per serving in the NFP calculated according to the  
18 PDCAAS method and expressed as a %DV as required by 21 C.F.R. § 101.9(c)(7)(i). Defendant's  
19 failure to comply with this requirement render its front label protein claim unlawful per se and the  
20 product misbranded pursuant to §§ 101.13(n) and (b), as well as under § 101.9(c)(7)(i) itself.  
21 Defendant's omission of the %DV from the NFP despite the fact that it makes front label protein  
22 claims is also renders its NFP unlawful in violation of § 101.9(c)(7)(i)-(iii).

23 41. Defendant's marketing, advertising, and sale of the Products violates the false  
24 advertising provisions of the Sherman Law (California Health & Safety Code §§ 110390, *et seq.*),  
25 including but not limited to sections 110398 and 110400, which make it unlawful to advertise  
26 misbranded food.

27 42. Defendant's marketing, advertising, and sale of the Products violates the  
28 misbranding provisions of the Sherman Law (California Health & Safety Code § 110660, *et seq.*),  
including but not limited to:

- 1 a. Section 110665 (a food is misbranded if its labeling does not conform with the
- 2 requirements for nutrition labeling as set forth in 21 U.S.C. Sec. 343(q));
- 3 b. Section 110705 (a food is misbranded if words, statements and other information
- 4 required by the Sherman Law to appear food labeling is either missing or not
- 5 sufficiently conspicuous);
- 6 c. Section 110760, which makes it unlawful for any person to manufacture, sell,
- 7 deliver, hold, or offer for sale any food that is misbranded;
- 8 d. Section 110765, which makes it unlawful for any person to misbrand any food; and
- 9 e. Section 110770, which makes it unlawful for any person to receive in commerce
- 10 any food that is misbranded or to deliver or proffer for delivery any such food.

11 43. Defendant has violated 21 U.S.C. § 343(a), and the standards set by FDA  
12 regulations, including but not limited to 21 C.F.R. § 101.9 (c)(7), which have been incorporated by  
13 reference in the Sherman Law, by failing to include on their product labels the nutritional  
14 information required by law.

15 44. A reasonable consumer would expect that the Products provide what Defendant  
16 identifies them to provide on the product labels and that the labels would not be contrary to the  
17 policies or regulations of the State of California and/or the FDA. For example, a reasonable  
18 consumer would expect that when Defendant labels its Products with “15G PROTEIN” as it  
19 claimed on the Perfect Bar in Dark Chocolate Chip Peanut Butter flavor label, the Products would  
20 provide 15 grams of protein per serving in a form their bodies could use as protein.

21 45. Consumers lack the meaningful ability to test or independently ascertain the  
22 truthfulness of Defendant’s food labeling claims, especially at the point of sale. Reasonable  
23 consumers do not walk around with the PDCAAS values for various protein sources stored in their  
24 heads. Its discovery requires investigation well beyond the grocery store aisle and knowledge of  
25 food chemistry beyond that of the average consumer. An average consumer does not have the  
26 specialized knowledge necessary to ascertain that a serving of a Product does not provide the  
27 number of grams of protein that is represented on the front of the product package. An average  
28 consumer also lacks the specialized knowledge necessary to determine the PDCAAS for the

1 Products. The average reasonable consumer had no reason to suspect that Defendant's  
2 representations on the packages were misleading or unlawful. Therefore, consumers had no reason  
3 to investigate whether the Products actually do provide the amount of protein per serving that the  
4 labels claim they do and reasonably relied on Defendant's representations regarding the nature of  
5 the Products.

6 46. Defendant intends and knows that consumers will and do rely upon front label  
7 claims in making their purchasing decisions. Label claims and other forms of advertising and  
8 marketing drive product sales, particularly if placed prominently on the front of product packaging,  
9 as Defendant has done with the claims on the Products that they contain and provide specific  
10 amounts of protein per serving.

11 **Defendant Unlawfully Markets the Products to Increase Profits and Gain a Competitive**  
12 **Edge**

13 47. In making unlawful representations, Defendant distinguishes the Products from its  
14 competitors' products. Defendant knew and intended that consumers would purchase, and pay a  
15 premium for, products labeled with a protein claim. By using this branding and marketing strategy,  
16 Defendant is stating that the Products are superior to, better than, and more nutritious and healthful  
17 than other products that do not make protein claims or that properly provide the required statement  
18 of the corrected amount of protein in the product as determined by the PDCAAS method and  
19 express as a %DV.

20 **Defendant Intends to Continue to Market the Products as Containing More Protein than**  
21 **the Products Actually Contain**

22 48. Because consumers pay a price premium for products that make protein claims, and  
23 also pay a premium for products that provide more protein, by labeling its Products as containing  
24 more grams of protein per serving than they actually provide, Defendant is able to both increase its  
25 sales and retain more profits.

26 49. Defendant engaged in the practices complained of herein to further its private  
27 interests of: (i) increasing sales of the Products while decreasing the sales of competitors that do  
28 not misrepresent the number of grams of protein contained in its products, and/or (ii) commanding

1 a higher price for its Products because consumers will pay more for the Products due to  
2 consumers' demand for products containing more protein.

3 50. The market for protein products is continuing to grow and expand, and because  
4 Defendant knows consumers rely on representations about the number of grams of protein in food  
5 products, Defendant has an incentive to continue to make such unlawful representations. In  
6 addition, other trends suggest that Defendant has no incentive to change its labeling practices.

7 51. For example, one market analysis revealed that between 2013-2017, product  
8 launches with a protein claim grew 31%.<sup>5</sup>

9 52. To capitalize on the growing market, Defendant continues to launch new product  
10 lines and flavors to diversify its portfolio to maintain its competitive edge. Moreover, Defendant  
11 has continued to replicate its misrepresentations on new products. It is therefore likely that  
12 Defendant will continue to unlawfully advertise the Products and perpetuate the misrepresentations  
13 regarding the protein in the Products.

#### 14 **PLAINTIFFS' EXPERIENCES**

##### 15 **Chong**

16 53. Plaintiff Chong has purchased Perfect Bar protein bars in the Dark Chocolate Chip  
17 Peanut Butter flavor at stores in the Bay Area, including Safeway in Daly City, California and  
18 Target in Colma, California, from approximately January 2018 to approximately March 2020.

19 54. Plaintiff Chong made each of her purchases of the Perfect Bar protein bar in Dark  
20 Chocolate Chip Peanut Butter flavor after reading and relying on the product front labels that  
21 promised that the bars provided "15G PROTEIN" on the front of the product package. She relied  
22 on the protein representation for each purchase and purchased each product because of the protein  
23 representations. She also believed in the truth of each representation, i.e., that the product would  
24 actually provide her the specific amount of protein on the front label in a form her body could  
25 utilize as protein. Had Defendant complied with the law, and not made the protein claims on the

26 \_\_\_\_\_  
27 <sup>5</sup> [https://www.bakeryandsnacks.com/Article/2018/11/26/10-key-snack-trends-to-watch?utm\\_source=copyright&utm\\_medium=OnSite&utm\\_campaign=copyright](https://www.bakeryandsnacks.com/Article/2018/11/26/10-key-snack-trends-to-watch?utm_source=copyright&utm_medium=OnSite&utm_campaign=copyright)  
28



1 front of its packages in these circumstances, she would not have been drawn to the Products and  
2 would not have purchased them. At a minimum she would have paid less for each Product.

3 55. Moreover, had Defendant adequately disclosed the corrected amount of protein per  
4 serving for each Product expressed as a %DV, as FDA regulations require, Plaintiff Chong would  
5 not have purchased the Products or would have, at minimum, paid less for them. Plaintiff Chong  
6 regularly checks the NFP before purchasing any product and uses that as a basis for buying and/or  
7 comparing similar products. She looked at and read the NFP on the Perfect Bar protein bar in Dark  
8 Chocolate Chip Peanut Butter flavor before purchasing it for the first time. Ms. Chong is, and was  
9 at the time of her purchase, a marathon runner in training for whom high protein intake is  
10 important. She examines the %DV column for protein when manufacturers provide that  
11 information, although not all always do. When manufacturers provide that information, she will  
12 always choose the product that provides more of the recommended daily value of protein (i.e., has  
13 a higher %DV for protein) because, to ensure her body gets the protein it needs for running  
14 marathons and recovering therefrom, she needs to make sure she receives an ample amount of  
15 protein. When a manufacturer does not provide a %DV for protein, she can only go off of the  
16 stated grams of protein, and she assumes that all of those disclosed grams are in a form her body  
17 can use as protein.

18 56. When she purchased the Perfect Bar protein bars in the Dark Chocolate Chip Peanut  
19 Butter flavor, relying on the representation of “15G PROTEIN” per serving, Plaintiff was looking  
20 for a product that would provide her 15 grams of useable protein per serving. Had she seen that the  
21 product provided only 15% (or less) of the daily value for protein—i.e., only approximately 7  
22 grams or less corrected amount of protein per serving—she would not have purchased the product  
23 or, at a minimum would have paid less for it. Plaintiff would also have used the information as a  
24 basis to compare similar products and would have chosen instead to purchase one with a higher  
25 %DV. Without the statement of the corrected amount of protein per serving in the form of a %DV,  
26 the only information plaintiff had about the Products was the 15 gram protein quantity claim, and  
27 she believed she was receiving the full amount of that quantity in a form her body could use.  
28 Because the Products did not provide any statement of the corrected amount of protein per serving,

1 she did not have any reason to believe that the Products provided less protein than the amount  
2 represented in the NFP and on the front of the label. Nor did she have any reason to know the  
3 Products consisted of anything other than high quality proteins, and did in fact believe she was  
4 receiving 15 grams of high quality protein.

5 57. Plaintiff Chong not only purchased the Products because the labels said that they  
6 provided a specified amount of protein per serving, but she also paid more money for the Products  
7 than she would have paid had the product not unlawfully contained a protein claim, or had that  
8 protein claim not unlawfully omitted the %DV of protein it provided.

9 58. Had Defendant complied with the law and not included protein claims on the front  
10 label, or provided a statement of the corrected amount of protein per serving in the NFP Plaintiff  
11 Chong would not have purchased the Products or, at a very minimum, she would have paid less for  
12 them..

13 59. Plaintiff Chong continues to desire to purchase protein products, including those  
14 marketed and sold by Defendant. If the Products were reformulated to provide the grams of protein  
15 that are represented on the labels, Plaintiff Chong would likely purchase them again in the future.  
16 Plaintiff Chong regularly visits stores where the Products and other protein products are sold.  
17 Because Plaintiff Chong does not know the formula for Defendant's products and cannot test  
18 whether or not the Products provide the amount of protein that is represented on the label.

19 **Roffman**

20 60. Plaintiff Roffman has purchased Perfect Peanut Butter Cups Dark Chocolate and  
21 Milk Chocolate flavor at stores in the Bay Area, including Whole Foods on Ocean Avenue in San  
22 Francisco, California from approximately January 2019 to approximately January 2022.

23 61. Plaintiff Roffman made each of her purchases of the Perfect Peanut Butter Cups  
24 after reading and relying on the product front labels that promised that the bars provided "7G  
25 PROTEIN" on the front of the dark chocolate package and "8G PROTEIN" on the front of the  
26 milk chocolate package. She relied on the protein representation for each purchase and purchased  
27 each product because of the protein representations. She also believed in the truth of each  
28 representation, i.e., that the product would actually provide her the specific amount of protein on

1 the front label in a form her body could utilize as protein. Had Defendant complied with the law,  
2 and not made the protein claims on the front of its packages in these circumstances, she would not  
3 have been drawn to the Products and would not have purchased them. At a minimum she would  
4 have paid less for each Product.

5         62. Moreover, had Defendant adequately disclosed the corrected amount of protein per  
6 serving for each Product expressed as a %DV, as FDA regulations require, Plaintiff Roffman  
7 would not have purchased the Products or would have, at minimum, paid less for them. Plaintiff  
8 Roffman regularly checks the NFP before purchasing any product and uses that as a basis for  
9 buying and/or comparing similar products. She looked at and read the NFP on the Peanut Butter  
10 cups before purchasing them for the first time. Plaintiff Roffman is very concerned about protein  
11 content because of her age and her career as a yoga instructor; she regularly does weight training to  
12 build muscle and avoid sarcopena, and feels a strong need to consume high quality proteins to keep  
13 and add muscle. She examines the %DV column for protein when manufacturers provide that  
14 information, although not all always do. When manufacturers provide that information, she will  
15 always choose the product that provides more of the recommended daily value of protein (i.e., has  
16 a higher %DV for protein) because, as an older person who wishes to continue to practice and  
17 teach yoga multiple times each day and maintain her muscle mass, she needs to make sure she  
18 receives an ample amount of protein. When a manufacturer does not provide a %DV for protein,  
19 she can only go off of the stated grams of protein, and she assumes that all of those disclosed  
20 grams are in a form her body can use as protein.

21         63. When she purchased the Perfect Peanut Butter Cups Dark Chocolate and Milk  
22 Chocolate flavor, relying on the representations of “7G PROTEIN” (for dark chocolate) and “8G  
23 PROTEIN” (for milk chocolate) per serving, Plaintiff Roffman was looking for a product that  
24 would provide her 7 or 8 grams of useable protein per serving. Had she seen that the products  
25 provided only ~8% (or less) of the daily value for protein—i.e., only approximately 3.5 grams (for  
26 dark chocolate) or 4 grams (for milk chocolate), or less corrected amount of protein per serving—  
27 she would not have purchased the products or, at a minimum would have paid less for them.  
28 Plaintiff Roffman would also have used the information as a basis to compare similar products and

1 would have chosen instead to purchase one with a higher %DV. Without the statement of the  
2 corrected amount of protein per serving in the form of a %DV, the only information Plaintiff had  
3 about the Products was the 7 and 8 gram protein quantity claims, and she believed she was  
4 receiving the full amount of that quantity in a form her body could use. Because the Products did  
5 not provide any statement of the corrected amount of protein per serving, she did not have any  
6 reason to believe that the Products provided less protein than the amount represented in the NFP  
7 and on the front of the label. Nor did she have any reason to know the Products consisted of  
8 anything other than high quality proteins, and did in fact believe she was receiving 7 or 8 grams of  
9 high quality protein.

10 64. Plaintiff Roffman not only purchased the Products because the labels said that they  
11 provided a specified amount of protein per serving, but she also paid more money for the Products  
12 than she would have paid had the product not unlawfully contained a protein claim, or had that  
13 protein claim not unlawfully omitted the %DV of grams of protein it provided.

14 65. Had Defendant complied with the law and not included protein claims on the front  
15 label, or provided a statement of the corrected amount of protein per serving in the NFP Plaintiff  
16 Roffman would not have purchased the Products or, at a very minimum, she would have paid less  
17 for them.

18 66. Plaintiff Roffman continues to desire to purchase protein products, including those  
19 marketed and sold by Defendant. If the Products were reformulated to provide the grams of protein  
20 that are represented on the labels, Plaintiff Roffman would likely purchase them again in the  
21 future. Plaintiff Roffman regularly visits stores where the Products and other protein products are  
22 sold. Because Plaintiff Roffman does not know the formula for Defendant's products and cannot  
23 test whether or not the Products provide the amount of protein that is represented on the label.

#### 24 **CLASS ALLEGATIONS**

25 67. Plaintiffs bring this class action lawsuit on behalf of themselves and a proposed  
26 class of similarly situated persons, pursuant to Rule 23(b)(2) and (b)(3) of the Federal Rules of  
27 Civil Procedure. Plaintiffs seek to represent the following groups of similarly situated persons,  
28 defined as follows:

1 The Class: All persons in the United States who purchased the Products between  
2 April 22, 2018 and the present.

3 The California Subclass: All persons in the State of California who purchased the  
4 Products between April 22, 2018 and the present.

5 57. This action has been brought and may properly be maintained as a class action  
6 against Defendant because there is a well-defined community of interest in the litigation and the  
7 proposed classes are easily ascertainable.

8 68. Numerosity: Plaintiffs do not know the exact size the Classes, but they estimate  
9 that it is composed of more than 100 persons. The persons in the Classes are so numerous that the  
10 joinder of all such persons is impracticable and the disposition of their claims in a class action  
11 rather than in individual actions will benefit the parties and the courts.

12 58. Common Questions Predominate: This action involves common questions of law  
13 and fact to the potential Classes because each class member's claim derives from the deceptive,  
14 unlawful and/or unfair statements and omissions that led consumers to believe that the Products  
15 contained the amount of protein as represented on the Product labels. The common questions of  
16 law and fact predominate over individual questions, as proof of a common or single set of facts  
17 will establish the right of each member of the Classes to recover. The questions of law and fact  
18 common to the Classes are:

- 19 a. What is the PDCAAS for the protein in the Products;
- 20 b. Whether the marketing, advertising, packaging, labeling, and other promotional  
21 materials for the Products are unlawful;
- 22 c. Whether Defendant's actions violate Federal and California laws invoked herein;
- 23 d. Whether labeling the Products with a protein claim causes the Products to  
24 command a price premium in the market;
- 25 e. Whether Defendant's failure to provide a statement of the corrected amount of  
26 protein per serving in the Products sold to the Class and Subclass members causes  
27 the Products to command a price premium in the market;
- 28 f. Whether representations regarding the number of grams of protein in the Products  
are material to a reasonable consumer;

- 1 g. Whether Defendant engaged in the behavior knowingly, recklessly, or negligently;
- 2 h. The amount of profits and revenues Defendant earned as a result of the conduct;
- 3 i. Whether Class members are entitled to restitution, injunctive and other equitable
- 4 relief and, if so, what is the nature (and amount) of such relief; and
- 5 j. Whether Class members are entitled to payment of actual, incidental,
- 6 consequential, exemplary and/or statutory damages plus interest thereon, and if so,
- 7 what is the nature of such relief.

8 69. Typicality: Plaintiffs' claims are typical of the claims of the other members of the  
9 Classes because, among other things, all such claims arise out of the same wrongful course of  
10 conduct engaged in by Defendant in violation of law as complained of herein. Further, the  
11 damages of each member of the Classes were caused directly by Defendant's wrongful conduct in  
12 violation of the law as alleged herein.

13 70. Adequacy of Representation: Plaintiffs will fairly and adequately protect the  
14 interests of all Class and Subclass members because it is in their best interests to prosecute the  
15 claims alleged herein to obtain full compensation due to them for the unfair and illegal conduct of  
16 which they complain. Plaintiffs also have no interests that are in conflict with, or antagonistic to,  
17 the interests of the Class and Subclass members. Plaintiffs have retained highly competent and  
18 experienced class action attorneys to represent their interests and that of the Classes. By  
19 prevailing on their own claims, Plaintiffs will establish Defendant's liability to all Class and  
20 Subclass members. Plaintiffs and their counsel have the necessary financial resources to  
21 adequately and vigorously litigate this class action, and Plaintiffs and counsel are aware of their  
22 fiduciary responsibilities to the Class and Subclass members and are determined to diligently  
23 discharge those duties by vigorously seeking the maximum possible recovery for Class and  
24 Subclass members.

25 71. Superiority: There is no plain, speedy, or adequate remedy other than by  
26 maintenance of this class action. The prosecution of individual remedies by members of the  
27 classes will tend to establish inconsistent standards of conduct for Defendant and result in the  
28 impairment of Class members' rights and the disposition of their interests through actions to

1 which they were not parties. Class action treatment will permit a large number of similarly  
2 situated persons to prosecute their common claims in a single forum simultaneously, efficiently,  
3 and without the unnecessary duplication of effort and expense that numerous individual actions  
4 would engender. Furthermore, as the damages suffered by each individual member of the classes  
5 may be relatively small, the expenses and burden of individual litigation would make it difficult  
6 or impossible for individual members of the class to redress the wrongs done to them, while an  
7 important public interest will be served by addressing the matter as a class action.

8 72. Plaintiffs are unaware of any difficulties that are likely to be encountered in the  
9 management of this action that would preclude its maintenance as a class action.

10 **CAUSES OF ACTION**

11 Plaintiffs do not plead, and hereby disclaim, causes of action under the FDCA and  
12 regulations promulgated thereunder by the FDA. Plaintiffs rely on the FDCA and FDA  
13 regulations only to the extent such laws and regulations have been separately enacted as state law  
14 or regulation or provide a predicate basis of liability under the state and common laws cited in the  
15 following causes of action.

16 **PLAINTIFFS' FIRST CAUSE OF ACTION**

17 **(Unlawful, unfair, and fraudulent trade practices in violation of Business and Professions  
18 Code § 17200, et seq.)  
19 On Behalf of Plaintiffs and the Subclass**

20 73. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action  
21 Complaint as if set forth herein.

22 74. Plaintiffs bring this claim individually and on behalf of the other members of the  
23 Subclass.

24 75. Within four (4) years preceding the filing of this lawsuit, and at all times  
25 mentioned herein, Defendant has engaged, and continues to engage, in unlawful trade practices in  
26 California by engaging in the unlawful business practices outlined in this complaint.

27 76. In particular, Defendant has engaged, and continues to engage, in unlawful  
28 practices by, without limitation, violating the following state and federal laws: (i) the advertising



1 provisions of the Sherman Law (Article 3), including without limitation, California Health &  
2 Safety Code §§ 110390, 110395, 110398 and 110400; (ii) the misbranded food provisions of the  
3 Sherman Law (Article 6), including without limitation, California Health & Safety Code §§  
4 110660, 110665, 110705, 110760, 110765, and 110770; and (iii) and federal laws regulating the  
5 advertising and branding of food in 21 U.S.C. § 343(a), *et seq.* and FDA regulations, including  
6 but not limited to 21 C.F.R. §§ 101.9 (c)(7), 101.13 (b), and (n), which are incorporated into the  
7 Sherman Law (California Health & Safety Code §§ 110100(a), 110380, and 110505).

8         77. In particular, Defendant has engaged, and continues to engage, in unfair and  
9 fraudulent practices by, without limitation, the following: (i) unlawfully making a protein claim  
10 on the front of some of the Product packages without complying with the regulatory requirements  
11 for making a protein claim set forth in 21 C.F.R. § 101.9(c)(7)(i)-(iii), 101.13 (b), and (n), and  
12 incorporated by reference by California's Sherman law; and (ii) failing to provide a statement of  
13 the corrected amount of protein per serving in the NFP, calculated according to the PDCAAS  
14 method and expressed as a %DV, as required by 21 C.F.R. §§ 101.9(c)(7)(i)-(iii), which are also  
15 so incorporated into the Sherman Law.

16         78. Plaintiffs and those similarly situated relied to their detriment on Defendant's  
17 unlawful business practices. Had the Defendant acted lawfully and not made protein claims or  
18 provided a statement of the corrected amount of protein per serving in the NFP, Plaintiffs and  
19 those similarly situated would have acted differently by, without limitation: (i) declining to  
20 purchase the Products, (ii) purchasing less of the Products, or (iii) paying less for the Products.

21         79. Defendant engaged in these unlawful practices to increase its profits. Accordingly,  
22 Defendant has engaged in unlawful trade practices, as defined and prohibited by section 17200, *et*  
23 *seq.* of the California Business and Professions Code.

24         80. The aforementioned practices, which Defendant has used to its significant  
25 financial gain, also constitute unlawful competition and provide an unlawful advantage over  
26 Defendant's competitors as well as injury to the general public.

27         81. As a direct and proximate result of such actions, Plaintiffs and the other Subclass  
28 members have suffered and continue to suffer injury in fact and have lost money and/or property

1 as a result of such unlawful trade practices and unfair competition in an amount which will be  
2 proven at trial, but which is in excess of the jurisdictional minimum of this Court. Among other  
3 things, Plaintiffs and the Subclass members lost the amount they paid for the Products.

4 82. As a direct and proximate result of such actions, Defendant has enjoyed, and  
5 continues to enjoy, significant financial gain in an amount which will be proven at trial, but which  
6 is in excess of the jurisdictional minimum of this Court.

7 83. Plaintiffs seek, on behalf of themselves and those similarly situated, equitable  
8 relief, including the restitution for the premium and/or full price that they or others paid to  
9 Defendant as a result of Defendant's conduct. Plaintiffs and the Subclass lack an adequate remedy  
10 at law to obtain such relief with respect to their "unlawfulness" claims in this UCL cause of  
11 action because the California Sherman Law does not provide a direct cause of action, so Plaintiffs  
12 and the Subclass must allege those violations as predicate acts under the UCL to obtain relief.

13 84. Plaintiffs seek, on behalf of those similarly situated, a declaration that the above-  
14 described trade practices are unlawful.

15 85. Plaintiffs seek, on behalf of those similarly situated, an injunction to prohibit  
16 Defendant from continuing to engage in the unlawful trade practices complained of herein. Such  
17 misconduct by Defendant, unless and until enjoined and restrained by order of this Court, will  
18 continue to cause injury in fact to the general public and the loss of money and property in that  
19 Defendant will continue to violate the laws of California, unless specifically ordered to comply  
20 with the same. This expectation of future violations will require current and future consumers to  
21 repeatedly and continuously seek legal redress in order to recover monies paid to Defendant to  
22 which they were not entitled. Plaintiffs and those similarly situated have no other adequate  
23 remedy at law to ensure future compliance with the California Business and Professions Code  
24 alleged to have been violated herein.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiffs, on behalf of themselves and those similarly situated,  
27 respectfully request that the Court enter judgement against Defendant as follows:

28 A. Certification of the proposed Class and Subclass, including appointment of

- 1 Plaintiffs' counsel as class counsel;
- 2 B. An order temporarily and permanently enjoining Defendant from continuing the
- 3 unlawful business practices alleged in this Complaint;
- 4 C. An award of compensatory damages in an amount to be determined at trial, except
- 5 for those causes of action where compensatory damages are not legally available;
- 6 D. An award of statutory damages in an amount to be determined at trial, except for
- 7 those causes of action where statutory damages are not legally available;
- 8 E. An award of punitive damages in an amount to be determined at trial, except for
- 9 those causes of action where punitive damages are not legally available;
- 10 F. An award of treble damages, except for those causes of action where treble
- 11 damages are not legally available;
- 12 G. An award of restitution in an amount to be determined at trial;
- 13 H. An order requiring Defendant to pay both pre- and post-judgment interest on any
- 14 amounts awarded;
- 15 I. For reasonable attorneys' fees and the costs of suit incurred; and
- 16 J. For such further relief as this Court may deem just and proper.

17 **JURY TRIAL DEMANDED**

18 Plaintiffs hereby demand a trial by jury.

19 Dated: October 3, 2022

20 **GUTRIDE SAFIER LLP**

21 /s/Anthony J. Patek/s/  
22 Seth A. Safier, Esq.  
23 Marie McCrary, Esq.  
24 Hayley Reynolds, Esq.  
25 Anthony J. Patek, Esq.  
26 100 Pine Street, Suite 1250  
27 San Francisco, CA 94111  
28

**Exhibit A**

<b>Product Type</b>	<b>Variety/Flavor</b>	<b>Front Package Protein Nutrient Content Claim</b>	<b>DV% in NFP</b>
Perfect Bar	Dark Chocolate Chip Peanut Butter	15g	21%
Perfect Bar	Peanut Butter	17g	21%
Perfect Bar	Coconut Peanut Butter	16g	19%
Perfect Bar	Pumpkin Pie	14g	20%
Perfect Bar	Salted Caramel	12g	20%
Perfect Bar	Almond Butter	13g	15%
Perfect Bar	Dark Chocolate Almond Butter	12g	14%
Perfect Bar	Chocolate Mint	14g	20%
Perfect Bar	Blueberry Cashew	12g	19%
Perfect Bar	Chocolate Hazelnut Crisp	12g	16%
Perfect Bar	Chocolate Chip Cookie Dough with Sea Salt	14g	20%
Perfect Bar Snack Size	Peanut Butter	6g	8%
Perfect Bar Snack Size	Dark Chocolate Chip Peanut Butter	6g	8%
Perfect Kids Bar	Chocolate Chip	7g	No DV
Peanut Butter Cups	Dark Chocolate with Sea Salt	7g	No DV
Peanut Butter Cups	Milk Chocolate	8g	No DV
Peanut Butter Cups	Dark Chocolate Mint	7g	No DV