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8 similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF MONTEREY

11  
12  
13 SERGIO PEREZ, on behalf of himself and  
others similarly situated,

14 Plaintiff,

15 v.

16 GO MACRO, LLC, and DOES 1 to 10,  
17 inclusive,

18 Defendants.  
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Case No. 25CV004722

**CLASS ACTION**

**CLASS ACTION COMPLAINT FOR:**

- (1) Violation of California Business & Professions Code section 17200, *et seq.* (Unfair Competition Law)
  - (2) Violation of California Business & Professions Code section 17500, *et seq.* (False Advertising Law)
  - (3) Violation of California's Consumers Legal Remedies Act, California Civil Code section 1750, *et seq.*
  - (4) Unjust Enrichment
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CLASS ACTION COMPLAINT

1 Plaintiff SERGIO PEREZ (hereinafter, "Plaintiff"), on behalf of himself and all others  
2 similarly situated, complains of Defendant GO MACRO, LLC ("Defendant") and DOES 1 through  
3 10, as follows:

4 **NATURE OF ACTION**

5 1. This class action arises from Defendant's mislabeling and false advertising of its  
6 Gomacro Macrobar protein bars, including but not limited to Defendant's Protein Pleasure, Protein  
7 Replenishment, Protein Purity, Protein Decadence, Everlasting Joy, Heartwarming Retreat, Smooth  
8 Sanctuary, Cool Endeavor, Prolonged Power, Simple Splendor, Sweet Awakening, Blissful  
9 Daybreak, Pure Promise, Protein Paradise, and Timeless Treasure bars (hereinafter, "Misbranded  
10 Products").

11 2. As the country fights an obesity, diabetes, and heart disease epidemic, Americans are  
12 increasingly turning to protein as the macronutrient of choice because of its perceived ability to  
13 regulate blood sugar and increase satiety. In fact, the overconsumption of carbohydrate is believed  
14 to be a primary cause leading to these conditions.

15 3. Defendant postures the Misbranded Products to appeal to this sentiment by calling  
16 these products "protein bars" and advertising them as "high protein," thereby implying that protein  
17 is the predominant macronutrient in these bars. It is not. Contrary to these representations, the  
18 Misbranded Products do not primarily consist of protein but are in fact sugar bars, consisting  
19 primarily of carbohydrate. In fact, carbohydrate—and specifically sugar—is the predominant  
20 macronutrient in the Misbranded Products. The labeling of Defendant's protein bars was intended  
21 to deceive and did deceive consumers, who purchased the Misbranded Products in reliance of  
22 Defendant's labeling representations.

23 4. Through the foregoing false and deceptive marketing, advertising, and labeling  
24 scheme, Defendant violated, and continues to violate, Business & Professions Code sections 17200,  
25 *et seq.* (UCL), and Business and Professions Code section 17500, *et seq.* (FAL), and the Consumers  
26 Legal Remedies Act (CLRA), Civil Code sections 1750, *et seq.*, and its conduct as alleged herein  
27 constitutes unjust enrichment.

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1 5. Plaintiff, individually and on behalf of all others similarly situated, seeks equitable  
2 remedies, namely, restitution and injunctive relief to remedy the harm suffered as a result of  
3 Defendant's unlawful labeling practices.

4 **PARTIES**

5 6. Throughout the relevant time period Defendant Go Macro, LLC has manufactured the  
6 Misbranded Products and sold them throughout California.

7 7. Plaintiff is unaware of the true names and capacities of defendants sued herein as  
8 DOES 1 through 10, inclusive, and therefore sues those defendants by such fictitious names.  
9 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.  
10 Plaintiff is informed and believes and, on that ground, alleges that each of the fictitiously named  
11 defendants is responsible in some manner for the occurrences alleged and that Plaintiff's injuries,  
12 as alleged, are proximately caused by those occurrences.

13 8. Plaintiff is informed and believes and on that ground alleges that, at all relevant times,  
14 each defendant was the principal, agent, partner, joint venturer, officer, director, controlling  
15 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in  
16 interest of some or all of the other defendants, and was engaged with some or all of the other  
17 defendants in a joint enterprise for profit, and bore such other relationships to some or all of the  
18 other defendants so as to be liable for their conduct with respect to the matters alleged below.  
19 Plaintiff is informed and believes and on that ground alleges that each defendant acted pursuant to  
20 and within the scope of the relationships alleged above, and that each knew or should have known  
21 about and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all  
22 defendants.

23 9. Venue as to Defendant is proper in this judicial district pursuant to Code of Civil  
24 Procedure section 395.5 because the obligations giving rise to liability occurred in part in the County  
25 of Monterey, State of California.

26 **FACTUAL BACKGROUND**

27 10. Defendant manufactures the Misbranded Products and sells them throughout  
28 California.



11. Throughout the relevant time period, Defendant has explicitly called the Misbranded Products “protein bars.”<sup>1</sup> The word “HIGH PROTEIN” or “PROTEIN” appears at the top of each label, set off from the surrounding material in a colored bubble. Below this is the product name “gomacro” in large letters and the word “MACROBAR.” Immediately below the word Macrobar is the name of the bar, often highlighting protein as the macronutrient. Defendant uses the word “protein” in the name of the bars themselves, for example, “Protein Pleasure,” “Protein Replenishment,” and “Protein Purity.” Below the name of the bar Defendant includes the protein-containing ingredients, such as peanut butter, almond butter, and cashew butter, again signifying the prevalence of protein in the bars.

12. Below is an example of the “High Protein” labels Defendant used during the relevant time period.



**Image 1: Front Label of Protein Pleasure gomacro Macrobar**

13. Defendant has used the foregoing “high protein” labels on products throughout the relevant time period. Below is a photo posted on Defendant’s social media page on or around July 2, 2025:

<sup>1</sup> See [gomacro.com/shop/protein-bars/](https://gomacro.com/shop/protein-bars/)



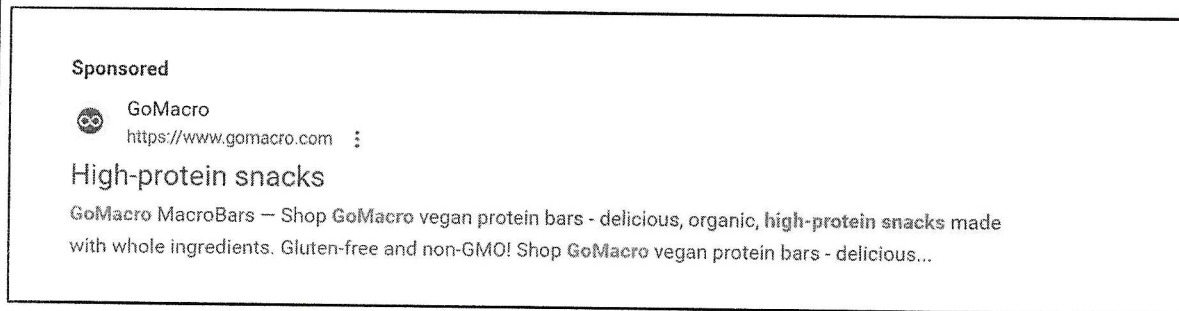


**Image 2: Instagram Ad of GoMacro Protein Bar on July 2, 2025**

14. Photos of Defendant's protein bars with "high protein" labels appeared on Defendant's website during the relevant time period.

15. Defendant also promoted its protein bars as "high protein snacks." The following copy was used and continues to be used by Defendant in advertisements of its protein bars: "HIGH PROTEIN SNACKS ON A MISSION: Mother-daughter owned, sustainably driven, and based in a rural community, our mission is to spread awareness for a balanced, plant-based lifestyle with vegan bars that have positive effects on the world."

16. Defendant advertises the Misbranded Products as "protein bars" on the internet and explicitly calls them "high-protein snacks." Defendant pays for sponsored ads on Google promoting its products as "high-protein snacks."



**Image 3: GoMacro's Google Paid Advertisement in or around July 2025**

17. The Misbranded Products continue to be advertised using “high protein” labels at third-party vendors such as Target and Amazon.

18. Protein is a multi-billion-dollar-per-year industry, and it is rapidly growing. Protein is a macronutrient of choice among consumers, and companies like GoMacro use “protein” and “high protein” to attract customers who are looking for what they perceive to be a healthier choice. Defendant uses these terms to drive sales and charge customers more than they might otherwise pay for the Misbranded Products.

19. The protein component of food products tends to be the more expensive than other elements like carbohydrate and fat, and hence consumers are willing to pay more for products that are higher in protein or that they perceive to be higher in protein. Accordingly, consumers are willing to pay a premium for protein bars and bars that are high protein compared with other bars or snack food products, and consumers of the Misbranded Products paid a price premium based on Defendant's claims that they are protein bars and high protein.

20. GoMacro has been in business since 2004 and originally called the Misbranded Products “macrobiotic desserts,” “MacroTreats,” and “energy bars,” but changed the name to “protein bars” to tap into this lucrative market for protein-based products.

21. Defendant engaged in a long-term, calculated marketing strategy to promote its “dessert bars” as “protein bars” to attract consumers who might otherwise be turned off to dessert or treat bars. Defendant has continued using its “high protein” labels and advertising its products as “high protein” even after the company removed the “high protein” claim from its labels and even after receiving notice of Plaintiff's claims herein.

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1           22. A reasonable consumer purchasing the Misbranded Products would think that he or  
2 she is purchasing a product that is high in protein and/or protein-based, i.e., consisting  
3 predominantly of protein with, at best, moderate amounts of fat and carbohydrate.

4           23. In fact, the Misbranded Products are not and have never been high in protein, nor  
5 have they ever been protein-based.

6           24. The term “high protein” is a nutrient content claim regulated by the FDA. In order  
7 to make that claim, a product has to contain at least than 20 percent of the Daily Reference Value  
8 (DRV) of protein based on the FDA’s protein digestibility-corrected amino acid score (PDCAAS).  
9 See 21 C.F.R. § 101.9(c)(7) and § 101.54(b).

10           25. The Misbranded Products have never contained 20 percent of more of the DRV of  
11 protein based on the PDCAAS, as required by the FDA. The Misbranded Products are primarily  
12 composed of sugar. For example, Defendant’s Protein Pleasure protein bar contains 39 grams of  
13 carbohydrate and 14 grams of sugar, 12 of which are added sugars. In contrast, it only contains 11  
14 grams of protein, only half of which—or roughly 5.5 grams—meets the FDA’s protein digestibility-  
15 corrected amino acid score (see 21 C.F.R. § 101.9(c)(7)); in other words, the protein used in these  
16 protein bars has low digestibility, and the percentage of protein is far below the required 20 percent  
17 of the DRV of protein.

18           26. To put this in perspective, Defendant’s Protein Pleasure bar contains 156 calories  
19 from carbohydrate, 99 calories from fat, and only 22 calories from digestible protein. Hence, there  
20 is far more carbohydrate than there is protein in these “protein bars.” Indeed, Defendant’s Protein  
21 Pleasure bar contains more added sugar alone than it does protein. The Misbranded Products  
22 actually contain more carbohydrate than many candy bars. They are really just sugar bars—or what  
23 Defendant previously called “dessert bars”—masquerading as protein bars to trick customers into  
24 buying them. As such, the Misbranded Products are neither high in protein nor protein-based.

25           27. In this way, Defendant also violates 21 C.F.R. section 101.3 of the regulations  
26 implementing the Food, Drug, and Cosmetics Act. This provision requires that the front label of a  
27 product bear the statement of identity of the product. As alleged, Defendant misbrands its product  
28 a “protein bar” when it is really a just a snack bar, sugar bar, dessert bar, or simply a candy bar.



1           28. Defendant also violates 21 C.F.R. section 101.18(b), which states, “The labeling of  
2 a food which contains two or more ingredients may be misleading by reason (among other reasons)  
3 of the designation of such food in such labeling by a name which includes or suggests the name of  
4 one or more but not all such ingredients, even though the names of all such ingredients are stated  
5 elsewhere in the labeling.”

6           29. Defendant’s labeling is misleading under 21 C.F.R. section 101.18(b) because  
7 Defendant labels its bars using the word “protein” in the names of its bars and specifically calling  
8 out the protein-containing ingredients when protein is not the most prevalent macronutrient in the  
9 bars and the identified ingredients (such as almond butter) are less predominant than the ingredient  
10 (e.g., brown rice syrup) that sweetens the bars in the form of added sugar.

11           30. Defendant also violated 21 C.F.R. section 102.5(b), which states, “The common or  
12 usual name of a food shall include the percentage(s) of any characterizing ingredient(s) or  
13 component(s) when the proportion of such ingredient(s) or component(s) in the food has a material  
14 bearing on price or consumer acceptance or when the labeling or the appearance of the food may  
15 otherwise create an erroneous impression that such ingredient(s) or component(s) is present in an  
16 amount greater than is actually the case.”

17           31. 21 C.F.R. § 102.5(b) requires Defendant to state the percentage of protein as the  
18 characterizing component on the front label next to the product name and identify sugar as the  
19 characterizing component given its prominence in the product, which Defendant does not do. Had  
20 Defendant complied with applicable regulations, consumers would have immediately seen the  
21 percentage of protein relative to the entire product declared on the front label—and also recognized  
22 that added sugar is a characterizing ingredient in the Misbranded Products, which deliver nearly 25  
23 percent of the DRV for added sugar in a single bar. The percent daily value of added sugar exceeds  
24 that of protein. The amount of added sugar is so high that one of Defendant’s protein bars contains  
25 nearly half of the daily health-based limits for added sugars recommended by the American Heart  
26 Association (AHA) for women and youth and one-third for men.<sup>2</sup>

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28 <sup>2</sup> See [www.heart.org](http://www.heart.org)

32. Finally, Defendant misbrands its products by calling them protein bars when they are really just dessert bars or cookies that are minimally, but inappropriately, fortified with protein. The FDA forbids the fortification of such junk food. 21 C.F.R. § 104.20(a).<sup>3</sup> In fact, the FDA warns that such fortification could result in deceptive or misleading claims for certain foods, *ibid.*, which is precisely what happened with the Misbranded Products.

33. Plaintiff purchased the Misbranded Products in California over the last four years. Relying on Defendant's product labels, Plaintiff purchased the Misbranded Products believing that the bars were "high protein" and that protein was the predominant macronutrient. The Misbranded Products have a higher price than other comparable products, and Plaintiff chose to pay the premium based on Defendant's misrepresentations, as alleged above. Based on these representations, Plaintiff purchased the Misbranded Products and paid a price premium for them compared with other bars or snack food products.

34. Plaintiff might be willing to purchase the Misbranded Products again in the future provided that they are truthfully advertised.

### **CLASS ACTION ALLEGATIONS**

35. Plaintiff brings this action as a class action pursuant to California Code of Civil Procedure section 382 on behalf of the following class:

All persons who purchased one or more of the Misbranded Products in California and made his or her purchase at any time within the longest applicable limitations period.

36. Members of the class, as described above, will be referred to as "class members." Excluded from the class are (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors, (2)

<sup>3</sup> See also "Questions and Answers on FDA's Fortification Policy Guidance for Industry," FDA, Nov. 2015, available at <https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-questions-and-answers-fdas-fortification-policy> ("In the fortification policy, snack foods refer to foods that are not naturally nutrient dense; examples include cookies, candies, cakes, chips, and carbonated beverages (both sweetened and unsweetened). Fortification of these types of snack foods could mislead consumers to believe that substitution of naturally nutrient dense foods with fortified snack foods would ensure a nutritionally adequate diet. ¶¶ Moreover, the fortification of such snack foods would disrupt public understanding about the nutritional value of individual foods and thereby promote confusion among consumers, making it more difficult for them to construct diets that are nutritionally adequate.")

1 the judge to whom this case is assigned and the judge's staff and members of their immediate  
2 families, and (3) Plaintiff's counsel, its staff, and members of their immediate families. Plaintiff  
3 reserves the right to amend the above class and to add subclasses as appropriate based on  
4 investigation, discovery, and the specific theories of liability.

5 37. This action has been brought and may properly be maintained as a class action under  
6 California Code of Civil Procedure section 382 because there is a well-defined community of  
7 interest in the litigation and the class is easily ascertainable.

8 **A. Numerosity**

9 38. Although the precise number of class members has not been determined at this time,  
10 Plaintiff is informed and believes that the class members are so numerous that joinder is impracticable  
11 and that the disposition of their claims in a class action will provide substantial benefits to the parties  
12 and the Court.

13 **B. Common Questions Predominate**

14 39. There are questions of law and fact common to the class that predominate over any  
15 questions affecting only individual putative class members. Thus, proof of a common set of facts  
16 will establish the right of each class member to recovery. These common questions of law and fact  
17 include but are not limited to:

- 18 a. Whether Defendant violated section 1770(a)(5) of the CLRA by representing that  
19 the Misbranded Products have characteristics, ingredients, uses, benefits, or  
20 quantities that they do not have;
- 21 b. Whether Defendant violated section 1770(a)(7) of the CLRA by representing that  
22 the Misbranded Products are of a particular standard, quality, or grade, or that  
23 goods are of a particular style or model when they are of another;
- 24 c. Whether Defendant violated section 1770(a)(9) of the CLRA by advertising the  
25 Misbranded Products with intent not to sell them as advertised;
- 26 d. Whether Defendant violated the UCL by falsely representing the predominance of  
27 protein in the Misbranded Products and/or that the Misbranded Products are "high  
28 protein";



1 e. Whether Defendant violated the FAL by falsely advertising the Misbranded  
2 Products to overstate the predominance of protein in the Misbranded Products  
3 and/or that the Misbranded Products are “high protein”; and

4 f. Whether Defendant’s conduct in falsely representing the predominance of protein  
5 in the Misbranded Products and/or contending that the Misbranded Products are  
6 “high protein” constitutes unjust enrichment.

7 **C. Typicality**

8 40. Plaintiff’s claims are typical of the claims of the putative class members because  
9 Plaintiff purchased the Misbranded Products throughout the class period based on Defendant’s  
10 labeling representations, as alleged above. In this way, Plaintiff and each class member sustained  
11 similar injuries arising out of Defendant’s conduct in violation of law. The injuries of each class  
12 member were caused directly by Defendant’s wrongful conduct. In addition, the factual  
13 underpinning of Defendant’s misconduct is common to all putative class members and represents a  
14 common thread of misconduct resulting in injury to all class members. Plaintiff’s claims arise from  
15 the same practices and course of conduct that give rise to the claims of the class members and are  
16 based on the same legal theories.

17 **D. Adequacy**

18 41. Plaintiff will fairly and adequately represent and protect the interests of the class.  
19 Counsel who represents Plaintiff and putative class members are experienced and competent in  
20 litigating class actions.

21 **E. Superiority of Class Action**

22 42. A class action is superior to other available means for the fair and efficient  
23 adjudication of this controversy. Individual joinder of putative class members is not practicable,  
24 and questions of law and fact common to putative class members predominate over any questions  
25 affecting only individual putative class members. An important public interest will be served by  
26 addressing the matter as a class action. Class action treatment will allow those persons similarly  
27 situated to litigate their claims in the manner that is most efficient and economical for the parties  
28 and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should

1 preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW,**

4 **BUS. & PROF. CODE § 17200, *et seq.* (THE "UCL")**

5 43. Plaintiff hereby incorporates by reference the allegations contained in this  
6 Complaint.

7 44. California's Unfair Competition Law ("UCL"), California Business & Professions  
8 Code sections 17200 *et seq.*, protects both consumers and competitors by promoting fair competition  
9 in commercial markets for goods and services. The UCL prohibits any unlawful, unfair or  
10 fraudulent business act or practice. A business practice need only meet one of the three criteria to  
11 be considered unfair competition.

12 45. The UCL defines unfair business competition to include any "unlawful, unfair or  
13 fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal  
14 Bus. & Prof. Code § 17200.

15 46. A business act or practice is "unfair" under the Unfair Competition Law if the  
16 reasons, justifications, and motives of the alleged wrongdoer are outweighed by the gravity of the  
17 harm to the alleged victims.

18 47. Defendant violates the unfair prong of the UCL by falsely representing the  
19 Misbranded Products as alleged above.

20 48. These acts and practices are unfair because they are likely to cause consumers to  
21 falsely believe that the Misbranded Products are high protein and contain a greater amount of protein  
22 than they actually do. This perception has induced customers, including Plaintiff, to pay a price  
23 premium for the Misbranded Products. The decision to buy the Misbranded Products at a premium  
24 based on these misrepresentations has significant impact on consumers' diets, health, and lifestyle  
25 preferences, as it may cause consumers to overconsume carbohydrate or consume too little protein.  
26 It is inherently unfair to deprive individuals of their freedom of choice about what to put into their  
27 bodies by misrepresenting a product in the manner described herein.

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1           49. The gravity of the harm to members of the putative class resulting from these unfair  
2 acts and practices outweighs any conceivable reasons, justifications, and/or motives of Defendant  
3 in such deceptive acts and practices. Through its unfair acts and practices, Defendant improperly  
4 obtained, and continues to obtain, money from Plaintiff and the putative class while failing to  
5 provide the promised product. Plaintiff requests that Defendant restore this money to Plaintiff and  
6 all class members in the amount of the price premium paid for the Misbranded Products and cease  
7 violating the UCL, as detailed in the Prayer. Without such relief, Plaintiff and the putative class  
8 will be irreparably harmed.

9           50. A business act or practice is “fraudulent” under the UCL if it is likely to deceive  
10 members of the consuming public.

11           51. Defendant’s conduct is “fraudulent” within the meaning of the UCL because it has  
12 deceived Plaintiff and the general public into believing that they are purchasing a food that is high  
13 protein and consisted predominantly of protein when in fact it is mostly carbohydrate and sugar, as  
14 alleged above.

15           52. In deciding to purchase the Misbranded Products at a premium price, Plaintiff relied  
16 on Defendant’s misleading and deceptive representations on the front label.

17           53. An unlawful business practice is anything that can properly be called a business  
18 practice and that at the same time is forbidden by law. A business act or practice is “unlawful”  
19 under the UCL if it violates any other law.

20           54. Defendant violates the unlawful prong of the UCL by violating 21 C.F.R. §§ 101.3  
21 (requiring the principal display panel to bear as one of its principal features a statement of identity  
22 of the commodity), 101.18(b) (stating that a product’s labeling may be misleading when the name  
23 given to the food inappropriately includes or suggests the name of one or more of the ingredients),  
24 21 C.F.R. § 104.20 (prohibiting fortification of certain foods), 21 C.F.R. section 102.5(b) (requiring  
25 common or usual name of food to include percentage of characterizing ingredients), 21 C.F.R.  
26 section 101.9(c)(7)(regarding the PDCAAS for protein), 21 C.F.R. section 101.54(b) (regarding  
27 nutrient content claims), CLRA, Cal. Civ. Code § 1770(a)(5), (7), and (9) and the FAL, Cal. Bus. &  
28 Prof. Code § 17500, *et seq.*, as alleged hereinbelow.



12 SECOND CAUSE OF ACTION

13 VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW,

14 BUS. & PROF. CODE § 17500, *et seq.* (THE "FAL")

17           58. The California False Advertising Law prohibits unfair, deceptive, untrue, or  
18       misleading advertising including, but not limited to false statements as to the quality or contents of  
19       products sold to consumers.

60. Defendant's practice is unfair, deceptive, and misleading to consumers, who think they are getting a different product from what they actually receive.

13

1 violations of the FAL to prevent further irreparable harm to consumers. Plaintiff also requests an  
2 injunction, including a public injunction, as described in the Prayer below, preventing Defendant  
3 from falsely advertising the Misbranded Products in the manner described above.

4 **THIRD CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT,**  
6 **CAL. CIVIL CODE SECTION 1750, *et seq.* (THE "CLRA")**

7 62. Plaintiff hereby incorporates by reference the allegations contained in this  
8 Complaint.

9 63. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
10 California Civil Code sections 1750, *et seq.* (the "CLRA").

11 64. Plaintiff and each member of the putative class are "consumers" within the meaning  
12 of Civil Code section 1761(d).

13 65. Defendant's sale of the Misbranded Products constitutes "transactions" within the  
14 meaning of Civil Code section 1761(e).

15 66. The Misbranded Products purchased by Plaintiff and the putative class are "goods"  
16 within the meaning of Civil Code section 1761(a).

17 67. Defendant has engaged in unfair methods of competition and unfair and/or deceptive  
18 acts or practices against Plaintiff and the putative class in violation of the CLRA by falsely  
19 representing the Misbranded Products as alleged above.

20 68. Defendant's misrepresentations violate Civil Code sections 1770(a)(5)  
21 ("[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses,  
22 benefits, or quantities that they do not have or that a person has a sponsorship, approval, status,  
23 affiliation, or connection that the person does not have"), 1770(a)(7) (prohibiting "[r]epresenting  
24 that goods or services are of a particular standard, quality, or grade, or that goods are of a particular  
25 style or model, if they are of another"), and 1770(a)(9) (prohibiting "[a]dvertising goods or services  
26 with intent not to sell them as advertised").

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69. As a result of these acts and practices, Plaintiff and the putative class were injured in that Defendant's unlawful and misleading acts and practices caused Plaintiff and putative class members to pay a premium for the Misbranded Products, as alleged above.

70. Pursuant to California Civil Code section 1780(a)(2), Plaintiff, on behalf of himself and the putative class, requests that this Court issue an injunction, including a public injunction, as described in the Prayer, prohibiting Defendant from engaging in the unlawful and deceptive methods, acts, and practices alleged above.

71. Pursuant to Civil Code section 1780(a)(3), Plaintiff, on behalf of himself and the putative class, requests that this Court award restitution in the amount of the price premium Plaintiff and other putative class members paid for the Misbranded Products.

72. Pursuant to Civil Code section 1782, on April 30, 2025, Plaintiff sent Defendant a letter, by certified mail, in which he outlined the foregoing violations of the CLRA and requested that Defendant remedy these violations as to himself and the class. Defendant has not agreed to correct, repair, replace, or otherwise rectify the violations alleged herein within thirty (30) calendar days after Defendant's receipt of Plaintiff's letter.

#### **FOURTH CAUSE OF ACTION**

##### **UNJUST ENRICHMENT**

73. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

74. An individual is required to make restitution if he or she is unjustly enriched at the expense of another.

75. A person is enriched if the person receives a benefit at another's expense.

76. The person receiving the benefit is required to make restitution where the circumstances are such that, as between the two individuals, it is unjust for the person to retain it.

77. Defendant's conduct in enticing Plaintiff and putative class members to purchase the Misbranded Products through its false and misleading advertising and packaging as described throughout this Complaint is unlawful because the statements contained on Defendant's product labels are untrue, deceptive, or misleading.



78. Defendant took monies from Plaintiff and members of the putative class based on false representations about the ingredients in its protein bars.

79. Defendant has been unjustly enriched at the expense of Plaintiff and the putative class as result of Defendant's unlawful conduct alleged herein, thereby creating a quasi-contractual obligation on Defendant to restore these ill-gotten gains to Plaintiff and putative class members.

80. Defendant received a benefit, i.e., revenue and profits from the sale of the Misbranded Products in the form of the price premium paid therefor, at the expense of Plaintiff and the class because Defendant obtained a premium price for such products using false, deceptive, or misleading representations, as alleged hereinabove.

81. It is unjust for Defendant to retain the money it received from Plaintiff and putative class members because Defendant gained that money by deceiving Plaintiff and the class into believing they would receive a different product from the one they actually received.

82. Plaintiff and the class are therefore entitled to restitution of the price premium they paid to Defendant for their purchases by which Defendant has been unjustly retained.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and on behalf of the other members of the putative class, prays as follows:

A. For an order certifying that this action is properly brought and may be maintained as a class action, that Plaintiff be appointed the class representative, and that Plaintiff's counsel be appointed counsel for the class;

B. For restitution in the amount of the premium that Plaintiff and putative class members paid for the Misbranded Products as a result of the misrepresentations, as alleged above;

C. For an injunction and/or public injunction prohibiting Defendant, in all future advertisements and after Defendant's currently paid-for advertising campaigns are complete and after the complete exhaustion of its existing labeling inventory, from advertising the Misbranded Products as being "protein bars" or "high protein" or referencing protein in the product name or description without the required disclosures, as alleged above;

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1 D. For a declaration that Defendant's practices violate the UCL, FAL, and CLRA; and  
2 constitute unjust enrichment;

3 E. For an order awarding reasonable attorneys' fees and the costs of suit herein,  
4 including an award of attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5  
5 and Civil Code section 1780(e);

6 F. For such other and further relief as may be deemed necessary or appropriate.

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8 DATED: September 12, 2025

COUNSELONE, PC

9  
10 By 

11 Anthony J. Orshansky  
12 Alexandria R. Kachadoorian  
13 Justin Kachadoorian

14 *Attorneys for Plaintiff Sergio Perez and*  
15 *the Putative Class*  
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