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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ROYA MIR, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

BEYOND BETTER FOODS, LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Roya Mir (“Plaintiff”) brings this action on behalf of herself and all others
2 similarly situated against Defendant Beyond Better Foods, LLC (“Defendant”). Plaintiff makes the
3 following allegations pursuant to the investigation of her counsel and based upon information and
4 belief, except as to the allegations specifically pertaining to herself, which are based on her
5 personal knowledge.

6 **INTRODUCTION**

7 1. Defendant formulates, manufactures, advertises, and sells the popular “Bada Bean
8 Bada Boom Plant-Based Protein, Crunchy Roasted Broad (Fava) Bean Snacks” (the “Products”)¹
9 throughout the United States, including in California. Defendant markets its Products in a
10 systematically misleading manner by misrepresenting the quantity and quality of the protein
11 contained therein. Specifically, Defendant markets the Products as “Plant-Based Protein” snacks
12 that contain “6g” of protein, while representing on the Nutrition Facts Panel that a serving provides
13 “12%” of the daily value for protein—a figure that materially overstates the corrected, digestible
14 amount of protein the Products actually provide.

15 2. Defendant’s sales are driven by consumers seeking protein supplementation. To
16 market to these consumers, Defendant prominently displays the total protein content of its Products
17 on the front of each label. And while Defendant does include a percent of daily value (“%DV”) for
18 protein in the Nutrition Facts Panel (“NFP”), the disclosed “12%” figure is not the corrected value
19 the law requires; it is derived from the raw protein quantity without any adjustment for the
20 protein’s plant-based origin, and therefore overstates the amount of usable protein the Products
21 provide.

22 3. In other words, Defendant shows the total protein amount on the front of its product
23 and discloses a “12%” daily value on the back that does not reflect the required correction for
24 protein quality. This is misleading because plant-based proteins often are less digestible, meaning
25 the human body does not absorb the full amount of protein. So 6g of plant-based protein oftentimes
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27 ¹ An illustration of the Products, which are sold in a variety of flavors, can be found on
28 Defendant’s website: <https://www.badabeansnacks.com> (last accessed July 6, 2026).

1 has a lower daily value percentage than 6g of meat-based protein. And by disclosing an inflated,
2 uncorrected daily value, Defendant misleads consumers into believing they are getting more
3 protein than they actually are.

4 4. Accordingly, Plaintiff and those similarly situated suffered an injury in fact as a result
5 of Defendant's misleading and deceptive practices set forth herein.

6 **JURISDICTION AND VENUE**

7 5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A)
8 because this case is a class action where the aggregate claims of all members of the proposed class
9 are in excess of \$5,000,000.00, exclusive of interest and costs, and Plaintiff, as well as most
10 members of the proposed class, are citizens of states different from Defendant. This Court also has
11 supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

12 6. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because
13 Plaintiff is a citizen of California who resides in this District, and because Plaintiff purchased the
14 Product in this District. Moreover, Defendant purposefully availed itself of this District through its
15 distribution, advertisement, and sale of the Products, which are the subject of the present
16 complaint, in this District.

17 **THE PARTIES**

18 7. Plaintiff Roya Mir is a citizen of California who resides in Elk Grove, California.
19 Plaintiff Roya Mir purchased the Products for her personal use during the applicable statute of
20 limitations while residing in Elk Grove, California. Plaintiff's most recent purchase was
21 Defendant's "The Boom Box," which she purchased on Defendant's Amazon.com listing for
22 approximately \$49.99 on or about August 2025.² Prior to purchasing the Products, Plaintiff saw
23 and read the Products' packaging and Amazon storefront, which represented that the Products were
24 "Plant-Based Protein" snacks containing "6g" of protein and disclosed a "12%" daily value for
25 protein on the NFP. Plaintiff relied on these representations by believing that the Products would
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27 ² The listing can also be found through the following link:
28 <https://www.amazon.com/dp/B0859X3RWP?th=1> (last accessed July 27, 2026).

1 provide the specific amount of protein claimed therein in a form that human bodies could utilize.
2 Plaintiff relied on the Products to meet her protein dietary needs. Had Defendant complied with the
3 law and not made the protein claims on the front of the Products' packaging, or had it disclosed the
4 corrected amount of protein per serving, she would not have been drawn to the Products and would
5 not have purchased them. At a minimum, Plaintiff would have paid less for each Product.

6 8. In addition, Plaintiff Mir regularly checks the NFP before purchasing any protein
7 supplement, including the %DV column for protein when manufacturers provide it, and she uses
8 that information as a basis of comparison between similar products. Manufacturers do not always
9 disclose a %DV for protein, but when they do, she selects the product that provides more of the
10 recommended daily amount of protein (*i.e.*, the one with a higher %DV). When purchasing
11 Defendant's Products on or about August 2025, Plaintiff Mir looked at and read the NFP, which
12 disclosed a "12%" daily value for protein that, unbeknownst to her, was not calculated using the
13 PDCAAS method and materially overstated the corrected amount of protein per serving. In so
14 doing, Plaintiff relied on the representation that the protein content stated on the Products was
15 accurate and reflected the amount of protein that could be used by her body, and on the disclosed
16 "12%" daily value as an accurate statement of the corrected amount of protein the Products
17 provide. Had Defendant accurately disclosed the corrected amount of protein per serving for each
18 Product expressed as a %DV, as FDA regulations require, Plaintiff Mir would not have purchased
19 the Products or would have, at minimum, paid less for them.

20 9. Plaintiff continues to purchase protein snacks and remains interested in purchasing
21 products whose front and back label protein representations are properly calculated. Plaintiff would
22 purchase the Products again if she could be confident that protein representations were truthful. As
23 matters stand, however, she cannot determine whether Defendant's labeling has been or will be
24 corrected, and she is therefore unable to rely on Defendant's protein representations when deciding
25 whether to purchase the Products in the future.

26 10. Defendant Beyond Better Foods, LLC ("Defendant") is a Delaware limited liability
27 company with its principal place of business located at Doylestown, Pennsylvania. At all times
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relevant to this Complaint, Defendant has advertised, marketed, distributed, or sold the Products to consumers throughout the United States and the State of California. Defendant has sold the Products directly to consumers via the internet and through third-party retail stores throughout the United States, including this District. Defendant created and/or authorized the false, misleading, and deceptive advertisements, packaging, and labeling for the Products.

FACTUAL ALLEGATIONS

Overview of FDA regulations regarding protein claims

11. It is axiomatic that the amount of reported protein contained within Defendant's Products is material to any consumer seeking to purchase a protein supplement. To capitalize on this trend, Defendant prominently claims on the front label of the Products and on its Amazon storefront that they contain "6g" of protein and are "Plant-Based Protein." Consumers, in turn, reasonably expect that the Products will actually provide the amount of protein claimed on the front of the Product's package in a form the body can use.

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

1 requirements is known as its “quality.”

2 13. The FDA required method for measuring protein quality is called the “Protein
3 Digestibility Corrected Amino Acid Score”—known by its acronym PDCAAS (pronounced
4 PeeDee-Kass). It combines a protein source’s amino acid profile and its percent digestibility into a
5 discount factor ranging from 0.0 to 1.0 that, when multiplied by the total protein quantity, shows
6 how much protein in a product is available to support human nutritional requirements. The
7 regulations term this the “corrected amount of protein per serving.” 21 C.F.R. § 101.9(c)(7)(ii). For
8 example, a PDCAAS of .5 means that only half of the protein in that product is available to support
9 human protein needs. Thus, if a product contains 10 grams total protein per serving with a
10 PDCAAS of .5, the corrected amount of protein would be only 5 grams per serving. As a result,
11 protein supplements can vary widely in their ability to support human protein needs—even
12 between two comparator products with the same total protein quantity.

13 14. Because consumers are generally unaware of the usability of various proteins and
14 may even be unaware of the total amount of usable protein they should ingest each day, the FDA
15 prohibits manufacturers from advertising or promoting their products with a protein claim unless
16 they have satisfied two requirements. First, the manufacturer must calculate the “corrected amount
17 of protein per serving” based on the quality of the product’s protein using the PDCAAS method.
18 Second, the manufacturer must use the PDCAAS computation to provide “a statement of the
19 corrected amount of protein per serving” in the NFP “expressed as” a percent daily value (“%DV”)
20 and placed immediately adjacent to the statement of protein quantity. 21 C.F.R. § 101.9(c)(7)(i)-
21 (iii). The %DV is the corrected amount of protein per serving divided by the daily reference value
22 for protein of 50 grams. *Id.* Using the same example of a product containing 10 grams total protein
23 per serving with a PDCAAS of .5, the %DV is 10% (5g/50g). On the other hand, if all of the
24 protein in the product were useful in human nutrition, the %DV would be 50% (25g/50g). The
25 FDA regulations that govern nutrient content claims are also clear that the manufacturer may not
26 make any front label claims about the amount of protein in the product unless it complies with
27 these two requirements. *See* 21 C.F.R. § 101.13(b) (“A nutrient content claim[] may not be made
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1 on the label...unless the claim is made in accordance with this regulation [i.e., § 101.13]...” and
 2 (n) (“[n]utrition labeling in accordance with § 101.8...shall be provided for any food for which a
 3 nutrient content claim is made”); *accord* 58 Fed. Reg. 2302, 23310 (manufacturer can only make a
 4 ”nutrient content claim...on the label or in labeling of a food, provided that the food bears nutrition
 5 labeling that complies with the requirements in proposed § 101.9.”).

6 15. Identical federal and California laws regulate the content of labels on packaged
 7 food. The requirements of the FDCA, and its labeling regulations, including those set forth in 21
 8 C.F.R. §§ 101, 102, were adopted by the California legislature in the Sherman Food Drug &
 9 Cosmetic Law (the “Sherman Law”). California Health & Safety Code § 110100 (“All food
 10 labeling regulations and any amendments to those regulations adopted pursuant to the federal act,
 11 in effect on January 1, 1993, or adopted on or after that date shall be the food labeling regulations
 12 of this state.”) The federal laws and regulations discussed herein are applicable nationwide to all
 13 sales of packaged food products. Additionally, none of the California laws sought to be enforced
 14 here impose different requirements on the labeling of packaged food for sale in the United States.

15 16. Indeed, when promulgating 21 C.F.R. § 101.9(c)(7), the FDA explained in
 16 published guidance that “Information on protein quantity alone can be misleading on foods that are
 17 of low protein quality.” It also explained that it was prohibiting manufacturers from making any
 18 protein claims at all unless the manufacturer provides a statement of the corrected amount of
 19 protein per serving in the NFP based on PDCAAS because “nutrition labeling must allow
 20 consumers to readily identify foods with particularly low quality protein to prevent them from
 21 being misled by information on only the amount of protein present.” 58 Fed. Reg. 2079 at 2101-2.

22 17. In addition to regulating the NFP, the FDA has promulgated a separate set of
 23 regulations that govern nutrient content claims on the front of a package. 21 C.F.R. § 101.13. A
 24 nutrient content claim is a claim that “expressly or implicitly characterizes the level of a nutrient.”
 25 21 C.F.R. § 101.13(b). “Express” nutrient content claims include any statement outside the
 26 Nutrition Facts Panel, about the level of a nutrient. 21 C.F.R. 101.13(b)(1); 21 C.F.R. § 101.13(c).
 27 Stating information from the nutrition facts panel (such as grams of protein per serving) elsewhere
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1 on the package necessarily constitutes a nutrient content claim. 21 C.F.R. § 101.13(c).

2 18. A manufacturer cannot make a nutrient content claim in the form of a “statement
3 about the amount or percentage of a nutrient” if the statement is “false or misleading in any
4 respect.” 21 C.F.R. 101.13(i)(3). If it is, then “it may not be made on the label.” 21 C.F.R. §
5 101.13(b). This is true even if the same amount appears in the nutrition facts panel. 21 C.F.R. §
6 101.13(c). The FDA explained in promulgating section 101.13(i) that the regulation was necessary
7 “since many consumers have a limited knowledge and understanding of the amounts of nutrients
8 that are recommended for daily consumption,” which means that “a statement declaring that the
9 product contained a specified amount of a nutrient could be misleading. By its very presence, such
10 a statement could give consumers who were unfamiliar with the dietary recommendations the false
11 impression that the product would assist them in maintaining healthy dietary practices relative to
12 the amount of the nutrient consumed when it, in fact, would not.” 56 Fed. Reg. 60421. The rules
13 are different for amounts in the NFP and nutrient content claims because a voluntary nutrient
14 declaration on the front panel “is viewed by the agency as an effort to market the food as a
15 significant source of nutrients.” 56 Fed. Reg. 60366.

16 19. While a required statement inside of the NFP escapes regulations reserved for
17 nutrient content claims (21 C.F.R. § 101.13(c)), the identical statement outside of the NFP is still
18 considered a nutrient content claim and is therefore subject to 21 C.F.R. § 101.13(i)(3). 21 C.F.R. §
19 101.13(c). Indeed, the Ninth Circuit has specifically held that “a requirement to state certain facts
20 in the nutrition label is not a license to make that statement elsewhere on the product.” *Reid v.*
21 *Johnson & Johnson*, 780 F.3d 952, 960 (9th Cir. 2015).

22 20. Under the FDCA, the term false has its usual meaning of “untruthful,” while the
23 term misleading is a term of art that covers labels that are technically true but are likely to deceive
24 consumers. Similarly, both the FDCA and California’s Sherman Law provide that a food is
25 misbranded if “its labeling is false or misleading in any particular.” 21 U.S.C. § 343(a); *see also*
26 California Health & Safety Code § 110660.

Defendant's Products Violate the FDA and Sherman Law Regulations

21. The sole protein source in Defendant's Products is fava beans (*Vicia faba*). Scientific research establishes that the PDCAAS of fava beans is, at best, approximately 0.67.³ As a result, the corrected amount of protein the Products provide is materially less than the crude protein quantity prominently advertised on the front label and Amazon storefront. A PDCAAS of 0.67 means that the corrected amount of protein in a Product advertised as containing 6 grams is approximately 4.0 grams per serving. Although Defendant disclosed a "12%" daily value for protein in the NFP, that figure was derived solely from the raw, uncorrected protein quantity ($6\text{g} \div 50\text{g DRV} \times 100 = 12\%$) and was not calculated according to the PDCAAS methodology. The corrected %DV, properly calculated, is between 5% and 8% depending on processing form—rendering the disclosed "12%" a material overstatement of the Products' actual protein contribution.

22. Accordingly, the "6g" protein and "Plant-Based Protein" claims on the front of the Products' packages and Amazon storefront are unlawful in violation of parallel state and federal laws because Defendant did not comply with the regulatory requirements for making a protein claim. 21 C.F.R. § 101.9(c)(7)(i) & (iii), 101.13(b), (n). Furthermore, Defendant's disclosure of an uncorrected "12%" daily value, in place of the PDCAAS-corrected amount of protein per serving that the regulations require, also rendered the NFP itself unlawful. *Id.* § 101.9(c)(7)(i). Defendant's failure to comply with this requirement renders its front label protein claim unlawful *per se* and the Products misbranded pursuant to 21 § 101.13(n) and (b), as well as California Health & Safety Code § 110660, *et seq.*

³ See Nosworthy, M.G., et al., *Effect of Processing on the In Vitro and In Vivo Protein Quality of Beans (Phaseolus vulgaris and Vicia faba)*, *Nutrients* 10(6):671 (2018) (reporting a PDCAAS of 0.66 for baked faba beans and lower values for other preparations, against a PDCAAS of 1.00 for casein); Itkonen, S.T., et al., *True Ileal Amino Acid Digestibility and Protein Quality of 15N-Labeled Faba Bean in Healthy Humans*, *J. Nutrition* 154(4):1165–1174 (2024) (reporting a DIAAS of 0.67 for cooked, dehulled faba bean in healthy human volunteers, limited by histidine and tryptophan). Under the most favorable published value, the corrected %DV for a 6-gram serving is approximately 8%—versus the 12% disclosed on the Nutrition Facts Panel—a material overstatement.

23. Defendant's standalone, front label protein quantity claims are also misleading, and therefore prohibited under 21 § 101.13(i)(3), (b), and (n) due to Defendant's failure to disclose the corrected amount of protein per serving in the NFP calculated using the PDCAAS method and expressed as a %DV, and its disclosure instead of an inflated, uncorrected "12%" figure. Consumers have a "limited knowledge and understanding of the amount of [protein] that [is] recommended for daily consumption," let alone an understanding of the science behind protein quality and how different types of proteins are used and absorbed in the body. 56 Fed. Reg. 60421. The FDA requires a statement of the corrected amount of protein per serving in the NFP precisely to ensure that "consumers are not misled by information on only the amount of protein present" in a product with low quality protein. 58 Fed. Reg. 2079 at 2101-2. Defendant's disclosure of an inflated, uncorrected daily value rendered the label misleading.

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

- a. Section 110660 (a food is misbranded if its label is false or misleading in any particular)
- b. Section 110665 (a food is misbranded if its labeling does not conform with the requirements for nutrition labeling as set forth in 21 U.S.C. Sec. 343(q));
- c. Section 110705 (a food is misbranded if words, statements and other information required by the Sherman Law to appear on food labeling are either missing or not sufficiently conspicuous);
- d. Section 110760 (making it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded);
- e. Section 110765 (making it unlawful for any person to misbrand any food); and
- f. Section 110770 (making it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food).

25. Defendant's marketing, advertising, and sale of the Products also violates the false advertising provisions of the Sherman Law (California Health & Safety Code § 110390, *et. seq.*),

1 including, but not limited to:

- 2 a. Section 110390 (making it unlawful to disseminate false or misleading food
- 3 advertisements that include statements on products and product packaging or labeling or
- 4 any other medium used to directly or indirectly induce the purchase of a food product;);
- 5 b. Section 110395 (making it unlawful to manufacture, sell, deliver, hold or offer to sell
- 6 any falsely or misleadingly advertised food); and
- 7 c. Sections 110398 and 110400 (making it unlawful to advertise misbranded food or to
- 8 deliver or proffer for delivery any food that has been falsely or misleadingly
- 9 advertised).

10 26. Defendant has also violated the FDCA, and the standards set by FDA regulations,
 11 including but not limited to 21 U.S.C. § 343(a), 21 C.F.R. § 101.9 (c)(7), 21 C.F.R. § 101.13(i)(3),
 12 (b), (n), and 21 C.F.R. § 101.9(h), which have been incorporated by reference in the Sherman Law,
 13 by failing to include on the Products packaging the nutritional information required by law.

14 ***Defendant's Protein Representations are False and Misleading***

15 27. In addition to being unlawful, Defendant's prominent protein claims on the front of
 16 the Products' packaging and Amazon storefront, coupled with its disclosure of an inflated,
 17 uncorrected "12%" daily value rather than the PDCAAS-corrected amount of protein per serving in
 18 the NFP, are also likely to mislead consumers. Consumers reasonably expect that Defendant's
 19 Products will provide the full amount of protein per serving claimed on the front of the package.
 20 But Defendant's Products do not do so, because the corrected, digestible amount of protein the
 21 Products provide is materially less than the amount advertised. Had Defendant disclosed the
 22 corrected amount of protein per serving in the NFP—between 5% and 8% rather than the stated
 23 12%—as it was required to do under the law, it would have revealed that the Products provide
 24 materially less usable protein than the amount represented on the Products' packaging. That
 25 information was material to reasonable consumers.

26 28. A reasonable consumer would expect that the Products provide what Defendant
 27 identifies them to provide on the product labels and that the labels would not be contrary to the
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1 policies or regulations of the State of California and/or the FDA. For example, a reasonable
2 consumer would expect that when Defendant labels the Products as containing “6g” of protein, and
3 discloses a “12%” daily value for that protein on the NFP, the Products would provide 6 grams of
4 protein per serving in a form their bodies could use and would deliver the disclosed 12% of the
5 daily value. Because Defendant did not conduct PDCAAS and provide a statement of the corrected
6 amount of protein per serving, expressed as a corrected %DV in the NFP, consumers could not
7 have discovered that the Products provide significantly less protein.

8 29. Consumers lack the meaningful ability to test or independently ascertain the
9 truthfulness of Defendant’s food labeling claims, especially at the point of sale. Reasonable
10 consumers, when looking at the front label of the Products, believe that the Products provide the
11 amount of protein represented therein. Because Defendant do not include legally required
12 information as to the quality of the protein in the NFP via the statement of corrected amount of
13 protein expressed as a %DV, consumers do not have any reason to think otherwise. Reasonable
14 consumers do not walk around with the PDCAAS values for various protein sources in their heads.
15 They would not know the true amount of protein the Products provide nutritionally merely by
16 looking elsewhere on the Products’ packaging. That discovery requires investigation well beyond
17 what is advertised and knowledge of food chemistry beyond that of the average consumer. An
18 average consumer does not have the specialized knowledge necessary to ascertain that the Products
19 do not provide the number of grams of protein that is represented on their packaging. An average
20 consumer also lacks the specialized knowledge necessary to determine the PDCAAS for the
21 Products. The average reasonable consumer had no reason to suspect that Defendant’s
22 representations on the packages were misleading. Therefore, consumers had no reason to
23 investigate whether the Products actually do provide the amount of protein per serving that the
24 labels claim they do and reasonably relied on Defendant’s representations regarding the nature of
25 the Products.

26 30. Defendant intends and knows that consumers will and do rely upon food labeling
27 statements in making their purchasing decisions. Label claims and other forms of advertising and
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1 marketing drive product sales, particularly if placed prominently on the front of product packaging,
2 as Defendant has done with the claims on the Products that they contain and provide specific
3 amounts of protein per serving.

4 31. In making unlawful, false, misleading, and deceptive representations, Defendant
5 distinguishes the Products from its competitors' products. Defendant knew and intended that
6 consumers would purchase and pay a premium for products labeled with protein claims. By using
7 this branding and marketing strategy, Defendant is stating that the Products are superior to, better
8 than, and more nutritious and healthful than other products that do not make protein claims, or that
9 properly provide the required statement of the corrected amount of protein as determined by the
10 PDCAAS method and expressed as a %DV.

11 32. Because consumers pay a price premium for products that make protein claims, and
12 also pay a premium for products that provide more protein, by labeling its Products with protein
13 claims and misrepresenting the required statement of the corrected amount of protein per serving,
14 Defendant is able to both increase its sales and retain more profits.

15 33. Defendant engaged in the practices complained of herein to further its private
16 interests of: (i) increasing sales of the Products while decreasing the sales of competitors that do
17 not mislead consumers about the quality of the protein in its products, and/or (ii) commanding a
18 higher price for its Products because consumers will pay more for the Products due to consumers'
19 demand for products with protein claims.

20 34. The market for protein products is continuing to grow and expand, and because
21 Defendant knew consumers rely on representations about the number of grams of protein in food
22 products, Defendant has an incentive to continue to make such unlawful and misleading
23 representations. In addition, other trends suggest that Defendant has no incentive to change their
24 labeling practices.

25 35. For example, one market analysis revealed that between 2013-2017, product
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1 launches with a protein claim grew 31%.⁴

2 36. To capitalize on the growing market, the Defendant continues to launch new
3 product lines and flavors to diversify its portfolio and maintain a competitive edge. It is therefore
4 likely that Defendant will continue to unlawfully and/or misleadingly advertise the Products and
5 perpetuate the misrepresentations regarding the protein in the Products.

6 ***Plaintiff Lacks an Adequate Remedy at Law***

7 37. Plaintiff lacks an adequate remedy at law for the future harm described above.
8 Damages cannot remedy Plaintiff's inability to rely on Defendant's protein representations when
9 deciding whether to purchase the Products in the future, and only injunctive relief requiring
10 Defendant to cease the misleading protein representations or reformulate the Products can address
11 that prospective harm.

12 38. Equitable relief is also necessary because legal remedies may prove inadequate to
13 provide complete relief, including restitution measured by the difference between the price Plaintiff
14 and the Class paid and the value of the Products as received, and disgorgement of the revenues
15 Defendant unfairly obtained, which are equitable remedies not necessarily coextensive with
16 damages.

17 39. Equitable relief is also appropriate because the statutes of limitations for the causes
18 of action pled herein vary. The UCL and FAL's statute of limitations are four years — one year
19 longer than the CLRA's statute of limitations. Thus, class members who purchased the Products
20 more than three years before the filing of the complaint would be barred from recovery if equitable
21 relief were not permitted under the UCL and FAL.

22 40. The scope of actionable misconduct under the FAL and UCL is also broader than
23 under the other causes of action asserted herein. The FAL and UCL prohibit Defendant's
24 fraudulent marketing scheme. Plaintiff's warranty and common-law claims, on the other hand, are
25 more limited, focusing on the specific duties and obligations arising from Defendant's

26 ⁴ [https://www.bakeryandsnacks.com/Article/2018/11/26/10-key-snack-trends-to-](https://www.bakeryandsnacks.com/Article/2018/11/26/10-key-snack-trends-to-watch/?utm_source=copyright&utm_medium=OnSite&utm_campaign=copyright)
27 [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) (last accessed
28 May 23, 2025).

misrepresentations and omissions at the point of purchase. The UCL also creates a cause of action for violations of laws that do not themselves provide for a private cause of action — including the FDA’s and Sherman Law’s prohibition on misrepresenting the protein in the Products.

CLASS ACTION ALLEGATIONS

41. Plaintiff brings this action on behalf of herself and all other similarly situated persons pursuant to Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2) and (b)(3).

42. Plaintiff seeks to represent all persons in the United States who purchased Defendant’s Products (the “Class”).

43. The Class does not include (1) Defendant, its officers, and/or its directors; or (2) the Judge to whom this case is assigned and the Judge’s staff.

44. Plaintiff reserves the right to amend the above class definition and add additional classes or subclasses as appropriate based on investigation, discovery, and the specific theories of liability.

45. ***Community of Interest:*** There is a well-defined community of interest among members of the Class, and the disposition of the claims of these members of the Class in a single action will provide substantial benefits to all parties and to the Court.

46. ***Numerosity:*** While the exact number of members of the Class is unknown to Plaintiff at this time and can only be determined by appropriate discovery, upon information and belief, members of the Class number in the millions. The precise number of the members of the Class and their identities are unknown to Plaintiff at this time but may be determined through discovery. Members of the Class may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendant and third-party retailers and vendors.

47. ***Existence and predominance of common questions of law and fact:*** Common questions of law and fact exist as to all members of the Class and predominate over any questions affecting only individuals of the Class. These common legal and factual questions include, but are not limited to:

- (a) Whether Defendant’s protein representation and omissions about the Products are false and misleading in violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*, California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*, and/or California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
- (b) Whether Plaintiff and the members of the Class have suffered damages as a result of Defendant’s actions and the amount thereof; and
- (c) Whether Plaintiff and the members of the Class are entitled to attorney’s fees and costs.

48. **Typicality:** The claims of the named Plaintiff are typical of the claims of other members of the Class in that the named Plaintiff was exposed to Defendant’s false and misleading marketing, purchased Defendant’s Product, and suffered a loss as a result of those purchases.

49. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of the Class as required by Federal Rule of Civil Procedure Rule 23(a)(4). Plaintiff is an adequate representative of the Class because she has no interests that are adverse to the interests of the members of the Class. Plaintiff is committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained skilled and experienced counsel.

50. **Superiority:** A class action is superior to all other available methods of the fair and efficient adjudication of the claims asserted in this action under Federal Rule of Civil Procedure 23(b)(3) because:

- (a) The expense and burden of individual litigation makes it economically unfeasible for members of the Class to seek to redress their claims other than through the procedure of a class action;
- (b) If separate actions were brought by individual members of the Class, the resulting duplicity of lawsuits would cause members of the Class to seek to redress their claims other than through the procedure of a class action; and

- 1 (c) Absent a class action, Defendant likely will retain the benefits of its wrongdoing,
2 and there would be a failure of justice.

3 **CAUSES OF ACTION**

4 **COUNT I**

5 **Violation of California’s False Advertising Law,**
6 **Cal. Bus. & Prof. Code § 17500, *et seq.***
7 **(On Behalf of Plaintiff and the Class)**

8 51. Plaintiff incorporates by reference each of the allegations contained in the foregoing
9 paragraphs of this Complaint as though fully set forth herein.

10 52. The FAL makes it “unlawful for any person...to make or disseminate or cause to be
11 made or disseminated before the public in this state, ... [in] any advertising device ... or in any
12 other manner or means whatever, including over the Internet, any statement, concerning ...
13 personal property or those services, professional or otherwise, or ... performance or disposition
14 thereof, which is untrue or misleading and which is known, or which by the exercise of reasonable
15 care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

16 53. Defendant committed acts of false and misleading advertising, as defined by the
17 FAL, by using statements to promote the sale of its Products by representing (by omission and
18 commission) that the Products contained more grams of usable protein per serving than they
19 actually provided, and that the Products were appropriate for meeting protein dietary needs.
20 Defendant had a duty to disclose the corrected amount of protein per serving in the NFP, as
21 calculated according to the PDCAAS method, which Defendant failed to do, instead disclosing an
22 inflated, uncorrected “12%” daily value.

23 54. Defendant knew or should have known that its advertising claims are misleading
24 and/or false.

25 55. Defendant knew or should have known, through the exercise of reasonable care, that
26 its representations were false and misleading and likely to deceive consumers and cause them to
27 purchase Defendant’s Products.
28

56. Defendant's wrongful conduct is ongoing and part of a general practice that is still being perpetuated and repeated throughout the State of California and nationwide.

57. Plaintiff and the Class Members seek restitution, injunctive relief, attorneys' fees, and all other relief that the Court deems proper.

COUNT II
Violation of California’s Consumers Legal Remedies Act (“CLRA”),
California Civil Code § 1750, et seq.
(On Behalf of Plaintiff and the Class)

58. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as though fully set forth herein.

59. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have.”

60. Civil § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.”

61. Civil § 1770(a)(9) prohibits “advertising goods or services with intent not to sell them as advertised.”

62. Defendant profited from the sale of the falsely, deceptively, and unlawfully advertised Products to unwary consumers.

63. Defendant's wrongful business practices constituted, and still constitute, a continuing course of conduct in violation of the CLRA.

64. On April 27, 2026, Plaintiff notified Defendant in writing, by certified mail, of the violations alleged herein and demanded that Defendant remedy those violations pursuant to Cal. Civ. Code § 1782. Defendant failed to correct its business practices or provide the requested relief within 30 days.

65. Pursuant to California Civil Code §§1780(a)(1)-(5) and § 1780(e), Plaintiff and the Class Members seek monetary damages from Defendant, reasonable attorneys' fees and litigation costs, an injunction and any other relief the Court deems proper under the CLRA.

COUNT III

**Violation of California's Unfair Competition Law, ("UCL"),
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On Behalf of Plaintiff and the Class)**

66. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as though fully set forth herein.

67. The UCL prohibits unfair competition in the form of "any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act." Cal. Bus. & Prof. Code § 17200. A business act or practice is "unlawful" if it violates any established state or federal law. A practice is unfair if it (1) offends public policy; (2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of himself or herself and others similarly situated who are affected by the unlawful and/or unfair business practice or act.

68. Defendant's acts, as described above, constitute unlawful, unfair, and fraudulent business practices pursuant to California Business & Professions Code §§ 17200, *et seq.*

69. Defendant has violated the UCL's proscription against engaging in Unlawful Business Practices as a result of its violations of the FAL, Cal. Bus. & Prof. Code § 17500, *et seq.*; CLRA, Cal. Civ. Code § 1770, *et seq.*; and the Sherman Law, including without limitation, California Health & Safety Code §§ 110390, 110395, 110398 and 110400; the misbranded food provisions of the Sherman Law (Article 6), including without limitation, California Health & Safety Code §§ 110660, 110665, 110705, 110760, 110765, and 110770; and federal laws regulating the advertising and branding of food in 21 U.S.C. § 343(a), *et seq.* and FDA regulations, including but not limited to 21 C.F.R. § 101.9 (c)(7), 21 C.F.R. § 101.13(i)(3), (b), (n), and 21 C.F.R. § 101.9(h), which are incorporated into the Sherman Law (California Health & Safety Code §§ 110100(a), 110380, and 110505).

70. In particular, Defendant has engaged, and continues to engage, in unfair and fraudulent practices by, without limitation, the following: (i) unlawfully making a protein claim on the front labels of the Products packages without complying with the regulatory requirements for making protein claims set forth in 21 C.F.R. § 101.9(c)(7)(i)-(iii) and incorporated by reference by California's Sherman law; (ii) failing to disclose the corrected amount of protein per serving in the NFP, calculated according to the PDCAAS method and expressed as a %DV, and instead disclosing an inflated, uncorrected "12%" figure; and (iii) misleading reasonable consumers regarding the amount of protein the Products provide nutritionally in a form that humans can use.

71. Defendant has also violated the UCL's proscription against engaging in Unfair Business Practices. Defendant's acts, omissions, misrepresentations, practices and non-disclosures as alleged herein also constitute "unfair" business acts and practices within the meaning of Business & Professions Code § 17200, *et seq.* in that its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Defendant's deceptive business model has led consumers to purchase the Products over other comparable dietary supplements that properly represent their nutritional value. Such injury is not outweighed by any countervailing benefits to consumers or competition. Indeed, no benefit to consumers or competition results from Defendant's conduct. Since consumers reasonably rely on the Products' labels, and thus also their omissions, consumers could not have reasonably avoided such injury. *Davis v. Ford Motor Credit Co.*, 179 Cal. App. 4th 581, 597-98 (2009); *see also Drum v. San Fernando Valley Bar Ass'n*, 182 Cal. App. 4th 247, 257 (2010) (outlining the third test based on the definition of "unfair" in Section 5 of the FTC Act). Furthermore, Defendant's packaging and sale of the Products is also unfair because it violates public policy as declared by specific constitutional, statutory, or regulatory provisions, including, but not limited to, the FDA and the Sherman Law.

72. Finally, Defendant has further violated the UCL's proscription against engaging in Fraudulent Business Practices. Defendant's claims, omissions, and misleading statements, as more

1 fully set forth above, were false, misleading and/or likely to deceive the consuming public.

2 73. Pursuant to California Business and Professional Code § 17203, Plaintiff and
3 the Class Members seek restitution, injunctive relief, attorneys' fees, and all other relief that
4 the Court deems proper.

5 **COUNT IV**
6 **Unjust Enrichment**
7 **(On behalf of Plaintiff and the Class)**

8 74. Plaintiff incorporates by reference each of the allegations contained in the foregoing
9 paragraphs of this Complaint as though fully set forth herein.

10 75. Plaintiff and the Class Members conferred benefits on Defendant by purchasing the
11 Products.

12 76. Defendant was unjustly enriched in retaining the revenues derived from Plaintiff
13 and the Class Members' purchases of the Products. Retention of those monies under these
14 circumstances is unjust and inequitable because Defendant misrepresented the benefits of the
15 Products. These omissions and misrepresentations caused injuries to Plaintiff and the Class
16 Members because they would not have purchased the Products if the true facts were known.

17 77. Because Defendant's retention of the non-gratuitous benefits conferred on them by
18 Plaintiff and the Class Members is unjust and inequitable, Defendant has been unjustly enriched in
19 an amount to be determined at trial.

20 78. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff makes the following
21 allegations in this paragraph as an alternative to any contrary allegations in her other causes of
22 action, in the event that such causes of action will not succeed. Plaintiff and the Class Members
23 may be unable to obtain monetary, declaratory and/or injunctive relief directly under other causes
24 of action and will lack an adequate remedy at law, if the Court requires them to show classwide
25 reliance and materiality beyond the element required under unjust enrichment. In addition,
26 Plaintiffs and the Class Members may be unable to obtain such relief under other causes of action
27 and will lack an adequate remedy at law, if Plaintiff is unable to demonstrate the requisite *mens rea*
28 (intent, reckless, and/or negligence), because an action under unjust enrichment imposes no such

mens rea requirement and liability exists even if Defendant acted in good faith. Restitution may also be more certain, prompt, and efficient than other legal remedies requested herein. The return of the full premium price will ensure that Plaintiff and the Class are in the same place they would have been in had Defendant's wrongful conduct not occurred, *i.e.*, the position to make an informed decision about the purchase of the Products absent omissions and misrepresentations with the full purchase price at their disposal. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and the Class Members suffered injury and seek the disgorgement and restitution of Defendant's wrongful profits, revenue, and benefits, plus interest, to the extent and in the amount deemed appropriate by the Court, and such other relief as the Court deems just and proper to remedy Defendant's unjust enrichment.

COUNT V
Breach of Express Warranty
(On Behalf of Plaintiff and the Class)

79. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as though fully set forth herein.

80. Plaintiff brings this claim under the laws of California and those of the other states which are materially identical to California warranty law against Defendant.⁵

81. As the manufacturer, marketer, advertiser, and promoter of the Products, Defendant

⁵ While discovery may alter the following, Plaintiff asserts that the states with similar express warranty laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.02.313; Ariz. Rev. Stat. § 47-2313; Ark. Code § 4-2-313; Cal. Com. Code § 2313; Colo. Rev. Stat. § 4-2-313; Conn. Gen. Stat. § 42a-2-313; Del. Code Ann. tit. 6, § 2-313; D.C. Code § 28:2-313; Fla. Stat. § 672.313; Ga. Code § 11-2-313; Haw. Rev. Stat. § 490:2-313; Idaho Code § 28-2-313; 810 ILCS 5/2-313; Ind. Code § 26-1-2-313; Kan. Stat. Ann. § 84-2-313; Ky. Rev. Stat. Ann. § 355.2-313; Me. Rev. Stat. tit. 11, § 2-313; Mass. Gen. Laws ch. 106, § 2-313; Minn. Stat. § 336.2-313; Miss. Code Ann. § 75-2-313; Mo. Rev. Stat. § 400.2-313; Mont. Code Ann. § 30-2-313; Neb. U.C.C. § 2-313; Nev. Rev. Stat. § 104.2313; N.H. Rev. Stat. Ann. § 382-A:2-313; N.J. Stat. Ann. § 12A:2-313; N.M. Stat. Ann. § 55-2-313; N.Y. U.C.C. Law § 2-313; N.C. Gen. Stat. § 25-2-313; N.D. Cent. Code § 41-02-30; Ohio Rev. Code Ann. § 1302.26; Okla. Stat. tit. 12A, § 2-313; Or. Rev. Stat. § 72.3130; 13 Pa. Cons. Stat. § 2313; R.I. Gen. Laws § 6A-2-313; S.C. Code Ann. § 36-2-313; S.D. Codified Laws § 57A-2-313; Tenn. Code Ann. § 47-2-313; Tex. Bus. & Com. Code § 2.313; Utah Code Ann. § 70A-2-313; Vt. Stat. Ann. tit. 9A, § 2-313; Va. Code Ann. § 8.2-313; Wash. Rev. Code Ann. § 62A.2-313; W. Va. Code § 46-2-313; Wis. Stat. § 402.313; and Wyo. Stat. Ann. § 34.1-2-313.

1 issued an express warranty by representing that the Products have a certain amount of protein that
2 they do not have.

3 82. Defendant's representations were part of the basis of the bargains upon which the
4 goods were offered for sale and purchased by Plaintiff and the Class Members.

5 83. As a direct and proximate result of Defendant's breach, Plaintiff and the Class
6 Members were injured because they: (1) paid money for the Products that were not what Defendant
7 represented; (2) were deprived of the benefit of the bargain because the Products they purchased
8 were different than Defendant had advertised; and (3) were deprived of the benefit of the bargain
9 because the Products they purchased had less value than Defendant represented. Had Defendant not
10 breached its express warranty by making the false representations alleged herein, Plaintiff and the
11 Class Members would not have purchased the Products or would not have paid as much as they did
12 for them.

13 84. As a result, Plaintiff and the Class Members suffered and continue to suffer damage
14 and injury, and are entitled to all damages, in addition to costs, interest and fees, including
15 attorneys' fees, as allowed by law.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
18 judgment against Defendant, as follows:

- 19 (a) For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure;
20 naming Plaintiff as a representative of the Class; and naming Plaintiff's attorneys as
21 Class Counsel to represent the Class;
- 22 (b) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- 23 (c) For actual, compensatory, statutory, and/or punitive damages in amounts to be
24 determined by the Court and/or jury;
- 25 (d) For an order of restitution and all other forms of equitable monetary relief;
- 26 (e) For prejudgment interest on all amounts awarded; and
- 27
28

(f) For an order awarding Plaintiff and the Class their reasonable attorneys' fees, expenses, and costs of suit.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: July 27, 2026

Respectfully submitted,

GUCOVSKI LAW FIRM, PLLC.

By: /s/ Adrian Gucovski
Adrian Gucovski (State Bar No. 360988)
Nathaniel Haim Sari (*pro hac vice* forthcoming)
165 Broadway, Fl. 23
New York, NY 10006
Telephone: (212) 884-4230
Facsimile: (212) 884-4230
E-Mail: adrian@gucovschilaw.com
nathaniel@gucovschilaw.com

Attorneys for Plaintiff

CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d)

I, Adrian Gucovschi, declare as follows:

1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a partner at Gucovschi Law Firm, PLLC, counsel of record for Plaintiff Roya Mir in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath.

2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the transaction alleged in the Complaint occurred in this County.

I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this declaration was executed on Monday, July 27, 2026 in Miami, Florida.

/s/ Adrian Gucovschi
Adrian Gucovschi

CIVIL COVER SHEET

Case 2:26-at-01263 Document 1-1 Filed 07/28/26 Page 1 of 2

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

I. (a) PLAINTIFFS

ROYA MIR, Individually and on behalf of all others
similarly situated.

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

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

Adrian Gucovschi, Gucovschi Law Firm, PLLC, 165
Broadway, Fl. 23, New York, NY 10006, (212) 884-4230

DEFENDANTS

Beyond Better Foods, LLC

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

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28:1332 - Diversity - Fraud
Brief description of cause:
Diversity - Fraud

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** 5,000,000+ **CHECK YES only if demanded in complaint:**
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

7/27/2026

/s/ Adrian Gucovschi,

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Case 2:26-at-01263 Document 1-1 Filed 07/28/26 Page 2 of 2

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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