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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

DEAN FETTERS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSAL PROTEIN
SUPPLEMENTS CORPORATION dba
UNIVERSAL NUTRITION,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Dean Feters (“Plaintiff”), on behalf of himself and all others
2 similarly situated, by and through his undersigned counsel, hereby sues Defendant
3 Universal Protein Supplements Corporation dba Universal Nutrition (“Defendant”)
4 and, upon information and belief and investigation of counsel, alleges as follows:

5 **I. INTRODUCTION**

6 1. Defendant makes, distributes, sells, and markets Animal 5g Creatine
7 Chews, available for purchase in Grape, Fruit Punch, Lemon Ice, Candy Crush’d,
8 and Smarties flavors (collectively, the “Product”).

9 2. Defendant deceptively labels the Product on Amazon.com by
10 misrepresenting the dosage amount of each chew tablet. Specifically, the Product’s
11 front label prominently advertises a certain dosage amount, for example, “5g
12 creatine.” The front label also advertises the number of chew tablets in the Product,
13 for example “120 chewable tablets.” Reasonable consumers are therefore led to
14 believe that each chew tablet contains the advertised dosage amount: 5 grams of
15 creatine in each chew tablet.

16 3. The truth, however, is that each chew tablet does not contain the
17 advertised dosage amount. Instead, consumers must ingest four chew tablets to
18 achieve the advertised dosage. As a result, consumers grossly overpay for the
19 Product, receiving only a quarter of the advertised value while paying the full
20 purchase price.

21 4. Plaintiff read and relied upon Defendant’s advertising when purchasing
22 the Product and was damaged as a result.

23 5. Plaintiff brings this action on behalf of himself and all other similarly
24 situated consumers in the United States, alleging violations of the California
25 Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* (“CLRA”), Unfair
26 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (“UCL”), and False
27 Advertising Law, §§ 17500 *et seq.* (“FAL”). Plaintiff brings further causes of action
28 for breach of express and implied warranties, negligent misrepresentation,

1 intentional misrepresentation/fraud, and quasi-contract/unjust enrichment.

2 6. Plaintiff seeks an order compelling Defendant to (a) cease marketing
3 the Product using the misleading and unlawful tactics complained of herein, (b)
4 destroy all misleading deceptive, and unlawful materials, (c) conduct a corrective
5 advertising campaign, (d) restore the amounts by which it has been unjustly
6 enriched, and (e) pay restitution damages and punitive damages, as allowed by law.

7 **II. JURISDICTION AND VENUE**

8 7. This Court has original jurisdiction under 28 U.S.C. § 1332(d)(2) (The
9 Class Action Fairness Act) because the matter in controversy exceeds the sum or
10 value of \$5,000,000 exclusive of interest and costs and because more than two-thirds
11 of the members of the Class reside in states other than the state of which Defendant
12 is a citizen.

13 8. The court has personal jurisdiction over Defendant. Defendant
14 purposely availed itself to California because Defendant does business within this
15 judicial district, sells the Product in this judicial district, and is committing the acts
16 complained of below within this judicial district.

17 9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the
18 injury in this case substantially occurred in this District. Defendant has intentionally
19 availed itself of the laws and markets of this District through the promotion,
20 marketing, distribution, and sale of the Product in this District, and is subject to
21 personal jurisdiction in this District.

22 **III. PARTIES**

23 10. Defendant Universal Protein Supplements Corporation dba Universal
24 Nutrition is a New Jersey corporation with a principal place of business located in
25 New Brunswick, NJ. Defendant makes, labels, distributes, sells, and markets the
26 Product throughout the United States and in California. Defendant is responsible for
27 the making, labelling, distribution, selling, and marketing of the Product throughout
28 the applicable statute of limitations period.

11. Plaintiff Dean Feters (“Plaintiff”) is a resident of California and purchased the Product in the Grape flavor from Amazon.com while located in Los Angeles, California during the class period. Plaintiff saw the misrepresentations made on the Product label prior to and at the time of purchase and understood them as representations and warranties that each unit of the product contained the advertised dosage amount. Plaintiff relied on the representations made on the Product’s label in deciding to purchase the Product. These representations and warranties were part of his basis of the bargain, in that he would not have purchased the Product, or would only have been willing to purchase the Product at a lower price, had he known the representations were false. Plaintiff would consider purchasing the Product again if the advertising statements made on the Product label were, in fact, truthful and represented in a manner as not to deceive consumers.

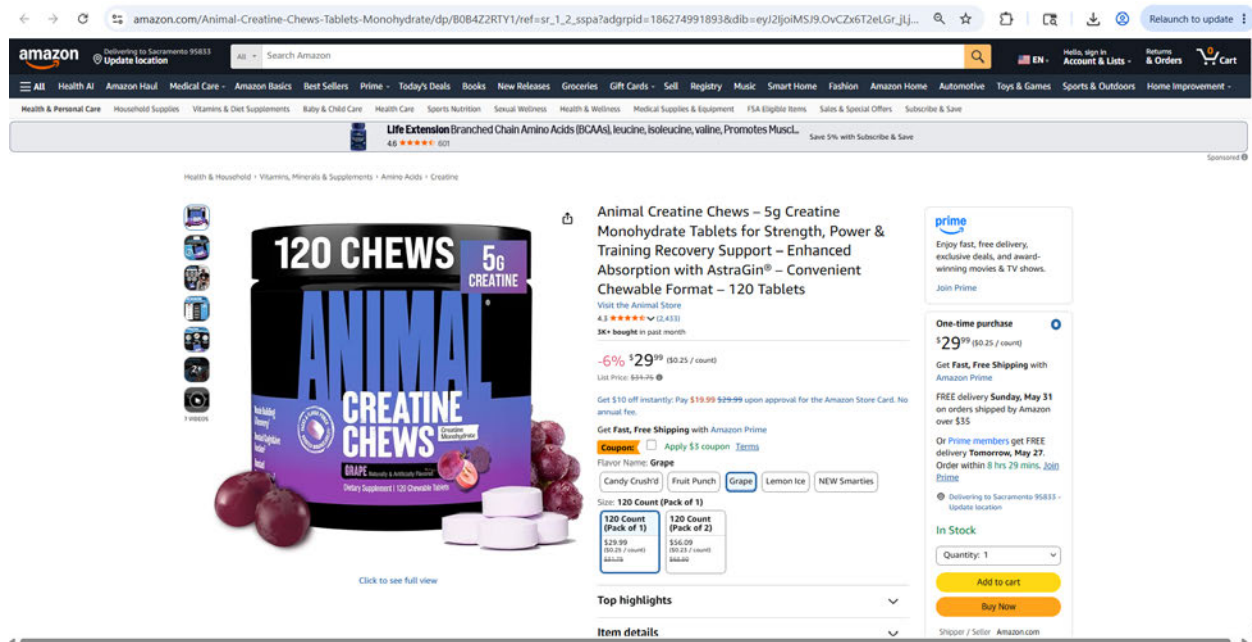
IV. NATURE OF THE ACTION

12. Defendant sells the Product with misleading dosage representations on the Product packaging and labels, as four (4) chew tablets are required to achieve the advertised dosage of 5g creatine.

13. True and correct copies of the Grape Product’s front label and supplement facts from www.amazon.com are shown below:



14. A screenshot of the Product in the Grape flavor as it appeared on Amazon.com during the class period is shown below:



15. Defendant's dosing representations are prominently and conspicuously displayed to grab the consumer's attention.

16. Contrary to the prominently advertised dosage amount on each of the Product's labels, each chew tablet contains only a fraction of the advertised dosage amount. Consumers must ingest four (4) chew tablets to achieve the advertised dosage of 5g creatine. This leads consumers to overpay for the Product by a significant margin.

17. Defendant's advertising misleads reasonable consumers into believing that each chew tablet contains the advertised dosage. However, contrary to the labeling, each unit only contains a fraction of the advertised dosage. Consequently, reasonable consumers believe that they are receiving four times the amount of creatine than what they are actually receiving. As a result, Defendant has charged consumers a premium for the Product, while cutting costs and reaping the financial benefits of selling a creatine supplement with less than the advertised dosage in each Product.

1 18. The label misrepresentations are material to reasonable consumers,
2 including Plaintiff. The dosage representations (number of milligrams) and unit
3 representations (number of chew tablets) convey the type and amount of dietary
4 supplement provided by the Product, and the primary purpose of the Product is to
5 provide the amount of creatine advertised by the Product label. Accordingly,
6 reasonable consumers are likely to be deceived by the Product's labels.

7 **DEMAND FOR SUPPLEMENTS AND THE COMPETITIVE MARKET**

8 19. Over the past 20 years, there has been a significant increase in the
9 prevalence of supplement use. The supplement market has been growing in terms of
10 sales and products available on the market. Consumers are being presented a large
11 number of products, brands, and formulations, distributed through a wide variety of
12 marketing channels. The value of the global supplement market was estimated to be
13 worth nearly USD 152 billion in 2021, and is expected to be worth USD 300 billion
14 by 2028.¹

15 20. In response to consumers' desire for supplements, many companies,
16 like Defendant, have scrambled to manufacture, market, and sell purportedly high
17 dosages, at the same or lower costs, in an effort to gain market share and outsell
18 competitors. Unfortunately, rather than creating the actual high dosage supplements
19 that consumers desire, Defendant makes the Product with lower dosages than is
20 advertised on the Product's packaging and front labels, and then markets it to
21 consumers through deceptive labeling and packaging claims. In doing so, Defendant
22 misleads consumers into believing that the Product contains a higher dosage in each
23 chew tablet than what is actually contained therein.

24 21. Defendant's competitors correctly label and sell their products to show
25 the correct dosage information on the product's front labels. They do so by
26 specifying on the front label the amount of creatine per chew tablet. For example,

27
28 ¹ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10421343/>

the Momentous Creatine Chews with 1g Creapure® product contains exactly what it says: creatine tablets each containing 1g of creatine monohydrate.

Momentous Creatine Chews with 1g Creapure®²



22. Alternatively, Defendant’s competitors disclose on their product’s front labels that the advertised dosage amount does not apply per chew tablet, and instead applies “per serving.” For example, the Bloom Nutrition 5g Creatine Gummies product specifies that the product contains 5g of creatine “per serving.”

Bloom Nutrition 5g Creatine Gummies³

² <https://www.vitaminshoppe.com/p/creatine-chews-1-gm-lemon-lime-150-chewable-tablets/mom-16766>

³ <https://www.vitaminshoppe.com/p/creatine-gummies-5-gm-tropical-twist-36-oz-gummies/bmn-17074>



23. By falsely, misleadingly, and deceptively labeling and advertising the Product, Defendant sought an unfair advantage over its lawfully acting competitors.

PLAINTIFF'S PURCHASES, RELIANCE, AND INJURY

24. Plaintiff Dean Feters purchased the Product in the Grape flavor from Amazon.com during the class period while located in Los Angeles, California in reliance on the Product's front label advertising.

25. In deciding to purchase the Product, Plaintiff read and relied on the dosage information displayed on the front label, which led Plaintiff to believe that each chew tablet in the Product contained the advertised dosage – 5g of creatine per chew tablet. At the time of purchase, Plaintiff did not know that the advertised dosage was false and misleading, and that more than one chew tablet would need to be consumed to receive the advertised dosage.

26. Plaintiff would not have purchased the Product, or would not have paid as much as he did for it, had he known that each chew tablet contained only a fraction of the advertised dosage. Plaintiff paid a premium for the Product due to the

1 misleading labeling on the Product's packaging.

2 27. The representations on the Product's label were and are false and
3 misleading, and had the capacity, tendency, and likelihood to confuse or confound
4 Plaintiff and other consumers acting reasonably (including the putative Class)
5 because, as described in detail herein, the Product label misrepresents the dosage of
6 each chew tablet.

7 28. Plaintiff and Class Members acted reasonably in relying on the
8 challenged claims that Defendant intentionally, prominently, and uniformly placed
9 on the Product's label and packaging with the intent to induce average consumers
10 into purchasing it.

11 29. Plaintiff, in the exercise of reasonable diligence, could not have
12 discovered earlier Defendant's unlawful acts described herein because the violations
13 were known to Defendant, and not to his throughout the Class Period herein.

14 30. Plaintiff paid more for the Product, and would only have been willing
15 to pay less or unwilling to purchase it at all, absent the false and misleading labeling
16 statements complained of herein.

17 31. For these reasons, the Product was worth less than what Plaintiff paid
18 for it.

19 32. Plaintiff would like to, and would consider, purchasing the Product
20 again when he can do so with the assurance that the Product's label is truthful and
21 consistent with the Product's actual ingredients.

22 33. Plaintiff will be unable to rely on the Product's advertising or labeling
23 in the future, and so will not purchase the Product again although he would like to.

24 34. Plaintiff lost money as a result of Defendant's deceptive claims and
25 practices in that he did not receive what he paid for when purchasing the Product.

26 35. Plaintiff detrimentally altered his position and suffered damages in an
27 amount equal to the premium he paid for the Product.

28 36. The senior officers and directors of Defendant allowed the Product to

1 be sold with full knowledge or reckless disregard that the challenged claims are
2 fraudulent, unlawful, and misleading.

3 **NO ADEQUATE REMEDY AT LAW**

4 37. Plaintiff seeks damages and, in the alternative, equitable restitution.
5 Plaintiff and members of the class are entitled to equitable relief as no adequate
6 remedy at law exists.

7 38. The statutes of limitations for the causes of action pled herein vary.
8 Class members who purchased the Product more than three years prior to the filing
9 of the complaint will be barred from recovery if equitable relief were not permitted
10 under the UCL.

11 39. The scope of actionable misconduct under the unfair prong of the UCL
12 is also broader than the other causes of action asserted herein. It includes
13 Defendant's overall unfair marketing scheme to promote and brand the Product over
14 a long period of time in order to gain an unfair advantage over competitor products.
15 The UCL also creates a cause of action for violations of law (such as statutory or
16 regulatory requirements and court orders related to similar representations and
17 omissions made on the type of product at issue). This is especially important here
18 because Plaintiff alleges Defendant has committed "unlawful" acts and brings a
19 claim for violation of the UCL's "unlawful prong." Plaintiff's UCL unlawful prong
20 claim does not rest on the same conduct as his other causes of action, and there is no
21 adequate remedy at law for this specific unlawful claim. Plaintiff and class members
22 may also be entitled to restitution under the UCL, while not entitled to damages
23 under other causes of action asserted herein (e.g., the FAL requires actual or
24 constructive knowledge of the falsity; the CLRA is limited to certain types of
25 plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or
26 services for personal, family, or household purposes) and other statutorily
27 enumerated conduct).

28 40. Injunctive relief is appropriate on behalf of Plaintiff and members of

1 the class because Defendant continues to omit material facts about the Product.
2 Injunctive relief is necessary to prevent Defendant from continuing to engage in the
3 unfair, fraudulent, and/or unlawful conduct described herein and to prevent future
4 harm—none of which can be achieved through available legal remedies (such as
5 monetary damages to compensate past harm). Injunctive relief, in the form of
6 affirmative disclosures is necessary to dispel the public misperception about the
7 Product that has resulted from years of Defendant’s unfair, fraudulent, and unlawful
8 marketing efforts. Such disclosures would include, but are not limited to, publicly
9 disseminated statements that the Product’s labeling misrepresentations are untrue
10 and providing accurate information about the Product’s true nature; and/or requiring
11 prominent disclaimers on the Product’s front label concerning the Product’s true
12 nature. An injunction requiring affirmative disclosures to dispel the public’s
13 misperception, and prevent the ongoing deception, is also not available through a
14 legal remedy (such as monetary damages). In addition, Plaintiff is currently unable
15 to accurately quantify the damages caused by Defendant’s future harm, because
16 discovery and Plaintiff’s investigation have not yet completed, rendering injunctive
17 relief necessary. Further, because a public injunction is available under the UCL,
18 damages will not adequately benefit the general public in a manner equivalent to an
19 injunction.

20 41. Moreover, a legal remedy is not adequate if it is not as certain as an
21 equitable remedy. Here, Plaintiff may lack an adequate remedy at law if, for instance,
22 damages resulting from his purchases of the Product are determined to be an amount
23 less than the premium price of the Product. Without compensation for the full
24 premium price of the Product, Plaintiff and class members would be left without the
25 parity in purchasing power to which they are entitled.

26 42. By the same token, Plaintiff’s common law claims require additional
27 showings, compared to the UCL, FAL, or unjust enrichment claims. For example,
28 to prevail on a breach of warranty claim, Plaintiff must show that the challenged

statements constitute a warranty and that the warranty was part of the basis of the bargain. No such showings are required by the UCL or FAL, or for an unjust enrichment theory. In fact, the UCL and the FAL were enacted specifically to create new claims and remedies not available at common law. And unjust enrichment exists in part because contractual claims are often more difficult to establish. In this way, Plaintiff's UCL and FAL claims, and Plaintiff's unjust enrichment claims, are more certain than their legal claims.

43. It is premature to determine whether an adequate remedy at law exists. This is an initial pleading and discovery has not yet commenced and/or is at its initial stages. No class has been certified yet. No expert discovery has commenced and/or completed. The completion of fact/non-expert and expert discovery, as well as the certification of this case as a class action, are necessary to finalize and determine the adequacy and availability of all remedies, including legal and equitable, for Plaintiff's individual claims and any certified class or subclass. Plaintiff therefore reserves his right to amend this complaint and/or assert additional facts that demonstrate this Court's jurisdiction to order equitable remedies where no adequate legal remedies are available for either Plaintiff and/or any certified class or subclass. Such proof, to the extent necessary, will be presented prior to the trial of any equitable claims for relief and/or the entry of an order granting equitable relief.

V. CLASS ACTION ALLEGATIONS

44. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks certification of the following Classes (or alternative Classes or Subclasses):

The Nationwide Class

All U.S. citizens who purchased the Product from Amazon.com in their respective state of citizenship for personal and household use and not for resale within the applicable statute of limitations and until the date class notice is disseminated.

The California Subclass

All California citizens who purchased the Product from Amazon.com in

1 California for personal and household use and not for resale within the
2 applicable statute of limitations and until the date class notice is disseminated.

3 45. The Classes and Subclasses described in this complaint will jointly be
4 referred to the “Class” or the “Classes” unless otherwise stated, and the proposed
5 members of the Classes and Subclasses will jointly be referred to as “Class
6 Members.”

7 46. Plaintiff and the Class reserve their right to amend or modify the Class
8 definitions with greater specificity or further division into subclasses or limitation to
9 particular issues as discovery and the orders of this Court warrant.

10 47. Excluded from the Class are governmental entities, Defendant, any
11 entity in which Defendant has a controlling interest, Defendant’s employees,
12 officers, directors, legal representatives, heirs, successors and wholly or partly
13 owned subsidiaries or affiliated companies, including all parent companies, and their
14 employees; and the judicial officers, their immediate family members and court staff
15 assigned to this case.

16 48. The members in the proposed Class are so numerous that individual
17 joinder of all members is impracticable. Due to the nature of the trade and commerce
18 involved, however, Plaintiff believes the total number of Class members is at least
19 in the hundreds and members of the Classes are numerous. While the exact number
20 and identities of the Class members are unknown at this time, such information can
21 be ascertained through appropriate investigation and discovery. The disposition of
22 the claims of the Class members in a single class action will provide substantial
23 benefits to all parties and to the Court.

24 49. Pursuant to Rule 23(b)(2), Defendant has acted or refused to act on
25 grounds generally applicable to the Classes, thereby making final injunctive relief
26 or corresponding declaratory relief and damages as to the Product appropriate with
27 respect to the Classes as a whole. In particular, Defendant has failed to disclose the
28 true nature of the Product being marketed as described herein.

1 50. There is a well-defined community of interest in the questions of law
2 and fact involved, affecting the Plaintiff and the Classes and these common
3 questions of fact and law include, but are not limited to, the following:

- 4 • Whether Defendant breached any express warranties made to Plaintiff
5 and the Class;
- 6 • Whether Defendant breached any implied warranties made to Plaintiff
7 and the Class;
- 8 • Whether Defendant violated consumer protection statutes, false
9 advertising statutes, or state deceptive business practices statutes;
- 10 • Whether Defendant engaged, and continues to engage, in unfair or
11 deceptive acts and practices in connection with the marketing,
12 advertising, and sales of the Product;
- 13 • Whether reasonable consumers are likely to be misled by Defendant's
14 advertising and labeling of the Product;
- 15 • Whether the Product's challenged representations are material
16 representations made to reasonable consumers;
- 17 • Whether the proposed class is suitable for class certification;
- 18 • The proper amount of restitution, damages, and punitive damages;
- 19 • The proper injunctive relief, including a corrective advertising
20 campaign;
- 21 • The proper amount of attorneys' fees.

22 51. These common questions of law and fact predominate over questions
23 that affect only individual Class Members.

24 52. Plaintiff's claims are typical of Class Members' claims because they
25 are based on the same underlying facts, events, and circumstances relating to
26 Defendant's conduct. Specifically, all Class Members, including Plaintiff, were
27 subjected to the same misleading and deceptive conduct when they purchased the
28 Product, and suffered economic injury because the Product was and still is

1 misrepresented. Absent Defendant's business practice of deceptively and unlawfully
2 labeling the Product, Plaintiff and Class Members would not have purchased the
3 Product, or would have paid less for it.

4 53. Plaintiff will fairly and adequately represent and protect the interests of
5 the Classes, has no interests incompatible with the interests of the Classes, and has
6 retained counsel with substantial experience in handling complex consumer class
7 action litigation. Plaintiff and his counsel are committed to vigorously prosecuting
8 this action on behalf of the Classes and have the financial resources to do so.

9 54. Plaintiff and the members of the Classes suffered, and will continue to
10 suffer harm as a result of Defendant's unlawful and wrongful conduct. A class action
11 is superior to other available methods for the fair and efficient adjudication of the
12 present controversy. Individual joinder of all members of the Classes is
13 impracticable. Even if individual Class members had the resources to pursue
14 individual litigation, it would be unduly burdensome to the courts in which the
15 individual litigation would proceed. Individual litigation magnifies the delay and
16 expense to all parties in the court system of resolving the controversies engendered
17 by Defendant's common course of conduct. The class action device allows a single
18 court to provide the benefits of unitary adjudication, judicial economy, and the fair
19 and efficient handling of all Class members' claims in a single forum. The conduct
20 of this action as a class action conserves the resources of the parties and of the
21 judicial system and protects the rights of the class members. Furthermore, for many,
22 if not most, a class action is the only feasible mechanism that allows an opportunity
23 for legal redress and justice.

24 55. Adjudication of individual Class members' claims with respect to
25 Defendant would, as a practical matter, be dispositive of the interests of other
26 members not parties to the adjudication, and could substantially impair or impede
27 the ability of other class members to protect their interests.

28 56. Defendant has acted on grounds applicable to the Class, thereby making

appropriate final public injunctive and declaratory relief concerning the Class as a whole.

57. As a result of the foregoing, class treatment is appropriate.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Violations of the Unfair Competition Law,

Cal. Bus. & Prof. Code §§ 17200 *et seq.*

(on behalf of the California Class)

58. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

59. California's Unfair Competition Law, Business and Professions Code §17200 (the UCL") prohibits any "unfair, deceptive, untrue or misleading advertising." For the reasons discussed above, Defendant has engaged in unfair, deceptive, untrue and misleading advertising, and continues to engage in such business conduct, in violation of the UCL.

60. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

Fraudulent

61. A statement or practice is "fraudulent" under the UCL if it is likely to mislead or deceive the public, applying an objective reasonable consumer test.

62. As set forth herein, Defendant's claims relating to the Product are likely to mislead reasonable consumers to believe that each chew tablet in the Product contained the dosage amount advertised on the Product's front label.

63. Defendant's conduct caused and continues to cause substantial injury to Plaintiff and the other Class members. Plaintiff has suffered injury in fact as a result of Defendant's unfair conduct. Defendant has thus engaged in unlawful, unfair

1 and fraudulent business acts and practices and false advertising, entitling Plaintiff
 2 and the Class to public injunctive relief against Defendant, as set forth in the Prayer
 3 for Relief.

4 64. Pursuant to Business and Professions Code § 17203, Plaintiff and the
 5 Class seek an order requiring Defendant to immediately cease such acts of unlawful,
 6 unfair and fraudulent business practices and requiring Defendant to engage in a
 7 corrective advertising campaign.

8 65. Plaintiff also seeks an order for the disgorgement and restitution of the
 9 premium received from the sale of the Product the Class Members purchased, which
 10 was unjustly acquired through acts of unlawful, unfair, and/or fraudulent
 11 competition, and attorneys' fees and costs.

12 **Unlawful**

13 66. The acts alleged herein are “unlawful” under the UCL in that they
 14 violate at least the following laws:

- 15 • By knowingly and intentionally concealing from Plaintiff and the other
 16 Class members that each unit of the Product did not contain the
 17 advertised dosage;
- 18 • By misrepresenting the dosage of the Product on the front label;
- 19 • By engaging in the conduct giving rise to the claims asserted in this
 20 complaint;
- 21 • By violating California Civil Code §§ 1709-1711 by making
 22 affirmative misrepresentations about the Product;
- 23 • By violating California Civil Code §§ 1709-1711 by suppressing
 24 material information about the Product;
- 25 • By violating the California Commercial Code for breaches of express
 26 and implied warranties;
- 27 • By violating California's Sherman Act, Cal. Health & Safety Code §
 28 110390, which prohibits drug and cosmetics labelling that is “false or

misleading in any particular”;

- By violating the False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- By violating the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

67. Such conduct is ongoing and continues to this date.

68. Plaintiff and the Class reserve the right to allege other violations of law, which constitute other unlawful business acts or practices.

Unfair

69. Defendant’s acts, omissions, misrepresentations, practices and nondisclosures as alleged herein also constitute “unfair” business acts and practices within the meaning of the UCL 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. In the alternative, Defendant’s business conduct as described herein violates relevant laws designed to protect consumers and businesses from unfair competition in the marketplace. Such conduct is ongoing and continues to date.

70. Defendant’s conduct with respect to the labeling, advertising, and sale of the Product was and is also unfair because it violates public policy as declared by specific constitutional, statutory or regulatory provisions, including but not limited to the Consumers Legal Remedies Act, the False Advertising Law, and portions of the California Sherman Food, Drug, and Cosmetic Law.

71. Defendant’s conduct with respect to the labeling, advertising, and sale of the Product was and is also unfair because the consumer injury was substantial, not outweighed by benefits to consumers or competition, and not one consumers themselves could reasonably have avoided.

72. Defendant profited from its sale of the falsely, deceptively, and

1 unlawfully advertised and packaged Product to unwary consumers.

2 73. Plaintiff and Class Members are likely to continue to be damaged by
3 Defendant's deceptive trade practices, because Defendant continues to disseminate
4 misleading information on the Product's packaging. Thus, public injunctive relief
5 enjoining Defendant's deceptive practices is proper.

6 74. There were reasonably available alternatives to further Defendant's
7 legitimate business interests, other than the conduct described herein.

8 75. Class-wide reliance can be inferred because Defendant's
9 misrepresentations were material, i.e., a reasonable consumer would consider them
10 important in deciding whether to buy the Product.

11 76. Defendant's misrepresentations were a substantial factor and proximate
12 cause in causing damages and losses to Plaintiff and Class members.

13 77. Plaintiff and the Classes were injured as a direct and proximate result
14 of Defendant's conduct because (a) they would not have purchased the Product if
15 they had known the truth and (b) they overpaid for the Product because the Product
16 is sold at a price premium due to the misrepresentations.

17 **SECOND CAUSE OF ACTION**

18 **Violations of the False Advertising Law,**

19 **Cal. Bus. & Prof. Code §§ 17500 *et seq.***

20 ***(on behalf of the California Class)***

21 78. Plaintiff realleges and incorporates the allegations elsewhere in the
22 Complaint as if set forth herein.

23 79. The FAL provides that "[i]t is unlawful for any person, firm,
24 corporation or association, or any employee thereof with intent directly or indirectly
25 to dispose of real or personal property or to perform services" to disseminate any
26 statement "which is untrue or misleading, and which is known, or which by the
27 exercise of reasonable care should be known, to be untrue or misleading" Cal. Bus.
28 & Prof. Code § 17500.

1 80. It is also unlawful under the FAL to disseminate statements concerning
2 property or services that are “untrue or misleading, and which is known, or which
3 by the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

4 81. As alleged herein, Defendant falsely advertised the Product by falsely
5 representing that each unit of the Product contained the advertised dosage, when in
6 fact, a consumer would need to take four chew tablets to achieve the advertised
7 dosage.

8 82. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury
9 in fact as a result of Defendant’s actions as set forth herein. Specifically, prior to the
10 filing of this action, Plaintiff purchased the Product in reliance on Defendant’s false
11 and misleading labeling claims that each unit of the Product contained the advertised
12 dosage.

13 83. Defendant’s business practices as alleged herein constitute deceptive,
14 untrue, and misleading advertising pursuant to the FAL because Defendant has
15 advertised the Product in a manner that is untrue and misleading, which Defendant
16 knew or reasonably should have known, and omitted material information from its
17 advertising.

18 84. Defendant profited from its sale of the falsely and deceptively
19 advertised Product to unwary consumers.

20 85. As a result, Plaintiff, the Class, and the general public are entitled to
21 public injunctive and equitable relief, restitution, and an order for the disgorgement
22 of the funds by which Defendant was unjustly enriched.

23 86. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiff, on behalf of
24 himself and the Classes, seeks an order enjoining Defendant from continuing to
25 engage in deceptive business practices, false advertising, and any other act
26 prohibited by law, including those set forth herein.

27 **THIRD CAUSE OF ACTION**

28 **Violations of the Consumer Legal Remedies Act,**

Cal. Civ. Code §§ 1750 *et seq.*
(on behalf of the California Class)

87. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

88. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services primarily for personal, family, or household purposes.

89. Defendant's false and misleading labeling and other policies, acts, and practices were designed to, and did, induce the purchase and use of the Product for personal, family, or household purposes by Plaintiff and Class Members, and violated and continue to violate the following sections of the CLRA:

- § 1770(a)(5): Representing that goods have characteristics, uses, or benefits which they do not have;
- § 1770(a)(7): Representing that goods are of a particular standard, quality, or grade if they are of another; and
- § 1770(a)(9): Advertising goods or services with intent not to sell them as advertised.

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

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

92. Pursuant to California Civil Code section 1782(d), Plaintiff and the members of the Class seek an order enjoining Defendant from engaging in the methods, acts, and practices alleged herein.

93. Pursuant to California Civil Code section 1782, Plaintiff notified Defendant in writing by certified mail of the alleged violations of the CLRA and demanded that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of its intent to so act.

1 94. More than thirty days have passed, and Defendant has failed to take the
2 corrective action specified in Plaintiff's CLRA letter. As such, Plaintiff seeks actual,
3 punitive, and statutory damages as appropriate, as well as attorneys' fees and costs
4 for Defendant's violations of the CLRA.

5 **FOURTH CAUSE OF ACTION**

6 **Breach of Express Warranties,**

7 **Cal. Com. Code § 2313(1)**

8 ***(on behalf of all Classes)***

9 95. Plaintiff realleges and incorporates the allegations elsewhere in the
10 Complaint as if set forth in full herein.

11 96. Through the Product's labels and advertising, Defendant made
12 affirmations of fact or promises, or description of goods, described above, which
13 were "part of the basis of the bargain," in that Plaintiff and the Class purchased the
14 Product in reasonable reliance on those statements. Cal. Com. Code § 2313(1).

15 97. The foregoing representations were material and were a substantial
16 factor in causing the harm suffered by Plaintiff and the Class because they concerned
17 the allegation that Defendant misrepresented the dosage of each unit of the Product.

18 98. These representations had an influence on consumers' decisions in
19 purchasing the Product.

20 99. Defendant made the above representations to induce Plaintiff and the
21 members of Class to purchase the Product. Plaintiff and the Class members relied
22 on the representations when purchasing Defendant's Product.

23 100. Defendant breached the express warranties by selling the Product with
24 false and misleading advertised dosage amounts.

25 101. That breach actually and proximately caused injury in the form of the
26 price premium that Plaintiff and Class members paid for the Product.

27 **FIFTH CAUSE OF ACTION**

28 **Breach of Implied Warranties**

Cal. Com. Code § 2314

(on behalf of all Classes)

102. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

103. Defendant, through its acts and omissions set forth herein, in the sale, marketing, and promotion of the Product, misrepresented the dosage amount of the Product to Plaintiff and the Class.

104. Plaintiff and the Class purchased the Product manufactured, advertised, and sold by Defendant, as described herein.

105. Defendant is a merchant with respect to the goods of this kind which were sold to Plaintiff and the Class, and there was, in the sale to Plaintiff and other consumers, an implied warranty that those goods were merchantable.

106. However, Defendant breached that implied warranty in that the Product did not contain the represented dosage in each unit of the Product, and instead, consumers must ingest multiple chew tablets to achieve the advertised dosage.

107. As an actual and proximate result of Defendant's conduct, Plaintiff and the Class did not receive goods as impliedly warranted by Defendant to be merchantable in that the Product did not conform to promises and affirmations made on the label of the Product.

108. Plaintiff and the Class have sustained damages as a proximate result of the foregoing breach of implied warranty in the amount of the Product's price premium.

SIXTH CAUSE OF ACTION

Negligent Misrepresentation

(on behalf of all Classes)

109. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

110. Defendant had a duty to disclose to Plaintiff and Class Members correct

1 information as to the quality and characteristics of the Product because Defendant
2 was in a superior position than Plaintiff and Class Members such that reliance by
3 Plaintiff and Class Members was justified. Defendant possessed the skills and
4 expertise to know the type of information that would influence a consumer's
5 purchasing decision.

6 111. During the applicable Class period, Defendant negligently or carelessly
7 misrepresented, omitted, and concealed from consumers material facts regarding the
8 quality and characteristics of the Product, including the amount of creatine contained
9 in each chew tablet.

10 112. Defendant made such false and misleading statements and omissions
11 with the intent to induce Plaintiff and Class Members to purchase the Product at a
12 premium price.

13 113. Defendant was careless in ascertaining the truth of its representations
14 in that it knew or should have known that Plaintiff and Class Members would be
15 overpaying for Product that contained substantially less milligrams per unit than
16 advertised.

17 114. Plaintiff and Class Members were unaware of the falsity in Defendant's
18 misrepresentations and omissions and, as a result, justifiably relied on them when
19 making the decision to purchase the Product.

20 115. Plaintiff and Class Members would not have purchased the Product or
21 paid as much for the Product if the true facts had been known.

22 **SEVENTH CAUSE OF ACTION**

23 **Intentional Misrepresentation/Fraud**

24 ***(on behalf of all Classes)***

25 116. Plaintiff realleges and incorporates the allegations elsewhere in the
26 Complaint as if set forth in full herein.

27 117. Defendant had a duty to disclose to Plaintiff and Class Members correct
28 information as to the quality and characteristics of the Product because Defendant

1 was in a superior position than Plaintiff and Class Members such that reliance by
2 Plaintiff and Class Members was justified. Defendant possessed the skills and
3 expertise to know the type of information that would influence a consumer's
4 purchasing decision.

5 118. During the applicable Class period, Defendant intentionally
6 misrepresented, omitted, and concealed from consumers material facts regarding the
7 quality and characteristics of the Product, including the dosage amount of each chew
8 tablet. These representations were material and were uniformly made.

9 119. As noted in detail above, these representations were false and
10 misleading, as each unit of the Product contained only a fraction of the advertised
11 dosage. Defendant made these misrepresentations with actual knowledge of their
12 falsity and/or made them with fraudulent intent.

13 120. Defendant made such false and misleading statements and omissions
14 with the intent to induce Plaintiff and Class Members to purchase the Product at a
15 premium price, deprive Plaintiff and Class Members of property or otherwise
16 causing injury, and thus, Defendant has committed fraud.

17 121. Defendant's deceptive or fraudulent intent is evidenced by motive and
18 opportunity. Defendant knew that consumers would pay more for a product if they
19 believed they were receiving a higher dosage than that of competitors' lawfully
20 labeled products. For that reason, Defendant misrepresented the dosage of its
21 Product so that Defendant could realize greater profits. Defendant knew that
22 consumers would place trust and confidence in its Product's claims and rely thereon
23 in their purchases of the Product.

24 122. Plaintiff and the Class Members were unaware of the falsity in
25 Defendant's misrepresentations and omissions and, as a result, justifiably relied on
26 them when making the decision to purchase the Product.

27 123. As a proximate result of Defendant's intentional misrepresentations,
28 Plaintiff and the Class were induced to purchase the Product at a premium.

124. Plaintiff and the Class Members would not have purchased the Product or paid as much for the Product if the true facts had been known.

125. As a result of their reliance, Plaintiff and Class Members were injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase.

126. Defendant's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of Plaintiff and Class Members. Plaintiff and Class Members are therefore entitled to an award of punitive damages.

EIGHTH CAUSE OF ACTION

Quasi-Contract/ Unjust Enrichment

(on behalf of all Classes)

127. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth in full herein.

128. As alleged in detail above, Defendant's false and misleading labelling caused Plaintiff and the Class to purchase the Product at a premium.

129. In this way, Defendant received a direct and unjust benefit, at Plaintiff and the Class's expense.

130. It would be unjust and inequitable for Defendant to retain the above-mentioned benefits. For example, Defendant was only able to charge a premium for the Product by intentionally withholding information from Plaintiff, or otherwise misrepresenting the Product's qualities.

131. Plaintiff and the Class seek restitution.

VII. PRAYER FOR RELIEF

132. Wherefore, Plaintiff, on behalf of himself and all others similarly situated, prays for judgment against Defendant as follows:

- For an order certifying this action as a class action, appointing Plaintiff as the Class Representative, and appointing Plaintiff's Counsel as Class

Counsel;

- For an order declaring that Defendant's conduct violates the statutes and laws referenced herein, consistent with applicable law and pursuant to only those causes of action so permitted;
- For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiff and the Class, consistent with permissible law and pursuant to only those causes of action so permitted;
- For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with permissible law and pursuant to only those causes of action so permitted;
- For an order awarding attorneys' fees and costs, consistent with permissible law and pursuant to only those causes of action so permitted;
- For an order awarding pre-judgment and post-judgment interest, consistent with permissible law and pursuant to only those causes of action so permitted; and
- For such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: September 1, 2026

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