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9
10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

12 JESSE HELEMS, *on behalf of all those*)
13 *similarly situated,*)
14)
15 *Plaintiff,*)

No. **'22CV1122 L AHG**

16 v.)

CLASS ACTION COMPLAINT

17 GAME TIME SUPPLEMENTS, LLC dba)
18 RSP NUTRITION, *a Florida corporation,*)
19)
20 *Defendant.*)

JURY TRIAL DEMANDED

21 _____
22 Jesse Helems (“Plaintiff”), individually and on behalf of others similarly situated, by and
23 through undersigned counsel, brings class action claims against Defendant Game Time
24 Supplements, LLC dba RSP Nutrition (“Defendant” or “RSP Nutrition”) and with personal
25 knowledge as to his own acts and after investigation of counsel as to the acts of others, states:

26 **SUMMARY OF THE ACTION**

27 1. Plaintiff brings claims under the Florida Deceptive and Unfair Trade Practices Act
28 (“FDUTPA”), § 501.201, Fla. Stat. *et seq.*; the California Legal Remedies Act (“CLRA”), Cal.
Civ. Code § 1750, *et seq.*; Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200,
et seq.; and False Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*

1 13. In addition, “the number of members of all proposed plaintiff classes in the
2 aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

3 14. In the alternative, the Court has jurisdiction pursuant to 28 U.S.C. § 1332(a). The
4 amount in controversy exceeds \$75,000 exclusive of interest, fees, and costs.
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6 15. This Court has personal jurisdiction over Defendant because this action arises out
7 of and relates to Defendant’s contacts with this forum.

8 16. Those contacts include but are not limited to sales of the Products directly to
9 commercial and individual consumers located in this district, including Plaintiff; shipping the
10 Products to commercial and individual consumers in this district, including Plaintiff; knowingly
11 directing advertising and marketing materials concerning the Products into this district through
12 wires and mails, both directly and through electronic and print publications that are directed to
13 commercial and individual consumers in this district; and operating an e-commerce web site
14 that offers the Products for sale to commercial and individual consumers in this district, as well
15 as offering the Products for sale through third-party e-commerce websites, through both of
16 which commercial and individual consumers residing in this district have purchased the
17 Products.
18

19 17. Defendant knowingly directs electronic activity and ships the Products into this
20 district with the intent to engage in business interactions for profit, and it has in fact engaged in
21 such interactions, including the sale of the Products to Plaintiff.
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23 18. Defendant also sells the Products to retailers and wholesalers in this district for
24 the purpose of making the Products available for purchase by individual consumers in this
25 district.
26

27 19. Plaintiff’s losses and those of other Class members were sustained in this district.
28

20. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred within this district.

21. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court maintains personal jurisdiction over defendant.

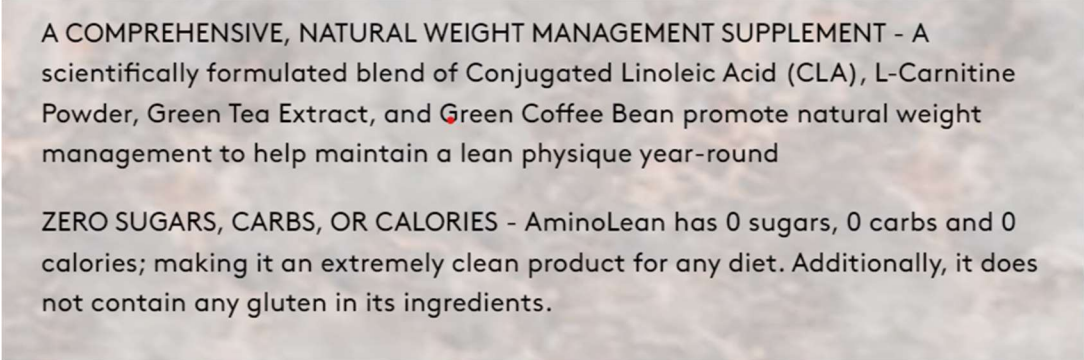
FACTUAL ALLEGATIONS

A. RSP Nutrition’s Zero-Calorie Statements

22. On the front and back labels of the AminoLean Product purchased by Mr. Helems, RSP Nutrition states that the Product contains zero calories:



1 23. On its own website, RSP Nutrition touts the “Natural Weight Management”
2 benefits of AminoLean and states that the lack of calories in the Product makes it an “extremely
3 clean product for any diet” (*see, e.g.*, [https://rspnutrition.com/collections/pre-and-post-
4 workout/products/aminolean-fruit-punch](https://rspnutrition.com/collections/pre-and-post-workout/products/aminolean-fruit-punch)) (last visited July 15, 2022):



6 A COMPREHENSIVE, NATURAL WEIGHT MANAGEMENT SUPPLEMENT - A
7 scientifically formulated blend of Conjugated Linoleic Acid (CLA), L-Carnitine
8 Powder, Green Tea Extract, and Green Coffee Bean promote natural weight
9 management to help maintain a lean physique year-round
10 ZERO SUGARS, CARBS, OR CALORIES - AminoLean has 0 sugars, 0 carbs and 0
11 calories; making it an extremely clean product for any diet. Additionally, it does
12 not contain any gluten in its ingredients.

12 24. Since receiving a demand from the undersigned regarding this claim, Defendant
13 changed its website text to remove the zero-calorie claim.

14 25. On third-party websites where the Product is sold, including Amazon.com,
15 Wholefoods.com, and Walmart.com, RSP Nutrition states that the Product contains zero calories
16 and explicitly touts its benefits, including “promoting natural weight management and fat loss,”
17 and the fact that it “contains zero sugar, carbs, or calories making it a guilt-free, keto friendly
18 all-in-one energy, weight management, and amino acids solution.”

19
20 **B. FDA’s Five Methods and Defendant’s Deceptive Statements**

21 26. Regulations of the U.S. Food and Drug Agency (“FDA”) permit the use of any of
22 “Five Methods” of determining the caloric content of foods. *See* 21 C.F.R. § 101.9(c)(i)(1). As
23 a “Third Group” nutrient, or one associated with health concerns, the actual calories per serving
24 of the Product cannot 20 percent of the label claim. *Id.* § 101.9(g)(5).

25 27. The FDA provides a clear example of labeling calories for an amino acid-based
26 supplement at <https://www.fda.gov/media/99158/download>. This FDA example, as pictured
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28

1 below, displays approximately 4 grams of total amino acids, which would approximate 16
2 calories and is listed as 15 based on pertinent rounding rules:

Supplement Facts	
Serving Size 1 Tablet	
Servings Per Container 50	
Amount Per Tablet	
Calories	15
Isoleucine (as L-isoleucine hydrochloride)	450 mg*
Leucine (as L-leucine hydrochloride)	620 mg*
Lysine (as L-lysine hydrochloride)	500 mg*
Methionine (as L-methionine hydrochloride)	350 mg*
Cystine (as L-cystine hydrochloride)	200 mg*
Phenylalanine (as L-phenylalanine hydrochloride)	220 mg*
Tyrosine (as L-tyrosine hydrochloride)	900 mg*
Threonine (as L-threonine hydrochloride)	300 mg*
Valine (as L-valine hydrochloride)	650 mg*
*Daily Value not established.	
Other ingredients: Cellulose, lactose, and magnesium stearate.	

12 28. RSP Nutrition lists the “Amino Acid Blend” in the Product as 5 grams per serving
13 as displayed below:

Amino Acid Blend:	5 g	**
Taurine, CarnoSyn® Beta-alanine, L-Glutamine, L-Arginine, L-Leucine, L-Citrulline, L-Isoleucine, L-Valine, L-Tyrosine, L-Histidine HCL, L-Lysine HCL, L-Phenylalanine, L-Threonine, L-Methionine		

18 29. Based on the FDA guidance and consistent with the example provided, the amino
19 acid blend in the Product alone constitutes 20-25 calories per serving. This 20-25 calorie per
20 serving estimate does not include the calories provided by the “Weight Management Blend”
21 (1.5g) or the ingredients listed in the “Other Ingredients” (approximately 2.2g).

23 30. This analysis is consistent with bomb calorimetry analysis that was conducted by
24 an independent laboratory at the direction of Plaintiff’s counsel. Bomb calorimetry is one of the
25 FDA-approved “Five Methods.”

1 31. That analysis revealed that the Product contains 1,540 kcal per pound, or about
2 2,140 calories in the entire container. These results establish that the Product contains about 30
3 calories per serving.

4 32. RSP Nutrition’s zero-calorie representations are thus in direct violation of FDA
5 guidance for labeling calories when present at levels at or above 5 calories per serving, at 5
6 calorie intervals up to 50 calories, and at 10 calorie intervals above 50 calories. *See* 21 C.F.R. §
7 101.9(c). The FDA requires manufacturers to declare “total calories” in the Supplement Facts
8 panel “when they are present in measurable amounts,” defined as “an amount that exceeds the
9 amount that can be declared as ‘zero’” pursuant 21 C.F.R. § 101.9(c). *See*
10 [https://www.fda.gov/food/dietary-supplements-guidance-documents-regulatory-](https://www.fda.gov/food/dietary-supplements-guidance-documents-regulatory-information/dietary-supplement-labeling-guide-chapter-iv-nutrition-labeling#4-6..)
11 [information/dietary-supplement-labeling-guide-chapter-iv-nutrition-labeling#4-6..](https://www.fda.gov/food/dietary-supplements-guidance-documents-regulatory-information/dietary-supplement-labeling-guide-chapter-iv-nutrition-labeling#4-6..)
12

13 33. Moreover, in accordance with 21 C.F.R. § 101.60(a)(4), dietary supplements may
14 only make zero-calorie claims when there are less than 5 calories per labeled serving.
15

16 34. Under any of the FDA’s relevant Five Methods, the Product is mislabelled, even
17 after subtracting grams of protein to account for indigestibility.

18 35. Defendant’s advertising deceives consumers, such as Plaintiff, by making the
19 same deceptive representations regarding calorie content.
20

21 **C. Substantial Similarity and Plaintiff’s Reliance**

22 36. These Products are formulated into five different flavors: Watermelon, Blue
23 Raspberry, Fruit Punch, Blackberry Pomegranate, and Grape.

24 37. All of these Products are made with a base formulation that includes a similar
25 “Weight Management Blend,” “Amino Acid Blend,” and “Energy and Focus Blend.”

26 38. All of the Products purport to be zero-calorie.
27
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1 39. These Products are offered for sale on the Defendant’s website for the same price:
2 \$24.97 for a 30-serving container and \$44.97 for a 70-serving container.

3 40. The Products also use similar labels, and the labels present the zero-calorie claim
4 in a similar manner.

5 41. Because of these similarities, the resolution of the asserted claims will be identical
6 as between the purchased and unpurchased Products.

7 42. Because both the products and alleged misrepresentations are substantially
8 similar, Plaintiff’s claims related to the Products that he purchased are typical of the claims
9 available to all purchasers of the Products. As such, Plaintiff is an adequate class representative
10 for a class of purchasers of all of the Products, regardless of whether Plaintiff purchased every
11 flavor of the Products.
12

13 43. Plaintiff reserves the right to amend this Complaint to add further products that
14 contain similar label misrepresentations as testing continues.
15

16 44. Labels are the chief means by which food product manufacturers convey critical
17 information to consumers, and consumers have been conditioned to rely on the accuracy of the
18 claims made on these labels. As the California Supreme Court stated in a case involving alleged
19 violations of the UCL and FAL, “Simply stated: labels matter. The marketing industry is based
20 on the premise that labels matter, that consumers will choose one product over another similar
21 product based on its label.” *Kwikset Corp. v. Superior Court*, 51 Cal.4th 310, 328 (2011).
22

23 45. Given the Defendant’s labels, consumers including Plaintiff would reasonably
24 understand Defendant’s statements to mean that each Products contained zero calories as
25 advertised and represented. These statements were false.

26 46. Consumers including Plaintiff would reasonably rely on Defendant’s statements
27 such that they would not have purchased the Products from Defendant if the truth about the
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1 Products' caloric content were known, or would have only been willing to pay a substantially
2 reduced price for the Products had they known that Defendant's representations were false and
3 misleading.

4 47. Consumers including Plaintiff especially rely on the "zero calorie" label claims
5 made by food product manufacturers such as RSP Nutrition, as they cannot confirm or disprove
6 those claims simply by viewing or even consuming the Product.

7 48. Plaintiff suffered economic injury by Defendant's fraudulent and deceptive
8 conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and
9 Plaintiff's injury.
10

11 **CLASS ACTION ALLEGATIONS**

12 49. Plaintiff brings this action individually and as representative of all those similarly
13 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all persons nationwide who
14 purchased the Products within four years prior to the filing of this Complaint; and a California
15 subclass of all persons within the state of California who purchased the Products within four
16 years prior to the filing of this Complaint.
17

18 50. Excluded from the Class and Subclass are Defendant and its affiliates, parents,
19 subsidiaries, employees, officers, agents, and directors. Also excluded are any judicial officers
20 presiding over this matter and the members of their immediate families and judicial staff.
21

22 51. Plaintiff reserves the right to alter the Class and Subclass definition, and to amend
23 this Complaint to add additional Subclasses, as necessary to the full extent permitted by
24 applicable law.

25 52. Certification of Plaintiff's claims for class-wide treatment is appropriate because
26 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
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1 individual Class and Subclass members would use to prove those elements in individual actions
2 alleging the same claims.

3 53. **Numerosity – Rule 23(a)(1):** The size of the Class and Subclass is so large that
4 joinder of all Class members is impracticable. Plaintiff believes and avers there are tens of
5 thousands of Class members geographically dispersed throughout the nation and the state of
6 California.
7

8 54. **Existence and Predominance of Common Questions of Law and Fact – Rule**
9 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class and Subclass. These
10 questions predominate over any questions that affect only individual Class and Subclass
11 members. Common legal and factual questions and issues include but are not limited to:
12

- 13 a. Whether the marketing, advertising, packaging, labeling, and other promotional
14 materials for the Products is misleading and deceptive;
- 15 b. Whether a reasonable consumer would understand Defendant’s “zero-calorie”
16 claims to indicate that the Products contained zero calories per serving, and
17 reasonably relied upon those representations;
- 18 c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class
19 and Subclass members;
- 20 d. the proper amount of damages and disgorgement or restitution;
- 21 e. the proper scope of injunctive relief; and
- 22 f. the proper amount of attorneys’ fees.

23
24 55. Defendant engaged in a common course of conduct in contravention of the laws
25 Plaintiff seeks to enforce individually and on behalf of the Class and Subclass. Similar or
26 identical violations of law, business practices, and injuries are involved. Individual questions, if
27 any, pale by comparison, in both quality and quantity, to the numerous common questions that
28

1 predominate this action. The common questions will yield common answers that will
2 substantially advance the resolution of the case.

3 56. In short, these common questions of fact and law predominate over questions that
4 affect only individual Class members.

5 57. **Typicality – Rule 23(a)(3):** Plaintiff’s claims are typical of the claims of the Class
6 and Subclass members because they are based on the same underlying facts, events, and
7 circumstances relating to Defendant’s conduct.

8 58. Specifically, all Class and Subclass members, including Plaintiff, were harmed in
9 the same way due to Defendant’s uniform misconduct described herein; all Class and Subclass
10 members suffered similar economic injury due to Defendant’s misrepresentations; and Plaintiff
11 seeks the same relief as the Class and Subclass members.

12 59. There are no defenses available to Defendant that are unique to the named
13 Plaintiff.

14 60. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate
15 representative of the Class and Subclass because Plaintiff’s interests do not conflict with the
16 Class members’ interests. Plaintiff will prosecute this action vigorously and is highly motivated
17 to seek redress against Defendant.

18 61. Furthermore, Plaintiff has selected competent counsel who are experienced in
19 class action and other complex litigation. Plaintiff and Plaintiff’s counsel are committed to
20 prosecuting this action vigorously on behalf of the Class and Subclass and have the resources to
21 do so.

22 62. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
23 available means for the fair and efficient adjudication of this controversy for at least the
24 following reasons:

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- a. the damages individual Class and Subclass members suffered are small compared to the burden and expense of individual prosecution of the complex and extensive litigation needed to address Defendant’s conduct such that it would be virtually impossible for the Class and Subclass members individually to redress the wrongs done to them. In fact, they would have little incentive to do so given the amount of damage each member has suffered when weighed against the costs and burdens of litigation;
- b. the class procedure presents fewer management difficulties than individual litigation and provides the benefits of single adjudication, economies of scale, and supervision by a single court;
- c. the prosecution of separate actions by individual Class and Subclass members would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendant; and
- d. the prosecution of separate actions by individual Class and Subclass members would create a risk of adjudications with respect to them that would be dispositive of the interests of other Class and Subclass members or would substantively impair or impede their ability to protect their interests.

63. Unless the Class and Subclass are certified, Defendant will retain monies received as a result of its unlawful and deceptive conduct alleged herein.

64. Unless a class-wide injunction is issued, Defendant will likely continue to advertise, market, promote, and sell the Products in an unlawful and misleading manner, as described throughout this Complaint, and members of the Class and Subclass will continue to be misled, harmed, and denied their rights under the law.

1 any other act prohibited by law, including those acts set forth in this Complaint, and further seek
2 all other relief allowable under Business and Professions Code Section 17200, *et seq.*

3
4 **COUNT 3**
5 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
6 **SECTION 17200 *et seq.* — “FRAUDULENT” CONDUCT**
7 **California Subclass**

8 82. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
9 extent necessary, pleads this cause of action in the alternative.

10 83. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
11 a result of Defendant’s actions as set forth above.

12 84. Defendant’s actions as alleged in this Complaint constitute “fraudulent” conduct
13 within the meaning of California Business and Professions Code Section 17200 *et seq.*

14 85. Defendant’s business practices, as alleged herein, are “fraudulent” because it fails
15 to disclose accurately the caloric content of the Products.

16 86. As a result of this “fraudulent” conduct, Plaintiff expended money and engaged in
17 activities he would not otherwise have spent or conducted.

18 87. Defendant’s wrongful business practices alleged herein constituted, and continue
19 to constitute, a continuing course of unfair competition since it continues to market and sell its
20 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
21 oppressive, unscrupulous and/or substantially injurious to its customers.

22 88. Defendant publicly disseminated untrue or misleading representations regarding
23 the caloric content of the Products, which it knew, or in the exercise of reasonable care should
24 have known, were untrue or misleading.

25 89. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an
26 order of this Court enjoining Defendant from continuing to engage in “fraudulent” business
27 practices and any other act prohibited by law, including those acts set forth in this Complaint,
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1 and further seeks all other relief allowable under Business and Professions Code Section 17200,
2 *et seq.*

3
4 **COUNT 4**
5 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
6 **SECTION 17200 *et seq.* — “UNLAWFUL” CONDUCT**
7 **California Subclass**

8 90. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
9 extent necessary, pleads this cause of action in the alternative.

10 91. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
11 a result of Defendant’s actions as set forth above.

12 92. Defendant’s actions as alleged in this Complaint constitute “unlawful” conduct
13 within the meaning of California Business and Professions Code Section 17200, *et seq.*

14 93. Defendant’s business practices, as alleged herein, are “unlawful” because it fails
15 to disclose accurately the caloric content of the Products, in contravention of binding legal
16 requirements governing the accuracy of nutritional labelling.

17 94. As a result of this “unlawful” conduct, Plaintiff expended money and engaged in
18 activities it would not otherwise have spent or conducted.

19 95. Defendant’s business practices alleged herein constituted, and continue to
20 constitute, a continuing course of unfair competition since it continues to market and sell its
21 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
22 oppressive, unscrupulous and/or substantially injurious to its customers.

23 96. Defendant publicly disseminated untrue or misleading representations regarding
24 the caloric content of the Products, which it knew, or in the exercise of reasonable care should
25 have known, were untrue or misleading.

26 97. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order
27 of this court enjoining Defendant from continuing to engage in “unlawful” business practices
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1 and any other act prohibited by law, including those acts set forth in this Complaint, and further
2 seeks all other relief allowable under Business and Professions Code Section 17200, *et seq.*

3
4 **COUNT 5**
5 **VIOLATION OF CALIFORNIA BUSINESS &**
6 **PROFESSIONS CODE SECTION 17500 *et seq.***
7 **California Subclass**

8 98. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
9 extent necessary, pleads this cause of action in the alternative.

10 99. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
11 a result of Defendant's actions as set forth above.

12 100. Defendant engaged in advertising and marketing to the public and offered for sale
13 advertising services on a nationwide basis, including in California.

14 101. Defendant engaged in the advertising and marketing alleged herein with the intent
15 to directly or indirectly induce the sale of the Products to consumers.

16 102. Defendant's advertisements and marketing representations regarding the
17 characteristics of the Products were false, misleading, and deceptive as set forth above.

18 103. At the time it made and disseminated the statements alleged herein, Defendant
19 knew or should have known that the statements were untrue or misleading, and acted in violation
20 of Business and Professions Code Section 17500, *et seq.*

21 104. Plaintiff seeks injunctive relief and all other relief allowable under Business and
22 Professions Code Section 17500, *et seq.*

23
24 **COUNT 6**
25 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT,**
26 **CAL. CIV. CODE § 1750 *et seq.***
27 **California Subclass**

28 105. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
extent necessary, pleads this cause of action in the alternative.

1 106. Plaintiff is a “consumer” within the meaning of the Consumer Legal Remedies
2 Act (“CLRA”), Cal. Civ. Code § 1761(d).

3 107. The sale of Defendant’s Products to Plaintiff and Class members was a
4 “transaction” within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

5 108. The Products purchased by Plaintiff and Class members are “goods” within the
6 meaning of the CLRA, Cal. Civ. Code § 1761(a).

7 109. As alleged herein, Defendant’s business practices are a violation of the CLRA
8 because Defendant deceptively failed to reveal facts that are material in light of the
9 representations regarding the caloric content of the Products that were made by Defendants on
10 the labels and marketing materials relating to the Products, and on advertising materials
11 including third-party websites.
12

13 110. Defendant’s ongoing failure to provide material facts about its Products on its
14 labels and associated advertising material violates the following subsections of Cal. Civ. Code
15 § 1770(a) in these respects:
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- 17 a. Defendant’s acts and practices constitute misrepresentations that its Products have
18 characteristics, benefits, or uses which they do not have;
- 19 b. Defendant misrepresented that its Products are of a particular standard, quality,
20 and/or grade, when they are of another;
- 21 c. Defendant’s acts and practices constitute the advertisement of goods, without the
22 intent to sell them as advertised;
- 23 d. Defendant’s acts and practices fail to represent that transactions involving its
24 Products involve actions that are prohibited by law, particularly the use of
25 misleading labelling; and
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1 e. Defendant's acts and practices constitute representations that its Products have
2 been supplied in accordance with previous representations when they were not.

3 111. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed,
4 entitling them to injunctive relief, disgorgement, and restitution.

5 112. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified Defendant in writing of the
6 particular violations of the CLRA described herein and demanded Defendant rectify the actions
7 described above by providing complete monetary relief, agreeing to be bound by their legal
8 obligations and to give notice to all affected customers of their intent to do so.

9 113. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff and the Subclass are
10 entitled to recover actual damages sustained as a result of Defendant's violations of the CLRA.
11 Such damages include, without limitation, monetary losses and actual, punitive, and
12 consequential damages, in an amount to be proven at trial.

13 114. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
14 publication of misleading and deceptive labels on Defendant's Products and to recover
15 reasonable attorneys' fees and costs.

16
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18 **COUNT 7**
19 **UNJUST ENRICHMENT**
20 **Nationwide Class**

21 115. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
22 extent necessary, pleads this cause of action in the alternative.

23 116. Defendant, through its marketing and labeling of the Products, misrepresented and
24 deceived consumers regarding the caloric content of the Products.

25 117. Defendant did so for the purpose of enriching itself and it in fact enriched itself
26 by doing so.

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- d. Ordering an awarding of injunctive relief as permitted by law or equity, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;
- e. Ordering Defendant to pay attorneys’ fees and litigation costs to Plaintiff pursuant to § 521.2105, Fla. Stat., California Code of Civil Procedure § 1021.5, and/or the common-law private-attorney-general doctrine;
- f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- g. Such other relief as the Court may deem just and proper.

TRIAL BY JURY IS DEMANDED.

/s/ Charles C. Weller
Charles C. Weller (Cal. SBN: 207034)
Attorney for Plaintiff

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August 1, 2022

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Honey Badger BCAA, AminoLean Supplements Are Mislabeled, Consumer Alleges](#)
