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Electronically FILED by
Superior Court of California,
County of Los Angeles
5/05/2026 1:30 PM
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Executive Officer/Clerk of Court,
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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF LOS ANGELES**

8 Case No: **26STCV14351**

9 DANNY STRAEL, on behalf of himself and
10 all others similarly situated;

11 Plaintiff,

12 v.

13 NATURE'S PATH FOODS, INC.; and
14 DOES 1 through 50, Inclusive,

Defendants.

PLAINTIFF'S CLASS ACTION
COMPLAINT

DEMAND FOR JURY TRIAL

15 Plaintiff Danny Strael, on behalf of himself, all others similarly situated and the general public, by
16 and through his undersigned counsel, hereby sues Nature's Path Foods Inc. ("NPF"), and alleges the
17 following upon his own knowledge, or where he lacks personal knowledge, upon information and
18 belief, including the investigation of his counsel:

19 **NATURE OF THE ACTION**

20 1. NPF is a statewide and nationwide food market that specializes in producing and
21 selling various types of foods throughout California and the United States. The food items that NPF
22 markets to consumers includes its "Love Crunch® Protein granola cereal product line. (the
23 "Product"; see photos below).



1 2. Through its uniform untrue and misleading advertising claims, NPF misleads
2 consumers about the nutritional value, disadvantages and benefits of the Product. Likewise, the
3 marketing tactics NPF employs, such as deceptively over-emphasizing the Product’s protein and
4 fiber levels and relying on material omissions about the Product’s sugar concentration, perpetuate a
5 false health halo marketing scheme that deceives consumers about the Product’s health risks.

6 3. The systematic dishonest marketing tactics NPF’s employs to mislead individuals
7 include: omissions; innuendo; inference; and falsity. The Product’s front packaging displays large
8 eye-catching claims about the cereal containing ten (10) grams of protein per serving. The Product’s
9 front labelling also displays overtly demarcated with the word “protein” in bold, attention-grabbing
10 all-cap font. Even though the Product has the word “protein” in its name and touts claims about
11 containing ten grams of protein per serving, the Product’s most predominant and saturated
12 ingredient is sugar. The Product’s “dark chocolate and almond butter¹” flavor has fifty percent more
13 added sugar and total sugar per serving in comparison to protein content. The Product’s “peanut
14 butter” flavor has twenty percent (20%) more sugar than protein.

15 4. The AHA (American Health Association) recommends that adult women and children
16 should not consume more than 24 grams of added sugar per day. For men, the maximum
17 recommended daily amount of added sugar is 36 grams per day. A single serving of the Product
18 contains eleven to fifteen grams of added sugar. Hence, one serving of the Product, regardless of
19 flavor, yields at least half of the recommended daily added sugar allowance for women and children,
20 and totals nearly 33% of the recommended daily added sugar limit for men. Added sugar is linked
21 with various health risks, including: obesity, diabetes, dementia, and cardiovascular disease. The
22 advertising and labelling scheme NPF implements for the Product is deceptive, misleading and
23 unlawful because both individually and collectively, the Product’s health halo marketing claims,
24 including the cereal’s name, falsely imply the Product is a cereal that proffers the health benefits
25 associated with protein consumption and misrepresent the Product as a meal option that promotes
26 well-being.

27
28 ¹ The “dark chocolate and almond butter” Product has fifteen grams of total sugar, fifteen grams of added sugar and ten grams of protein per serving. The “peanut butter” Product has twelve grams of total sugar, eleven grams of added sugar and ten grams of protein per serving.

1 (2014). Accordingly, the FDCA prohibits the “adulteration or misbranding of any food, drug,
2 device, tobacco product, or cosmetic in interstate commerce.” 21 U.S.C. § 331(b). Plaintiff’s
3 assertions do not interfere with any of these FDCA purposes. Instead, Plaintiff is contending that
4 NPF’s omissions about the Product’s nutritional benefits enhance the deceptive marketing scheme
5 the company has created for the Product. As made clear throughout Plaintiff’s instant complaint,
6 NPF’s current marketing, and advertising of the Product is deceptive, misleading, and unlawful due
7 to labelling statements that are subject to the FDCA’s prohibition on deceptive labelling.

8 15. Plaintiff would not have purchased the Product, bought as many boxes of the Product,
9 or paid as much for the Product had NPF marketed the Product transparently and represented the
10 Product’s protein, total and added sugar amount, and nutritional value in an accurate manner.
11 Likewise, Plaintiff would not have purchased the Product, would have bought fewer boxes of the
12 Product, or would have paid a lower price for the Product had he understood the Product’s true
13 nutritional character and health risks. Plaintiff believed that consuming the Product would benefit
14 his health, as well as provide a healthier breakfast option in comparison to a cereal with excessive
15 total and/or added sugars, the consumption of which is associated to many health problems and also
16 discouraged by numerous health experts. Plaintiff was not familiar with how many grams of sugar
17 are in a teaspoon and/or about the daily recommended added sugar limits for humans. Nor did
18 Plaintiff understand the possible negative health implications that could transpire from regularly
19 consuming the Product. Plaintiff would not have purchased the Product, as many bags of the cereal,
20 and/or would have paid less for the Product, had he understood the cereal’s nutritional properties
21 and/or the Product’s total and added sugar amounts per serving. Thus, Plaintiff lost money as a
22 consequence of NPF’s misleading and unlawful advertising.

23 16. When a reasonable consumer sees a granola cereal food labelled as “protein,”
24 especially in connection with the accompanying eye-catching statements about the food having ten
25 grams of protein per serving, (like Plaintiff) s/he will not know, have any reason to conclude, or
26 realize that the cereal’s characterizing predominant nutrient is sugar. A reasonable consumer is also
27 likely to be misled by the Product’s labelling scheme in light of the slanted nutritional information.
28

1 Hence, a court has ample grounds and justification to find that the Product’s labelling scheme as a
2 whole is misleading.

3 17. Plaintiff’s claims are not preempted here. Plaintiff is not asking NPF to do anything
4 that conflicts with federal regulations or contravenes any legislative intent. Likewise, Plaintiff’s
5 claims do not seek any remedy that requires NPF to contradict the NLEA². There exist no
6 regulations that govern the challenges Plaintiff has raised herein. Moreover, relevant Ninth Circuit
7 decisions clarify that Plaintiff’s assertions here do not involve healthy or nutrient-content claims
8 that are regulated by the FDA. The purpose of the FDCA is to “protect the health and safety of the
9 public at large.” *POM Wonderful LLC v. Coca-Cola Co.*, 573 U.S. 102, 108 (2014). Accordingly,
10 the FDCA prohibits the “adulteration or misbranding of any food, drug, device, tobacco product, or
11 cosmetic in interstate commerce.” 21 U.S.C. § 331(b). Plaintiff’s assertions do not interfere with
12 any of these FDCA purposes. Instead, Plaintiff is contending that NPF’s omissions about the
13 Product’s total protein content enhance the deceptive marketing scheme NPF has created for the
14 Product. As made clear throughout Plaintiff’s instant discussion, NPF’s current marketing, and
15 advertising of the Product is deceptive, misleading, and unlawful due to labelling statements that
16 are subject to the FDCA’s prohibition on deceptive labelling.

17 18. The AHA (American Health Association) recommends that adult women and children
18 should not consume more than 24 grams of added sugar per day. For men, the maximum
19 recommended daily amount of added sugar is 36 grams per day. A single serving of the Product
20 contains 13 grams of added sugars. Hence, one serving of the Product covers approximately fifty
21 percent of the recommended daily added sugar allowance for women and children, and totals nearly
22 33% of the recommended daily added sugar limit for men. Added sugar is linked with various health
23 risks, including: obesity, diabetes, dementia, and cardiovascular disease. The advertising and
24 labelling scheme NPF implements for the Product is deceptive, misleading and unlawful because
25 both individually and collectively, the Product’s health halo marketing claims, including the cereal’s
26 name, falsely imply the Product is a cereal that proffers the health benefits associated with protein
27 consumption and misrepresent the Product as a meal option that promotes well-being.

28 _____
² The Nutritional Labeling and Education Act.

1 19. The research firm Hartman Group found that in 2023, sixty-four percent of Americans
2 wanted to increase their protein intake. Additionally, studies indicate that an increased demand for
3 protein spans across various age groups; younger individuals seek protein to build muscle, while
4 older-aged individuals tend to heighten their protein intake to stay strong and healthy. Food research
5 firms predict that the demand for protein will likely continue to increase in the future, when more
6 people start taking GLP-1 drugs (such as Ozempic) and rely on protein to suppress their appetites.
7 Moreover, multiple food companies have found that revenue sales of their high-protein products
8 rose by 4.3% in 2024. Similarly, for some food manufacturers, the sales of high-protein items
9 climbed from approximately \$435 million to \$1.1 billion between 2021 and 2024. In sum, as various
10 sources of independent data and research demonstrate, the characteristic of a food's protein quantity
11 is undoubtedly material to consumers.

12 20. Plaintiff purchased units of the Product, including the granola cereal's "peanut butter"
13 and "dark chocolate and almond butter" flavors, from grocery locations in California throughout the
14 covered time period, including in 2025. Plaintiff reasonably made his purchasing decision based
15 upon the challenged packaging and labelling and advertising claims prominently displayed on the
16 Product's labelling and packaging scheme. Moreover, as various studies and polls by reliable
17 sources demonstrate, consumers are willing to pay more for foods that have higher amount of
18 protein. As detailed in preceding sections of Plaintiff's complaint, the amount of protein in the
19 Product is undoubtedly a characteristic that is material to consumers, and NPF know this.

20 21. In reliance on NPF's misleading marketing and deceptive advertising practices of the
21 Product, Plaintiff was deceived into purchasing boxes of the Product he would otherwise would not
22 have purchased or would have bought for a different price. Plaintiff did not receive any of the
23 benefits, or value he reasonably thought he was buying. Similarly, Plaintiff did not receive units of
24 the Product or a quality of cereal commensurate with what he reasonably expected to receive.
25 Consequently, Plaintiff was misled and consumers continue to be misled into purchasing the Product
26 for the commonly known and/or advertised benefits and characteristics when in fact no such benefits
27 could be conferred by the Product. Furthermore, Plaintiff has standing to seek injunctive relief and
28 unjust enrichment. NPF's misrepresentations about the Product's nutritional value occur uniformly

1 and directly on the Product's labels. Hence, NPF's false marketing scheme about the Product
2 transpires systematically and pervasively across all units of the Product that NPF sells in California
3 and United States.

4 22. Plaintiff purchased boxes of the Product in California throughout the relevant time
5 period, including in 2025. Plaintiff reasonably made his purchasing decision based upon the
6 challenged advertised claims prominently displayed throughout the Product's packaging,
7 advertising and labelling. Plaintiff purchased units of the Product without knowledge of fact that
8 the Product lacked the nutritional benefits that NPF advertises, and he lacked notice that the Product
9 perpetuated a misbranded advertising and packaging scheme. Plaintiff used his units of the Product
10 as instructed and would not have purchased them if he had known that the Product's packaging,
11 labelling and advertising as described herein were false, misleading, and deceptive.

12 23. NPF knew or should have known that Plaintiff would rely upon the packaging and
13 marketing of the Product, and intended for him to do so, but failed to advertise the Product's
14 nutritional benefits in an accurate, non-misleading and non-deceptive manner.

15 24. Plaintiff and was harmed in the form of the monies he paid for the Product which he
16 would not otherwise have paid had he known the truth about the Product's nutritional benefits

17 25. By use of its misleading labelling, NPF created increased marketplace demand for the
18 Product, and increased its market share, relative to what its demand and share would have been had
19 NPF labelled the Product in a non-deceptive and non-misleading manner. Plaintiff would consider
20 purchasing the Product in the future if NPF changed the Product's marketing and labelled the cereal
21 accurately.

22 26. Plaintiff lost money as a result of NPF's deceptive claims and practices in that he did
23 not receive what he paid for when purchasing the Product. Additionally, Plaintiff detrimentally
24 altered his position and suffered damages in an amount equal to what he paid for the Product, or at
25 least some portion thereof.

26 27. Plaintiff would not have purchased the Product, bought as many boxes of the Product,
27 or paid as much for the Product had NPF marketed the Product transparently and represented the
28 Product's nutritional value in an accurate manner. Likewise, Plaintiff would not have purchased the

1 Product, would have bought fewer boxes of the Product, or would have paid a lower price for the
2 Product had he understood the Product's true nutritional character and health risks. Plaintiff believed
3 that consuming the Product would benefit his health, as well as provide a healthier breakfast option
4 in comparison to a cereal with excessive total and/or added sugars, the consumption of which is
5 associated to many health problems and also discouraged by numerous health experts. Plaintiff was
6 not familiar with how many grams of sugar are in a teaspoon and/or about the daily recommended
7 added sugar limits for humans. Nor did Plaintiff understand the possible negative health
8 implications that could transpire from regularly consuming the Product. Plaintiff would not have
9 purchased the Product, as many boxes of the cereal, and/or would have paid less for the Product,
10 had he understood the cereal's nutritional properties. Thus, Plaintiff lost money as a consequence
11 of NPF's misleading and unlawful advertising.

12 28. Plaintiff lost money as a result of NPF's omissions and unfair practices in that he did
13 not receive what he paid for when purchasing the Product.

14 29. Plaintiff would purchase the Product in the future if, because of an injunction
15 requiring NPF to market the Product's true nutritional content accurately, when presently he could
16 be assured, by the absence of a disclosure, that the Product's advertisements represent the granola
17 cereal's nutritional value accurately. But unless NPF is enjoined in the manner Plaintiff requests, he
18 may not be able to reasonably determine NPF's deceptive advertising of the Product has been
19 addressed. Plaintiff's substantive right to a marketplace free of fraud, where he is entitled to rely
20 with confidence on representations such as those made by, continues to be violated every time
21 Plaintiff is exposed to the Product's labels.

22 30. NPF's unfair business practices that result in the deceptive advertising of the
23 Product's nutritional value should also be enjoined. Absent such an injunction, Plaintiff cannot be
24 assured that NPF has stopped this unfair business practice of the Product's deceptive labelling
25 scheme.

26 31. Plaintiff's legal remedies are inadequate to prevent these future injuries.
27 Additionally, in reliance on NPF's misleading marketing and deceptive advertising practices of the
28 Product, Plaintiff and similarly situated class members were deceived into purchasing boxes of the

1 Product they would otherwise would not have purchased or would have bought for a different price.
2 Neither Plaintiff nor Class Members received units of the Product commensurate with what they
3 reasonably expected to receive. Consequently, consumers are consistently misled into purchasing
4 the Product for the commonly known and/or advertised benefits and characteristics when in fact no
5 such benefits could be conferred by the Product.

6 32. Plaintiff would purchase the Product in the future if, because of an injunction
7 requiring NPF to market the Product's true nutritional content accurately, when presently he could
8 be assured, by the absence of a disclosure, that the Product's advertisements represent the Product's
9 true nutritional content accurately. But unless NPF is enjoined in the manner Plaintiff requests, he
10 may not be able to reasonably determine NPF's deceptive advertising of the Product has been
11 addressed. Plaintiff's substantive right to a marketplace free of fraud, where he is entitled to rely
12 with confidence on representations such as those made by, continues to be violated every time
13 Plaintiff is exposed to the Product's labels. NPF's unfair business practices that result in the
14 deceptive advertising of the Product should also be enjoined. Absent such an injunction, Plaintiff
15 cannot be assured that NPF has stopped this unfair business practice of the Product's deceptive
16 labelling scheme.

17 33. Prior to purchasing the Product, Plaintiff and the Class members were exposed to,
18 saw, read, and understood the labels of the Product, and relied upon the same in purchasing the
19 Product. As a result of NPF'S deceptive advertising about the Product's nutritional composition,
20 Plaintiff and the Class were misled into purchasing the Product in reliance upon NPF's misleading
21 labels that contained omissions. Had Plaintiff and the Class known that the Product contains a
22 different nutritional composition than NPF marketed, they would not have been willing to the
23 Product or would have paid less for them. Thus, as a direct and proximate result of NPF's deceptive
24 advertising scheme for the Product, including the Product's nutritional content, Plaintiff and the
25 Class Members purchased the Product and paid more for the Product than they were worth.
26 Likewise, Plaintiff and the Class Members were harmed in the form of the moneys they paid for the
27 Product which they otherwise would not have paid had they known the truth about the Product.
28

1 40. The members in the proposed Class are so numerous that individual joinder of all
2 members is impracticable, and the disposition of the claims of all Class Members in a single action
3 will provide a substantial benefit to the parties and Court.

4 41. Plaintiff's claims are typical of Class Members' claims because they are based on the
5 same underlying facts, events, and circumstances relating to NPF's conduct. Specifically, all Class
6 Members, including Plaintiff, were subjected to the same unfair, misleading and unlawful conduct
7 when they purchased the Product and suffered economic injury because of NPF's business practices.
8 Absent NPF's business practice of unfairly, deceptively, and unlawfully labelling the Product by
9 omitting material information regarding the food's nutritional content, Plaintiff and Class Members
10 would not have purchased the Product or would have paid less for them.

11 42. Plaintiff will fairly and adequately represent and protect the interests of the Class,
12 have no interests incompatible with the interests of the Class, and have retained counsel competent
13 and experienced in class action litigation, and specifically litigation involving mislabeled food
14 products.

15 43. Class treatment is superior to other options for resolution of the controversy because
16 the relief sought for each Class Member is small, such that, absent representative litigation, it would
17 be infeasible for Class Members to redress the wrongs done to them.

18 44. NPF acted on grounds applicable to the Class, thereby making appropriate final
19 injunctive and declaratory relief concerning the Class as a whole.

20 45. Questions of law and fact common to Plaintiff and the Class include:

- 21 i. Whether NPF communicated a message through the Product's packaging
22 and advertising that conveyed to reasonable consumers that the Product had
23 a different nutritional content than the Product actually possessed;
 - 24 ii. Whether that message was material, or likely to be material, to a reasonable
25 consumer;
 - 26 iii. Whether the challenged claims are false, misleading, or reasonably likely to
27 deceive a reasonable consumer;
- 28

- iv. Whether the omissions on the Product’s labels with respect to the Product are material, or likely to be material, to a reasonable consumer;
- v. Whether NPF’s conduct violates public policy;
- vi. Whether NPF’s conduct violates state or federal statutes or regulations;
- vii. The proper amount of damages, including punitive damages;
- viii. The proper amount of restitution;
- ix. The proper scope of injunctive relief;
- x. The proper amount of attorneys’ fees;

(b) These common questions of law and fact predominate over questions that affect only individual Class Members.

46. As a result of the foregoing, class treatment is appropriate under California Civil Proc. Code § 382.

FIRST CAUSE OF ACTION

Violation of Cal. Civ. Code §§1750, *et seq.*

47. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein. Plaintiff asserts this claim on behalf of himself and the Class.

48. 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. Similarly, the CLRA adopts a statutory scheme that prohibits various deceptive practices in connection with the conduct of a business providing goods, property or services primarily for personal, family or household purposes. Additionally, under California Civil Code § 1770, “a defendant has a duty to disclose under [the CLRA] when the fact is known to the defendant and the failure to disclose it is misleading in light of other facts that the defendant did disclose.” *Gutierrez v. Carmax Auto Superstores California*, 19 Cal. App. 5th 1234, 1258 (2018).

49. NPF’s false and misleading labelling 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. NPF’s policies, acts and practices were designed to, and did, result in the purchase and

1 use of the Product primarily for personal, family, or household purposes, and violated and continue
2 to violate the following sections of the CLRA: Sections 1770(a)(2); 1770(a)(5); 1770(a)(7);
3 1770(a)(9); and 1770(a)(16). NPF’s false and misleading labelling and other policies, acts, and
4 practices were designed to, and did, induce the purchase and use of the Product for personal, family,
5 or household purposes by Plaintiff, and violated and continue to violate the following sections of
6 the CLRA: §1770(a)(5)(“representing that goods have characteristics, uses, or benefits which they
7 do not have; §1770(a)(7)(“representing that goods are of a particular, standard, quality or grade if
8 they are of another”); §1770(a)(9)(“advertising goods with intent not to sell them as advertised; and;
9 §1770(a)(16)(“representing the subject of a transaction has been supplied in accordance with a
10 previous representation when it has not.”)

11 50. NPF profited from the sale of the falsely, deceptively, and unlawfully advertised
12 Product to unwary consumers. As a result, in accordance with Cal. Civ. Code section 1780(a)(2),
13 Plaintiff has suffered irreparable harm and are entitled to equitable relief in the form of an order: (a)
14 enjoining NPF from continuing to engage in the deceptive practices described above; (b) requiring
15 NPF to make full restitution of all monies wrongfully obtained as a result of the conduct described
16 above; (c) requiring NPF to disgorge all ill-gotten gains flowing from the conduct described above;
17 (d) requiring NPF to provide public notice of the true nature of the Product, including the Product’s
18 nutritional content; and (e) finding that NPF willfully and knowingly violated the CLRA.

19 51. NPF’s wrongful business practices constituted, and constitute, a continuing course of
20 conduct in violation of the CLRA.

21 52. Pursuant to California Civil Code §1782, more than 30 days before filing this
22 complaint, Plaintiff sent written notice of his claims and of NPF’s particular violations of the Act
23 to NPF by certified mail, return receipt requested, but NPF has failed to implement remedial
24 measures.

25 53. Plaintiff has suffered harm and seek s(a) actual damages, (b) punitive damages, (c)
26 injunctive relief in the form of modified advertised and corrective advertising plan, (d) restitution,
27 and (e) attorneys’ fees and costs. See Cal. Civ. Code §1782(d). Additionally, pursuant to Civil Code
28 § 1780(a), Plaintiff seeks compensatory damages, punitive damages, restitution, disgorgement of

1 profits, and an order enjoining NPF from deceptively marketing the Product, and pray for relief as
2 set forth below.

3 54. In compliance with Cal. Civ. Code §1780(d), and affidavit of venue it attached as
4 Exhibit A.

5 **SECOND CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17500, *et seq.***

7 55. Plaintiff re-alleges and incorporates by reference the allegations contained in the
8 paragraphs above as if fully set forth herein. Plaintiff asserts this claim on behalf of himself and the
9 Class.

10 56. The FAL provides that “[i]t is unlawful for any person, firm, corporation or
11 association, or any employee thereof with intent directly or indirectly to dispose of real or personal
12 property or to perform services” to disseminate any statement “which is untrue or misleading, and
13 which is known, or which by the exercise of reasonable care should be known, to be untrue or
14 misleading.” Cal. Bus. & Prof. Code §17500. California’s False Advertising Law, Cal. Business &
15 Profession’s Code sections 17500 and 17508 proscribe “mak[ing] any false or misleading
16 advertising claim.” Moreover, it is also unlawful under the FAL to disseminate statements
17 concerning property or services that are “untrue or misleading, and which is known, or which by
18 the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

19 57. As alleged herein, NPF, in its labelling of the Product, makes “false [and] misleading
20 advertising claim[s],” as it deceives consumers about the nutritional value of the Product. Further,
21 NPF misleads consumers about the true qualities, benefits and characteristics of the Product.

22 58. Plaintiff suffered injury in fact as a result of NPF’s actions as set forth herein because
23 Plaintiff purchased unit of the Product in reliance on NPF’s false and misleading marketing claims
24 about the Product. In reliance on NPF’s false and misleading advertising claims about the Product’s
25 nutritional benefits, Plaintiff purchased and used the Product without knowledge that the Product
26 lacked the nutritional benefits that marketed by NPF.

27 59. NPF’s business practices as alleged herein constitute unfair, deceptive, untrue, and
28 misleading advertising pursuant to the FAL because NPF has advertised the Product in a manner

1 that is untrue and misleading, which NPF knew or reasonably should have known. NPF knew or
2 should have known that its labelling and marketing was likely to deceive consumers about the
3 Product's benefits, characteristics, quality and nutritional content.

4 60. NPF profited from the sale of the falsely and deceptively advertised Product to unwary
5 customers.

6 61. As a result, Plaintiff, and the general public are entitled to injunctive and equitable
7 relief, and an order for the disgorgement of the funds by which NPF was unjustly enriched.
8 Additionally, Plaintiff is entitled to restitution, and pray for relief as set forth below.

9 62. Pursuant to Cal. Bus. & Prof. Code §17535, Plaintiff, seeks and order enjoining NPF
10 from continuing to engage in deceptive practices, false advertising, and any other act prohibited by
11 law, including those set forth in this Complaint.

12 63. Because the Court has broad discretion to award restitution under the FAL and could,
13 when assessing restitution under the FAL, apply a standard different than that applied to assessing
14 damages under the CLRA, and restitution is not limited to returning to Plaintiff and general public
15 monies in which they have an interest, but more broadly serves to deter the offender and others from
16 future violations, the legal remedies available under the CLRA and commercial code are more
17 limited than the equitable remedies available under the FAL, and are therefore inadequate.

18 **THIRD CAUSE OF ACTION**

19 **Violation of Business & Professions Code § 17200, *et seq.***

20 64. Plaintiff re-alleges and incorporates by reference the allegations contained in the
21 paragraphs above as if fully set forth herein. Plaintiff asserts this claim on behalf of himself and the
22 Class.

23 65. The UCL prohibits "any unlawful, unfair... or fraudulent business act or practice."
24 Cal. Bus & Prof. Code § 17200.

25 66. Under California Business & Professions Code §17200, any business act or practice
26 that is likely to deceive members of the public constitutes a fraudulent business act or practice.

27 67. The acts, omissions, misrepresentations, practices, and non-disclosures as of the
28 alleged herein constitute business acts and practices.

1 **A. “Unfair” and “Fraudulent” Prongs**

2 68. NPF’s conduct within respect to the labelling, advertising and sale of the Product was
3 unfair because NPF’s conduct was immoral, unethical, unscrupulous or substantially injurious to
4 consumers, and the utility of NPF’s conduct, if any, does not outweigh the gravity of the harm to
5 their victims.

6 69. The acts, omissions, misrepresentations, practices and non-disclosures of NPF, as
7 alleged herein constitute “fraudulent” business acts and practices, because NPF’s conduct is false
8 and misleading to Plaintiff.

9 70. NPF’s labelling and marketing of the Product is likely to deceive general public about
10 the value of the Product, including the Product’s total nutritional content.

11 71. NPF knew or reasonably should have known that the name of and other statements on
12 the packaging, labels and other marketing of the Product were likely to deceive consumers.

13 72. In accordance with California Business & Professions Code section 17203, Plaintiff
14 seeks an order enjoining NPF from continuing to conduct business through unlawful, unfair, and/or
15 fraudulent acts and practices and to commence a corrective advertising campaign.

16 73. Plaintiff also seeks an order for the disgorgement and restitution of all monies from
17 the sale of the Product that were unjustly acquired through acts of unlawful, unfair and/or fraudulent
18 competition, and pray for relief as set forth below.

19 74. Notably, courts have found and repeatedly affirmed that unfair competition includes
20 deceptive or false advertising. *Committee on Children’s Television, Inc. v. General Foods Corp.*,
21 35 Cal.3d 197, 213-214 (1983)

22 75. NPF profited from the sale of the falsely, deceptively and unlawfully advertised
23 Product to unwary consumers.

24 76. Plaintiff is likely to continue to be damaged by NPF’s deceptive trade practices
25 because NPF continues to disseminate misleading information. Thus, injunctive relief enjoining
26 NPF’s practices is proper.

27 77. NPF’s conduct caused and continues to cause substantial injury to Plaintiff. Plaintiff
28 has suffered injury in fact as a result of NPF’s unlawful conduct.

1 Product if they knew the truth about the Product and the Product they received was worth
2 substantially less than the product they were promised and expected.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of himself and on behalf of the Class defined herein,
5 prays for judgment and relief on all Causes of Action as follows:

- 6 A. For an order declaring the NPF's conduct violates the statutes referenced herein;
7 B. That the Court awards compensatory, statutory and/or punitive damages as to all
8 Causes of Action where such relief is permitted;
9 C. This action be certified and maintained as a class action and certify the proposed class
10 as defined, appointing Plaintiff as representative of the Class, and appointing the
11 attorneys and law firms representing Plaintiff as counsel for the Class;
12 D. That the Court awards Plaintiff and proposed class members the costs of this action,
13 including reasonable attorneys' fees and expenses;
14 E. For an order enjoining NPF from continuing to engage in the unlawful conduct and
15 practices described herein;
16 F. That the Court awards equitable monetary relief, including restitution and
17 disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon,
18 or otherwise restricting the proceeds of NPF's ill-gotten gains, to ensure that Plaintiff
19 and proposed class members have an effective remedy;
20 G. That the Court awards pre-judgment and post-judgment interest at the legal rate;
21 H. That the Court orders appropriate declaratory relief; and
22 I. That the Court grants such other and further as may be just and proper.

23
24 Dated: May 5, 2026

DOGRA LAW GROUP PC

25
26 By:



Shalini Dogra
Attorney for Plaintiff and Putative class


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JURY DEMAND

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

Dated: May 5, 2026

DOGRA LAW GROUP PC

By: 

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