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Counsel for Plaintiff and the Proposed Class

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

**ESTHER SCOTT, on behalf of herself and
all others similarly situated,**

Plaintiff,

v.

GRUNS NUTRITION, INC.,

Defendant.

Case No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Esther Scott brings this action on behalf of herself and all others similarly situated, by and through their undersigned counsel, brings this action against Gruns Nutrition, Inc. (“Gruns” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her

1 counsel and based upon information and belief, except as to the allegations specifically pertaining
2 to the Plaintiff, which are based on personal knowledge.

3 **NATURE OF THE ACTION**

4 1. Plaintiff, on behalf of herself and all putative members of the “Class” (defined
5 below), bring claims against Gruns as a class action for deceptive marketing practices of Defendant
6 in its manufacture and sale of dietary supplement products labeled “Superfoods Greens Gummies”
7 (hereinafter the “Product”) and its false and deceptive advertisements claims about the purported
8 nutritional benefits of taking the Product.

9 2. Plaintiff alleges violations of California’s False Advertising Law (Cal. Bus. & Prof.
10 Code §§ 17500, *et seq.*), Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200-17210), and
11 also brings claims for breach of express warranty, breach of implied warranty of merchantability,
12 common law fraud, and unjust enrichment.

13 3. Defendant’s representations regarding the efficacy and health benefits of the
14 Product on its labels, webpages and other marketing and advertising media and materials is
15 purposely deceptive to create a competitive advantage against compliant competitors. However, it
16 is the consumers that ultimately suffer by this deviant and non-compliant behavior because
17 Defendant knowingly provides non-factual information in an attempt to deceive and entice sales
18 to consumers.

19 4. Plaintiff does not seek to impose requirements greater than those required by FDA
20 regulations. Plaintiff’s claims do not seek to expand upon, or call for stricter standards, than the
21 labeling or marketing requirements established by FDA regulations.

22 **PARTIES**

23 5. Plaintiff Esther Scott is a citizen and resident of the State of California. In or around
24 November of 2025, Plaintiff Scott was interested in becoming more health conscious and,
25 influenced by Defendant’s representations on its labeling and Instagram advertisements, decided
26 to purchase two units of Defendant’s Product from Sprouts Farmers Market in Studio City.

1 6. Prior to purchasing Defendant's Product, Plaintiff Scott reviewed the Product's
2 labeling and relied on Defendant's representations that the Product was vegan, sugar-free, gluten-
3 free, contained 6 grams of fiber, and contained antioxidants, as well as the claims made by
4 Defendant in its advertisements and marketing that the Product was backed up with reliable and
5 valid scientific research. Plaintiff Scott purchased Defendant's Product in reliance upon
6 Defendant's representations.

7 7. At no point, either during Plaintiff Scott's research on the Product or at the point of
8 sale, did Defendant disclose that the Product did not have the nutritional values that it advertised.

9 8. Defendant Gruns Nutrition, Inc. is a Delaware corporation with its principal place
10 of business located at 9450 SW Gemini Drive, Beaverton, Oregon 97008.

11 **JURISDICTION AND VENUE**

12 9. This action is properly before this Court, and this Court has subject matter
13 jurisdiction over this action under the Class Action Fairness Act. Specifically, at least one member
14 of the proposed class is a citizen of a different state from Defendant, the number of proposed Class
15 members exceeds 100, and the aggregate amount in controversy exceeds the sum or value of
16 \$5,000,000.00, exclusive of interests and costs. See 28 U.S.C. § 1332(d)(2)(A).

17 10. This Court has jurisdiction over the Defendant because Defendant has sufficient
18 minimum contacts within the state of California to establish Defendant's presence in the state of
19 California, and certain material acts upon which this suit is based occurred within the state of
20 California. Defendant does substantial business in the state of California and within this District
21 and otherwise maintains requisite minimum contacts with the state of California. Specifically,
22 Defendant distributed and sold the Product in the state of California.

23 11. Venue is also proper in this District under 28 U.S.C. § 1391(b)(2) because
24 Defendant is subject to personal jurisdiction within the state of California and a substantial part of
25 the events or omissions giving rise to the claims asserted herein occurred in this District, including
26 that Plaintiff purchased and used the Product in the state of California and in this District.
27 Additionally, Defendant distributes the Product in this District, receives substantial compensation

1 and profits from the sale and/or lease of Product in this District, and has and continues to conceal
2 and make misrepresentations and material omissions in this District.

3 **FACTUAL ALLEGATIONS**

4 12. Defendant is in the business of developing, manufacturing, packaging, promoting,
5 advertising, and selling purported dietary supplement products under the brand name “Gruns.”
6 These dietary supplements include the individual product name “Superfoods Greens Gummies.”

7 13. Defendant markets and sells the Product through its own website and through third-
8 party retailers including Target, Amazon, TikTok Shop, and Sprouts.

9 14. Defendant packages and sells the Product in a large pouch or box, which contains
10 individual Daily Packs of the Product. A Daily Pack contains eight Gummies, which constitute one
11 serving size.

12 15. Defendant advises consumers to eat one Daily Pack of the Product each day in order
13 to meet conventionally accepted nutritional needs.

14 16. Defendant promises to consumers that “every lot of our products undergoes
15 *rigorous testing* to ensure quality and purity across label claims[.]”¹ (emphasis added).

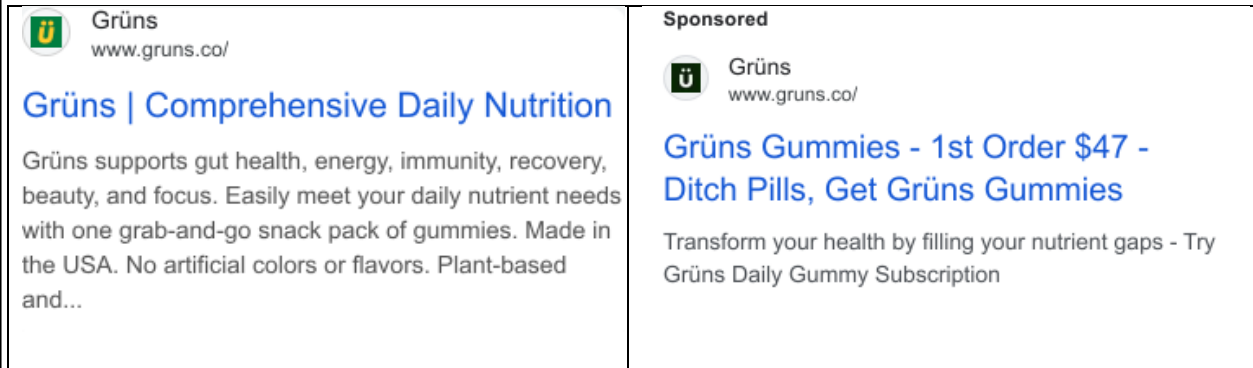
16 17. Defendant doubles down on its “rigorous testing” promise by claiming that it
17 regularly conducts third-party laboratory testing to validate that its Gummies meet label claims
18 across vitamins and minerals.

19 18. This has led Defendant to disseminate extensive print, radio, television, and internet
20 advertisements promoting the Product through a comprehensive advertising strategy that
21 emphasizes the Product’s nutritional benefits while positioning the Product as a convenient, time-
22 saving alternative in light of the challenges associated with other efforts to meet nutritional
23 recommendations, such as meal planning, shopping, preparation time, cost, and consistency.

24
25
26
27

¹ *Gruns Superfood Gummies*, GRUNS, <https://gruns.co/products/gruns> (last accessed June 30, 2026).

19. For example, Defendant prominently depicts through its packaging and advertisements that the Product provides “comprehensive daily nutrition,”² and will “transform your health by filling [the] nutrient gaps” in consumers’ nutrition.³



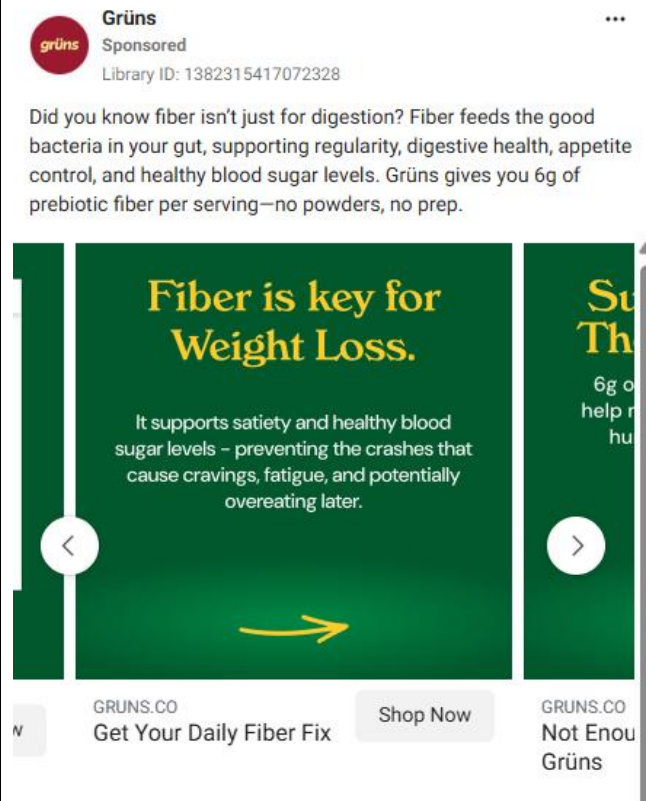
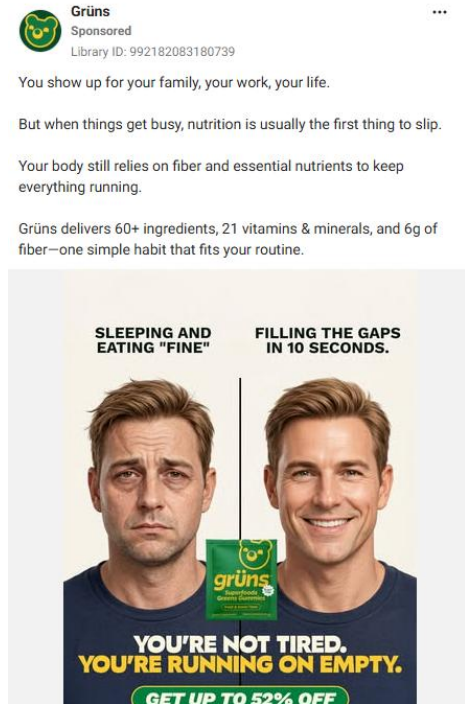
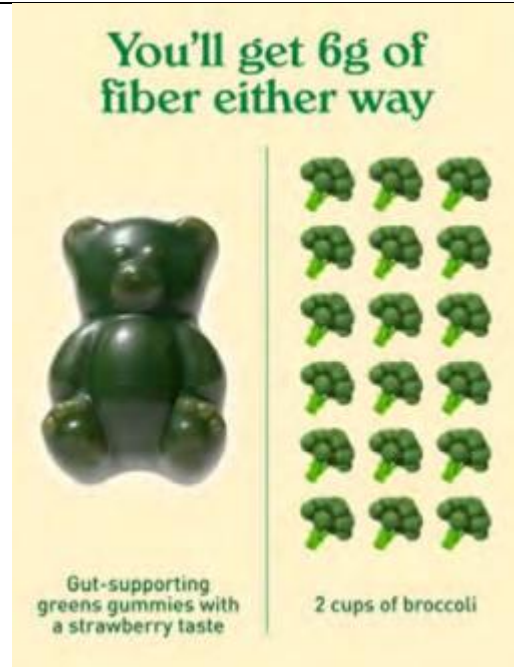
20. The main way Defendant contends that the Product is able to support gut health and transform a consumers’ health is by providing consumers with 6 grams of fiber.

21. For example, Defendant has disseminated the following advertisements:

² *Ads Transparency Center*, GOOGLE, <https://adstransparency.google.com/advertiser/AR05001162672259989505/creative/CR14075284861866737665?region=US&start-date=2025-08-01&end-date=2025-12-31&format=TEXT> (last accessed June 26, 2026).

³ *Ads Transparency Center*, GOOGLE, <https://adstransparency.google.com/advertiser/AR05001162672259989505/creative/CR11909001995983257601?region=US&start-date=2025-08-01&end-date=2025-12-31&format=TEXT> (last accessed June 26, 2026).

1  gruns.co www.gruns.co/ 2 Best Fiber For Weight Loss - Grüns 3 Daily: Save Up To 60% 4 Daily fiber supplement controls hunger naturally. 6g prebiotic gummies support appetite. Organic fiber supplement made... 5  6  New Year's · Up to 60% off Site-Wide	1  gruns.co www.gruns.co/ 2 Fiber Supplement That Works - 3 Organic Fiber Supplement 4 Fiber gummies vs leading brands: 3x more fiber and better taste. No pills or powders! Skip basic fiber...						
7 Fiber without the 8 leafy overload 9 You'd need a whole salad bar to match the fiber in just one pack of Grüns. 10  11 Daily fiber, made simple.	7 Fiber Made Easy 8  <table border="1"> <tr> <td>✓ 6g fiber</td> <td>✓ 6g fiber</td> </tr> <tr> <td>✗ Wash, chop & cook</td> <td>✓ No prep, no mess</td> </tr> <tr> <td>✗ 15 min prep</td> <td>✓ Enjoyable daily ritual</td> </tr> </table>	✓ 6g fiber	✓ 6g fiber	✗ Wash, chop & cook	✓ No prep, no mess	✗ 15 min prep	✓ Enjoyable daily ritual
✓ 6g fiber	✓ 6g fiber						
✗ Wash, chop & cook	✓ No prep, no mess						
✗ 15 min prep	✓ Enjoyable daily ritual						



22. Defendant advertises and claims that one Daily Pack of the Product, contains 6 grams of Total Dietary Fiber as well as 16 milligrams of Niacin.

Supplement Facts		
Serving Size: One 8-Count Snack Pack (20g) Servings Per Container: 14		
Amount Per 8 Gummy Serving		% DV
Calories	20	
Total Carbohydrate	15 g	5%**
Dietary Fiber	6 g	21%**
*See label for % Daily Value		
Includes 0 g Added Sugars		
Vitamin A (as retinyl palmitate)	500 mcg RAE	100%
Vitamin C (as ascorbic acid)	93 mg	100%
Vitamin D (D3) (as Vitamin D3)	20 mcg	100%
Vitamin E (as d-alpha-tocopherol)	15 mg	100%
Thiamin (as Thiamin hydrochloride)	1.2 mg	100%
Niacin (as niacinamide)	16 mg	100%
Vitamin B6 (as pyridoxal-5-phosphate)	1.7 mg	100%
Folate (as L-5-methyltetrahydrofolate)	400 mcg DFE	100%
Vitamin B12 (as methylcobalamin)	2.4 mcg	100%
Biotin	30 mcg	100%
Pantothenic Acid (as calcium D-pantothenate)	5 mg	100%
Iron (as ferrous fumarate)	4.5 mg	25%
Iodine (as potassium iodide)	38 mcg	25%
Zinc (as zinc citrate)	2.75 mg	25%
Selenium (as sodium selenite)	14 mcg	25%
Copper (as copper citrate)	0.22 mg	25%
Manganese (as manganese gluconate)	0.57 mg	25%
Chromium (as chromium chloride)	9 mcg	20%
Molybdenum (as sodium molybdate)	11 mcg	24%
Vitamin K2 (as menaquinone-7)	120 mcg	†
Core Nutrients Blend	8,670 mg	†

† Daily Value (DV) not established.

** Percent Daily Values (DV) are based on a 2,000 calorie diet.

Core Nutrients Blend: Tapioca Fiber, FiberSmart, Organic Inulin, Organic
Bran, Organic Amino Acids, Organic Kefir, Organic Flaxseed, Organic Biotin,
Organic Broccoli, Organic Cabbage, Organic Spinach, Organic Asparagus,
Organic Mushrooms, Organic Olive Oil, Organic Lemon, Organic Citrus,
Organic Barley Grass (Oatmeal Free), Organic Beet, Organic Lemon, Organic
Apple, Organic Raspberry, Organic Strawberry, Organic Strawberry, Organic
Tomato, Organic Acai, Organic Avocado, Organic Apple, Organic Cranberry,
Organic Gogi, Organic Jambolana, Organic Maca, Organic Mangosteen,
Organic Pomegranate.

Other Ingredients: Alulose, Water, Pectin, Natural Flavors, Citric
Acid, Vegetable Juice, Sodium Citrate, Reb M (Chicweed)**.

23. Both Dietary Fiber and Niacin (Vitamin B3) are Class I Nutrients.⁴

24. Therefore, the Product must be formulated so that the nutrient content, including Dietary Fiber and Niacin, is at least equal to the value for the nutrient declared on the label.

25. Despite advertising that the Product contains 6 grams of Total Dietary Fiber and 16 milligrams of Niacin per serving, independent testing has revealed that the Product contains 5.27 grams of Total Dietary Fiber and 14.6 milligrams of Niacin per serving.

26. As such, one serving of the Product contains only 88 percent of the Product's label claim for Dietary Fiber and only 75 percent of the Product's label claim for Niacin.

27. The promise by Defendant that the Product is "rigorous[ly] test[ed]" and that Defendant "regularly conducts third-party laboratory testing" magnifies the misrepresentations made by the Defendant.

⁴ As defined in 21 CFR 101.9(g)(3)(i) and the compliance provisions explained in 21 CFR 101.9(g)(4).

1 28. By only providing 88 percent and 75 percent of the claimed Dietary Fiber and
2 Niacin, Defendant's Product fails to provide "comprehensive nutrition" and the nutritional
3 equivalence to "fill the gaps" in consumers' nutrition; thus, rendering the above claims untrue and
4 misleading.

5 29. Further, Defendant identifies that the Product contains a propiate "Core Nutrients
6 Blend."

7 30. Specifically, the "Core Nutrients Blend" is declared within the Supplemental Facts
8 Panel ("SFP"), while the individual components that make up the "Core Nutrients Blend" are
9 identified outside the SFP.

10 31. Defendant's labeling of "Core Nutrients Blend" is inconsistent with FDA Labeling
11 requirements governing the declaration of dietary ingredients and propriety blends.

12 32. Such inconsistencies result in consumer confusion regarding the composition and
13 quantitative disclosure of the blend.

14 33. Thus, the Defendant's declaration of "Core Nutrients Blend" within the SPF has
15 no scientific basis.

16 34. Without detailed delineation of "Core Nutrients Blend" supposed meaning, "Core
17 Nutrients Blend" exists only to further deceive consumers that Defendant has somehow created a
18 magic Product that will allow consumers to easily meet daily nutritional needs.

19 35. To add to consumer confusion regarding the make up the Product's dietary nutrient
20 "Core Nutrients Blend," the Defendant fails to further identify which part of the plant the botanical
21 dietary ingredient is derived from.

22 36. Specifically, Defendant claims that "Core Nutrients Blend" consists of "Organic
23 Broccoli." Such a declaration is insufficient because it does not specify the part of broccoli utilized.

24 37. Defendant's failure to identify the specific plant parts utilized renders the botanical
25 declarations of "Core Nutrients Blend" non-compliant with the requirements of 21 CFR §
26 101.4(h)(1).

CLASS ACTION ALLEGATIONS

38. Under Fed. R. Civ. P. 23(b)(2), (b)(3) and/or (c)(4), Plaintiff intends to seek certification of a Nationwide Class consisting of:

All individuals in the United States who purchased the Product within the relevant limitations period, and/or such subclasses as the Court may deem appropriate.

39. Plaintiff also intends to seek certification of a California Subclass, consisting of:

All persons residing in the State of California who purchased the Product within the statute of limitations.

40. Plaintiff reserves the right to re-define the Nationwide Class and California Subclass if further information and discovery indicate that the definitions of the Class and Subclass should be narrowed, expanded, or otherwise modified.

41. Excluded from the Class are Defendant; any affiliate, parent, or subsidiary of Defendant; any entity in which Defendant has a controlling interest; any officer, director, or employee of Defendant; any successor or assign of Defendant; anyone employed by counsel for Plaintiffs in this action; any judge to whom this case is assigned, his or her spouse, and all persons within the third degree of relationship to either of them and the spouses of such persons.

42. **NUMEROSITY:** The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown and such information is in the exclusive control of Defendant, Plaintiff believes that the Class encompasses thousands of individuals who are geographically dispersed throughout the nation; therefore, the number of persons who are members of the Class are so numerous that joinder of all members in one action is impracticable.

43. **COMMONALITY AND PREDOMINANCE:** There is a well-defined community of interest in the questions of law and fact affecting the Class members.

44. There are questions of law and fact common to all members of the Class: specifically, Plaintiff's claims arise from the same event or practice or course of conduct by the

1 Defendant giving rise to those claims of the putative Class, and Plaintiff's claims are based upon
2 the same legal theories as those of the putative Class. The Defendant has engaged in a pattern and
3 practice, in violation of the law, of misrepresenting the efficacy and nutritional and health benefits
4 of the Product. The resolution of this issue—to wit, whether Defendant knowingly sold the Product
5 with misleading information and did not inform Plaintiff and Class members—is a common
6 question of fact and law that will affect all members of the Class in the same manner.

7 45. Other questions of law and fact common to the Class that predominate over
8 questions that may affect individual members include:

- 9 a. The nature, scope, and operation of Defendant's wrongful practices;
- 10 b. The uniformity of the advertisements created through Defendant's marketing
11 materials;
- 12 c. Whether Defendant misrepresented the efficacy and health benefits of the
13 Product;
- 14 d. Whether Defendant engaged in fraudulent and/or deceptive practices as to the
15 Class members;
- 16 e. Whether Defendant violated state consumer protection laws by misrepresenting
17 the efficacy and health benefits of the Product;
- 18 f. Whether Defendant's conduct amounts to violations of the of the California
19 Consumers Legal Remedies Act ("CLRA");
- 20 g. Whether Defendant's conduct amounts to violations of California's False
21 Advertising Law;
- 22 h. Whether Defendant's conduct amounts to violations of California's Unfair
23 Competition Law;
- 24 i. Whether Defendant's deliberately misrepresented and omitted material facts to
25 Plaintiff and the Class members;
- 26 j. Whether members of the Class may be notified and warned about the contents
27 of the Product and have the entry of final and injunctive relief compelling
28 Defendant to stop its misrepresentations; and
- k. Whether Plaintiff and the Class suffered damages because of Defendant's
misconduct and if so, the proper measure of damages.

1 46. **TYPICALITY:** The claims and defenses of Plaintiff are representative of the Class
2 members they seek to represent and typical of the claims of the Class because Plaintiff and Class
3 members all purchased the Product. Plaintiff, like all Class members, purchased the Product when
4 they were presented by Defendant, through its representations on the Product's label and through
5 Defendant's marketing and advertising of the Product, that the Product contained 6 grams of
6 Dietary Fiber and 16 milligrams of Niacin per serving.

7 47. **ADEQUENCY OF REPRESENTATIONS:** Plaintiff will fairly and adequately
8 assert and protect the interests of the proposed Class because:

- 9 a. Plaintiff has hired attorneys who are experienced in prosecuting class action
10 claims and will adequately represent the interests of the Class;
- 11 b. Plaintiff has no conflict of interest that will interfere with the maintenance of
12 this class action; and
- 13 c. Plaintiff has suffered consumer-related injuries and damages.

14 48. **SUPERIORITY:** class action provides a fair and efficient method for the
15 adjudication of the instant controversy for the following reasons:

- 16 a. The common questions of law and fact set forth above predominate over
17 questions affecting only individual Class members;
- 18 b. The proposed class is so numerous that joinder would prove impracticable. The
19 proposed Class, however, is not so numerous as to create manageability
20 problems; moreover, no unusual legal or factual issues render the Class
21 unmanageable;
- 22 c. Prosecution of separate actions by individual members of the Class would risk
23 inconsistent and varying adjudications against Defendant;
- 24 d. The claims of the individual Class members are small in relation to the expenses
25 of litigation, making a class action the only procedure in which Class members
26 can, as a practical matter, recover for the damages done to them by Gruns; and
- 27 e. A class action would be superior to, and more efficient than, adjudicating
28 thousands of individual lawsuits.

CAUSES OF ACTIONS

COUNT I

Breach of California's False Advertising Law

Cal. Bus. & Prof. Code §§ 17500, et seq.

(On behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass)

49. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

50. Plaintiff brings this claim on behalf of herself and on behalf of the Class.

51. Beginning at an exact date unknown to Plaintiff, but within three (3) years preceding the filing of this Class Action Complaint, Defendant made untrue, false, deceptive and/or misleading statements in connection with the advertising and marketing of the Product as it relates to its nutritional content. Specifically, Defendant made false statements regarding the amount of Dietary Fiber and Niacin in the Product.

52. Defendant made representations and statements (by omission or commission) that led reasonable consumers to believe that the Product was fit for its intended purpose, to fill nutritional gaps in their daily diet. Defendant deceptively failed to inform Plaintiff and Class members that the Product had less than the amount of Dietary Fiber and Niacin represented by Defendant. Without providing consumers with accurate information regarding the nutritional content of the Product, it is impossible for them to know whether their nutritional needs are truly being met.

53. Defendant's false, misleading, and deceptive advertising and marketing practices to increase its profits was intended to induce reliance, and Plaintiff and those similarly situated relied to their detriment on Defendant's false, misleading, and deceptive advertising and marketing practices. Had Plaintiff and those similarly situated been adequately informed and not intentionally deceived by Defendant through Defendant's false representations and omissions, they would have acted differently by, without limitation, refraining from purchasing the Product or paying less for it.

54. Defendant's acts and omissions are likely to deceive the general public.

63. Plaintiff and the members of the Class are “consumers” as defined by Cal. Civ. Code § 1761(d).

64. The Product is a “good” as defined under Cal. Civ. Code § 1761(a).

65. The CLRA proscribes “unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.” Cal. Civ. Code § 1770(a).

66. Defendant engaged in unfair and/or deceptive acts in violation of the CLRA principally because it intentionally or negligently concealed and suppressed material facts concerning how the Product would improve overall energy, health and well-being, that it contained only 5.7 grams of Dietary Fiber per serving, and that it contained only 14.6 milligrams of Niacin per serving.

67. Defendant accomplished this by explicitly representing that the Product contained 6 grams of Dietary Fiber per serving and 16 milligrams of Niacin per serving and by failing to disclose accurate nutritional content in marketing and Product labeling. Defendant’s conduct violated the CLRA, including but not limited to, the following provisions:

- a. Defendant represented and continues to represent that the Product has characteristics, uses, or benefits that it does not have, in violation of § 1770(a)(5);
- b. Defendant represented and continues to represent that the Product is of a particular standard, quality, or grade when, in fact, it is not, in violation of § 1770(a)(7);
- c. Defendant advertised and continues to advertise its Product with the intent not to sell it as advertised, in violation of § 1770(a)(9); and
- d. Defendant represented and continues to represent that its Product has been supplied in accordance with a previous representation when it has not, in violation of § 1770(a)(16).

68. Defendant’s unfair and/or deceptive acts or practices repeatedly occurred in its trade or business and were capable of deceiving a substantial portion of the purchasing public.

69. Defendant knew, should have known, or was reckless in not knowing that the Product contained less Dietary Fiber and Niacin than Defendant claimed it did and, therefore, that the Product is not suitable for its intended use.

70. Defendant was under a duty to Plaintiff and the Class to disclose that the Product did not contain 6 grams of Dietary Fiber and 16 milligrams of Niacin because:

- a. The facts that Defendant misrepresented to, and concealed from, Plaintiff and the Class are material because a reasonable consumer would have considered (and in fact did consider) them to be important in deciding whether to purchase the Product or pay a lesser price for it; and
- b. The lack of Dietary Fiber and Niacin content in the Product poses serious fitness and health considerations for consumers and affects the central utility of the Product for its intended use.

71. In failing to disclose that the Product did not contain 6 grams of Dietary Fiber and 16 milligrams of Niacin, Defendant knowingly and intentionally concealed material facts in violation of its duty to disclose.

72. Plaintiff and the Class members have suffered injury in fact and actual damages resulting from Defendant's material misrepresentations and omissions, including purchasing a Product they otherwise would not have purchased, paying more for the Product than they otherwise would have paid, and being left with a Product of diminished value and utility because it did not contain 6 grams of Dietary Fiber and 16 milligrams of Niacin.

73. As a direct and proximate result of Defendant's unfair and deceptive conduct, therefore, Plaintiff and the Class members have been harmed and seek declaratory and injunctive relief, to be further determined at trial.

74. Pursuant to Cal. Civ. Code § 1780(a) and (e), Plaintiff and the Class further seek an order awarding (a) actual damages resulting from the purchase of the Product sold throughout the Class Period to all Class Members; (b) punitive damages; (c) restitution; and (d) attorneys' fees and costs.

75. Plaintiff provided statutory notice to Defendant of her claims pursuant to Cal. Civ. Code § 1782, which Defendant received on May 7, 2026.

COUNT III

**Breach of the California's Unfair Competition Law ("UCL")
Cal. Bus. & Prof. Code §§ 1720-17210
(On behalf of the California Subclass)**

76. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

77. Plaintiff brings this claim on behalf of herself and on behalf of the California Subclass.

78. The UCL proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

Unfair Business Practices

79. A business act or practice is unfair under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and unfairness is determined by weighing the reasons, justifications, and motives of the practice against the gravity of the harm to the alleged victims.

80. Defendant's conduct, including, but not limited to, its false advertising scheme, is unfair because it violated California's public policy, including that which is legislatively declared in the CLRA, requiring a manufacturer to ensure that goods it places on the market are of a particular standard, quality, or grade. Defendant has failed to do this by placing the Product on the market even though it did not contain 6 grams of Dietary Fiber and 16 milligrams of Niacin despite the Product being advertised as such.

81. Defendant acted in an immoral, unethical, oppressive, and unscrupulous manner in at least the following respects:

- a. Selling Plaintiff and the Class a Product that did not contain 6 grams of Dietary Fiber and 16 milligrams of Niacin despite the Product being advertised as such;

- 1 b. Failing to disclose that the Product did not contain 6 grams of Dietary Fiber and
2 16 milligrams of Niacin, despite the opportunity to do so in numerous locations
3 that people in the market for such products would be likely to encounter;
4 c. Failing to acknowledge the scope and severity of the misrepresentation of the
5 Product not containing 6 grams of Dietary Fiber and 16 milligrams of Niacin,
6 which poses serious concerns for consumers in the market for products
7 conducive gut health and nutrition supplement.

8 82. The harm to Plaintiff and Class members outweighs any rationale for Defendant's
9 practices. There were alternative means of furthering Defendant's legitimate business interests
10 other than deceiving its customers.

11 **Fraudulent Business Practices**

12 83. Defendant's conduct is fraudulent in violation of the UCL.

13 84. Defendant's false advertising scheme alleged herein constitutes a fraudulent
14 business practice because Defendant made representations about the Product that were false and
15 misleading.

16 85. Specifically, Defendant's fraudulent acts include knowingly and intentionally
17 concealing from Plaintiff and the Class that the Product did not contain 6 grams of Dietary Fiber
18 and 16 milligrams of Niacin while falsely marketing and misrepresenting the opposite.

19 86. Defendant's statements are likely to deceive, and did deceive, Plaintiff and Class
20 members.

21 87. Defendant's misrepresentations and omissions alleged herein caused Plaintiff and
22 the Class to purchase the Product or pay more than they would have had they known the true
23 nutritional content of the Product.

24 88. Accordingly, Plaintiff and the Class have suffered injuries in fact, including loss of
25 money used to purchase the Product as a result of Defendant's unlawful, unfair, and fraudulent
26 acts. Absent these acts, Plaintiff and the Class would not have purchased the Product at all, or at
27 least not at the prices they paid.

28 89. Plaintiff and the Class seek appropriate relief under the UCL, including such orders
as may be necessary to: (a) enjoin Defendant from continuing its unlawful, unfair, and fraudulent

1 acts or practices and (b) restore Plaintiff and the Class any money Defendant acquired by its unfair
 2 competition, including restitution. Plaintiff also seeks reasonable attorneys' fees and expenses
 3 under applicable law.

4 **Unlawful Business Practices**

5 90. A business practice is unlawful under the UCL if it violates any other law or
 6 regulation.

7 91. Defendant engaged in unlawful business practices by violating California's False
 8 Advertising Law.

9 92. Defendant further engaged in unlawful business practices by violating the
 10 Consumer Legal Remedies Act, by falsely representing that the Product has characteristics and
 11 benefits that it does not have, is fit for its intended use, and is of a particular standard, quality, or
 12 grade.

13 93. Defendant's unlawful, unfair, and fraudulent business practices have unjustly
 14 enriched Defendant at the expense of Plaintiff and Class members.

15 **COUNT IV**

16 **Breach of Express Warranty**

17 **(On behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass)**

18 94. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
 19 herein.

20 95. Plaintiff brings this claim on behalf of herself and on behalf of the Class.

21 96. Defendant is a "merchant" and a "seller" as those terms are defined under the
 22 Uniform Commercial Code (U.C.C.) and by the respective state statutes under which Plaintiff
 23 alternatively pleads this claim, inter alia, Cal. Com. Code §§ 2103(1)(d) and 2104(1).

24 97. Plaintiff and Class members are "buyers" of "goods" as defined under the U.C.C.
 25 and by the respective state statutes under which Plaintiff alternatively pleads this claim, inter alia,
 26 Cal. Com. Code §§ 2103(1)(a) and 2105(1).

1 123. Defendant committed fraud by (i) failing to disclose and (ii) actively concealing, at
2 the point of sale of the Product to Plaintiff and Class members and otherwise, that the Product
3 contains less than the advertised amount of Dietary Fiber and Niacin. Through its own website,
4 third-party websites, and other marketing materials, Defendant concealed the truth about the
5 Product, intending for Plaintiff and the Class to rely upon Defendant's representations—which
6 they did.

7 124. A reasonable consumer would not have expected the Product to contain any amount
8 of Dietary Fiber and Niacin less than what was advertised by Defendant. Plaintiff and the Class
9 did not know of the facts which were concealed from them by Defendant. Moreover, as consumers,
10 Plaintiff and the Class did not, and could not, unravel the deception on their own. Defendant
11 omitted information about the true Dietary Fiber and Niacin content on its website and marketing
12 materials.

13 125. Defendant had a duty to disclose accurate Dietary Fiber and Niacin information
14 because the true facts were known and/or accessible only to it and because it knew these facts were
15 not known or reasonably discoverable by Plaintiff or members of the Class.

16 126. As a direct and proximate result of Defendant's conduct, Plaintiff and members of
17 the Class have been harmed in that they purchased the Product when otherwise they would not
18 have, paid more for the Product than they otherwise would have, and are left with a Product of
19 diminished value and utility because of the defect. Meanwhile, Defendant has sold more of the
20 Product than it otherwise could have and charged inflated prices for the Product, thereby unjustly
21 enriching itself.

22 127. Based on the foregoing, Plaintiff is entitled to all remedies available, including
23 refunds, actual damages, liquidated damages, punitive damages, attorney fees, and other
24 reasonable costs.

25 128. Plaintiff and Class members request that the Court award equitable relief, including
26 an order requiring Defendant to adequately disclose accurate nutritional content of the Product,
27

1 including of Dietary Fiber and Niacin, and an order enjoining Defendant from selling the Product
2 without disclosing this information in the future.

3 129. Defendant's acts and omissions were done wantonly, maliciously, oppressively,
4 deliberately, with intent to defraud; in reckless disregard of the rights of Plaintiff and the Class;
5 and to enrich itself. Its misconduct warrants an assessment of punitive damages in an amount
6 sufficient to deter such conduct in the future, which amount shall be determined according to proof
7 at trial.

8 **COUNT VII**

9 **Unjust Enrichment**

10 **(On behalf of the Nationwide Class or, alternatively, on behalf of the California Subclass)**

11 130. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
12 herein.

13 131. Plaintiff brings this claim on behalf of herself and on behalf of the Class.

14 132. This claim is asserted in the alternative to the extent that there is any determination
15 that Plaintiff does not have standing to assert any contractual claims asserted against Defendant on
16 the alleged basis of an absence of contractual privity or otherwise. By its wrongful acts and
17 omissions described herein, including selling the Product with less than the amount of Dietary
18 Fiber and Niacin advertised, Defendant was unjustly enriched at the expense of Plaintiff and the
19 Class.

20 133. Plaintiff and the Class conferred a benefit upon Defendant by purchasing the
21 Product at the full price. Under the circumstances, it would be inequitable for Defendant to retain
22 the profits, benefits, and other compensation obtained through its wrongful conduct in
23 manufacturing, marketing, and selling the Product with the misrepresentation that the Product
24 contains 6 grams of Dietary Fiber and 16 milligrams of Niacin, to Plaintiff and Class members.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- a. For an order certifying the proposed Class and appointing Plaintiff and Plaintiff's counsel to represent the Class;
- b. For an order awarding Plaintiff and Class members actual, statutory, punitive, and/or any other form of damages provided by and pursuant to the statutes cited above;
- c. For an order awarding Plaintiff and Class members restitution, disgorgement and/or other equitable relief provided by and pursuant to the statutes cited above or as the Court deems proper;
- d. For an order or orders requiring Defendant to adequately disclose the amount of Dietary Fiber and Niacin of the Product and enjoining Defendant from misrepresenting that the Product contains 6 grams of Dietary Fiber and 16 milligrams of Niacin;
- e. For an order awarding Plaintiff and Class members pre-judgment and post-judgment interest;
- f. For an order awarding Plaintiff and Class members reasonable attorneys' fees and costs of suit, including expert witness fees; and
- g. For an order awarding such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the members of the Class, hereby respectfully demands trial by jury of all issues triable by right.

1 DATED: July 20, 2026

Respectfully Submitted,

2 /s/ Robert Mackey

3 Robert Mackey, Esq. (SBN 125961)

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16 *Pro hac vice application forthcoming.

17 *Attorneys for Plaintiff and Putative Class*