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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BRYAN COLLADO,
on behalf of himself and others similarly situated,

Plaintiff,

v.

SCHIFF NUTRITION INTERNATIONAL, INC. and RECKITT BENCKISER LLC,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff BRYAN COLLADO (herein "Plaintiff COLLADO" or "Plaintiff"), individually and on behalf of all other persons similarly situated, by his undersigned attorney, pursuant to this Class Action Complaint against the Defendants, SCHIFF NUTRITION INTERNATIONAL, INC. and RECKITT BENCKISER LLC ("Defendants"), alleges the following:

NATURE OF THE ACTION

1. This is a consumer protection action seeking redress for, and a stop to, Defendants' unfair and deceptive practices in the advertising and marketing of its Tiger's Milk Protein Rich Nutrition Bar (herein, the "Product") *See* **Exhibit A**.

2. Plaintiff and Class members viewed the Product's misleading front label and reasonably relied on the misrepresentation that that Product is "Protein Rich," when it is not in fact

protein rich. Plaintiff and Class members were deceived into purchasing a product inferior to the one they had bargained for. Accordingly, the Product violates New York and other state laws against misleading branding and advertising.

3. Upon information and belief, Defendants continue to sell the misbranded Product.

4. Plaintiff brings this proposed consumer class action on behalf of himself and all other persons who, from the applicable limitations period up to and including the present (the "Class Period"), purchased the Product for consumption and not resale.

5. Defendants market the Product in a way that is deceptive to consumers under consumer protection laws of New York, the other 49 states, and the District of Columbia.

6. Defendants violate statutes enacted in each of the fifty states and the District of Columbia that are designed to protect consumers against unfair, deceptive, fraudulent, unconscionable trade and business practices, and false advertising. These statutes are:

1) Alabama Deceptive Trade Practices Act, Ala. Statues Ann. §§ 8-19-1, *et seq.;*
2) Alaska Unfair Trade Practices and Consumer Protection Act, Ak. Code § 45.50.471, *et seq.;*
3) Arizona Consumer Fraud Act, Arizona Revised Statutes, §§ 44-1521, *et seq.;*
4) Arkansas Deceptive Trade Practices Act, Ark. Code § 4-88-101, *et seq.;*
5) California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.,* and California's Unfair Competition Law, Cal. Bus. & Prof Code § 17200, *et seq.;*
6) Colorado Consumer Protection Act, Colo. Rev. Stat. § 6 - 1-101, *et seq.;*
7) Connecticut Unfair Trade Practices Act, Conn. Gen. Stat § 42-110a, *et seq.;*
8) Delaware Deceptive Trade Practices Act, 6 Del. Code § 2511, *et seq.;*
9) District of Columbia Consumer Protection Procedures Act, D.C. Code § 28 3901, *et seq.;*
10) Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. Ann. § 501.201, *et seq.;*
11) Georgia Fair Business Practices Act, § 10-1-390 *et seq.;*
12) Hawaii Unfair and Deceptive Practices Act, Hawaii Revised Statues § 480 1, *et seq.,* and Hawaii Uniform Deceptive Trade Practices Act, Hawaii Revised Statutes § 481A-1, *et seq.;*
13) Idaho Consumer Protection Act, Idaho Code § 48-601, *et seq.;*
14) Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1, *et seq.;*
15) Indiana Deceptive Consumer Sales Act, Indiana Code Ann. §§ 24-5-0.5-0.1, *et seq.;*
16) Iowa Consumer Fraud Act, Iowa Code §§ 714.16, *et seq.;*

17) Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50 626, *et seq.;*
18) Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110, *et seq.*, and the Kentucky Unfair Trade Practices Act, Ky. Rev. Stat. Ann §§ 365.020, *et seq.;*
19) Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. § § 51:1401, *et seq.;*
20) Maine Unfair Trade Practices Act, 5 Me. Rev. Stat. § 205A, *et seq,,* and Maine Uniform Deceptive Trade Practices Act, Me. Rev. Stat. Ann. 10, § 1211, *et seq.,*
21) Maryland Consumer Protection Act, Md. Com. Law Code § 13-101, *et seq.;*
22) Massachusetts Unfair and Deceptive Practices Act, Mass. Gen. Laws ch. 93A;
23) Michigan Consumer Protection Act, § § 445.901, *et seq.;*
24) Minnesota Prevention of Consumer Fraud Act, Minn. Stat §§ 325F.68, *et seq.;* and Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.;*
25) Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, *et seq.;*
26) Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, *et seq.;*
27) Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code §30-14-101, *et seq.;*
28) Nebraska Consumer Protection Act, Neb. Rev. Stat. § 59 1601, *et seq.*, and the Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et seq.;*
29) Nevada Trade Regulation and Practices Act, Nev. Rev. Stat. §§ 598.0903, *et seq.;*
30) New Hampshire Consumer Protection Act, N.H. Rev. Stat. § 358-A:1, *et seq.;*
31) New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8 *1, et seq.;*
32) New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57 12 *1, et seq.;*
33) New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law §§ 349, *et seq.;*
34) North Dakota Consumer Fraud Act, N.D. Cent. Code §§ 51 15 01, *et seq.;*
35) North Carolina Unfair and Deceptive Trade Practices Act, North Carolina General Statutes §§ 75-1, *et seq.;*
36) Ohio Deceptive Trade Practices Act, Ohio Rev. Code. Ann. §§ 4165.01. *et seq.;*
37) Oklahoma Consumer Protection Act, Okla. Stat. 15 § 751, *et seq.;*
38) Oregon Unfair Trade Practices Act, Rev. Stat § 646.605, *et seq.;*
39) Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Penn. Stat. Ann. § § 201-1, *et seq.;*
40) Rhode Island Unfair Trade Practices and Consumer Protection Act, R.I. Gen. Laws § 6-13.1-1, *et seq.;*
41) South Carolina Unfair Trade Practices Act, S.C. Code Laws § 39-5-10, *et seq.;*
42) South Dakota's Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37 24 *1, et seq.;*
43) Tennessee Trade Practices Act, Tennessee Code Annotated §§ 47-25-101, *et seq.;*
44) Texas Stat. Ann. §§ 17.41, *et seq.*, Texas Deceptive Trade Practices Act, *et seq.;*
45) Utah Unfair Practices Act, Utah Code Ann. §§ 13-5-1, *et seq.;*
46) Vermont Consumer Fraud Act, Vt. Stat. Ann. tit.9, § 2451, *et seq.;*
47) Virginia Consumer Protection Act, Virginia Code Ann. §§59.1-196, *et seq.;*
48) Washington Consumer Fraud Act, Wash. Rev, Code § 19.86.010, *et seq.;*
49) West Virginia Consumer Credit and Protection Act, West Virginia Code § 46A-6-101, *et seq.;*
50) Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100. 18, *et seq.;* and
51) Wyoming Consumer Protection Act, Wyoming Stat. Ann. §§40-12-101, *et seq.*

JURISDICTION AND VENUE

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, because this is a class action, as defined by 28 U.S.C § 1332(d)(1)(B), in which a member of the putative Class is a citizen of a different state than Defendants, and the amount in controversy exceeds the sum or value of $5,000,000, excluding interest and costs. *See* 28 U.S.C. § 1332(d)(2).

8. Furthermore, this court has personal jurisdiction over Defendants because their Product is advertised, marketed, distributed, and sold throughout New York State. Defendants engage in the wrongdoing alleged in this Complaint throughout the United States, including New York State. Defendants are authorized to do business in New York State, and Defendants have sufficient minimum contacts with New York and/or otherwise has intentionally availed itself of the markets in New York State, rendering the exercise of jurisdiction by the Court permissible under traditional notions of fair play and substantial justice. Moreover, Defendants engage in substantial and not isolated activity within New York State.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and (b), because a substantial part of the events giving rise to Plaintiff's claims occurred in this District, and Defendants are subject to personal jurisdiction in this District.

PARTIES

Plaintiff

10. Plaintiff COLLADO is, and at all relevant times hereto has been, a citizen of New York state and a resident of Queens County. On July 10, 2019, Plaintiff COLLADO purchased a 24-pack of 1.23 oz Tiger's Milk Protein Rich Nutrition Bar from Amazon.com for $19.99.

11. Plaintiff COLLADO purchased the Product relying on Defendants' representations on the Product packaging. As a result of Defendants' deceptive conduct as alleged herein, Plaintiff COLLADO was injured when he paid money for a product that did not deliver the qualities it

promised and misled him as to its contents. The Product is labeled as "PROTEIN RICH" but in fact it contains an insignificant protein count when compared to similar products. Plaintiff COLLADO would not have been willing to pay the sum he paid had he known it was mislabeled.

12. In other words, Defendants delivered a Product with significantly less value than was warranted by their representations, thereby depriving Plaintiff COLLADO of the benefit of his bargain and injuring him in an amount up to the purchase price. Damages can be calculated through expert testimony at trial. Further, should Plaintiff COLLADO encounter the Product in the future, he could not rely on the truthfulness of the packaging, without corrective changes to the packaging and the advertising of the Product.

Defendants

13. Defendant Schiff Nutrition International, Inc. is a corporation organized under the laws of Delaware with its headquarters at 2002 South 5070 West, Salt Lake City, UT 84104-4726. Its agent and address for service of process is at Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808.

14. Defendant Schiff Nutrition International, Inc. is a wholly owned subsidiary, of Defendant Reckitt Benckiser LLC. Reckitt Benckiser LLC is a corporation organized under the laws of Delaware with its headquarters at Morris Corporate Center IV, 399 Interpace Parkway, P.O. Box 225, Parsippany, NJ 07054-0225. Its agent and address for service of process is at Corporation Service Company, 251 Little Falls Drive, Wilmington DE 19808.

15. Defendants develop and market the Product throughout the United States. The Product is available at numerous retail and online outlets.

16. The advertising for the Product, relied upon by Plaintiff, is approved by Defendants and their agents, and is disseminated by Defendants and their agents through advertising

containing the misrepresentations alleged herein. The advertising for the Product is designed to encourage consumers to purchase the Product, and misleads the reasonable consumer, i.e., Plaintiff and the Class. Defendants own, manufacture, and distribute the Product, and/or authorize the unlawful, fraudulent, unfair, misleading, and/or deceptive labeling and advertising for the Product.

FACTUAL ALLEGATIONS

Nutrition Bars, Protein, and the American Diet

17. Nutrition bars have become an integral part of the American diet over the years. What began as a niche product for athletes trying to gain an advantage over the competition has emerged to be a lifestyle staple for many Americans seeking a healthy and convenient snack or meal replacement.[1]

18. Americans have also become increasingly aware of the importance of protein in their diets. *WebMD* observes that "[h]igh-protein, low-carbohydrate diets are the hottest thing since sliced flank steak, and every food marketer in the known universe appears to want a piece of the protein pie."[2]

19. This increasing emphasis on protein reflects the nutrient's well-recognized health benefits and particularly its importance for weight-loss. As nutrition researcher Kris Gunnars observes in the online wellness magazine *healthline*:

> The health effects of fat and carbs are controversial. However, almost everyone agrees that protein is important. Most people eat enough protein to prevent deficiency, but some individuals would do better with a much higher protein intake. Numerous studies suggest that a high-protein diet has major benefits for weight loss and metabolic health.[3]

[1] https://www.outsideonline.com/2377741/snackification-american-diet; https://www.webmd.com/diet/features/nutrition-bars-healthy-hype#1
[2] https://www.webmd.com/men/features/benefits-protein#1
[3] https://www.healthline.com/nutrition/10-reasons-to-eat-more-protein#section1

20. Protein is vital to a wide range of physiological functions. Unlike fat and carbohydrates, however, it cannot be stored by the body, requiring health-conscious consumers to stay vigilant about maintaining a suitably high intake. *WebMD* explains:

> It's easy to understand the excitement. Protein is an important component of every cell in the body. Hair and nails are mostly made of protein. Your body uses protein to build and repair tissues. You also use protein to make enzymes, hormones, and other body chemicals. Protein is an important building block of bones, muscles, cartilage, skin, and blood.
>
> Along with fat and carbohydrates, protein is a "macronutrient," meaning that the body needs relatively large amounts of it. Vitamins and minerals, which are needed in only small quantities, are called "micronutrients." But unlike fat and carbohydrates, the body does not store protein, and therefore has no reservoir to draw on when it needs a new supply.[4]

21. Unsurprisingly, these two trends—toward nutrition bars and toward protein—have converged in the protein bars, which many busy consumers now rely upon to supplement their diets, often with weight-loss or weight-maintenance in mind. The online wellness magazine *livestrong* observers:

> Protein is an essential macronutrient that supports several structures in your body. You can find protein in numerous sources including eggs, meat, fish and nuts. However, many people rely on protein supplements to get their recommended daily amount. The protein bar is just one option that has several dietary and lifestyle benefits…
>
> Eating snack-size protein bars can help reduce overeating between meals. Many bars come in indulgent dessert flavors -- like chocolate, peanut butter, fudge brownie and lemon meringue -- to satisfy your sweet tooth while avoiding blood sugar spikes and subsequent crashes. Over time, blood sugar spikes -- associated with snacks like candy bars and other sweets -- can lead to weight gain. Your body converts excess blood sugar, which is not immediately used for energy, into fat.[5]

22. However, there is significant variation between the wide gamut of nutrition bars that hold themselves out as having a high protein content. Many of these products actually lack the protein content to deliver what consumers are expecting, especially relative to their

[4] https://www.webmd.com/men/features/benefits-protein#1
[5] https://www.livestrong.com/article/536466-the-advantages-of-eating-protein-bars/

substantially higher sugar and carbohydrate content, which can militate against the benefits consumers are seeking to derive from protein. *Everydayhealth.com* reports:

> The only problem, says Jessica Janc, a certified sports nutritionist with the National Association of Sports Nutrition, is that not all protein bars are created equal — many protein bar brands are so loaded with sugar, they're more like delicious candy bars than dietary supplements. The key, Janc says, is selecting a protein bar with the right building blocks — protein should be at least half the amount of the bar's carbohydrates. "For instance, if the bar has 24 grams of carbohydrates, I would want it to have at least 12 grams of protein," Janc explains. "I like the sugars to be below 7 grams and the fat to be below 12 grams."[6]

23. Nutritionists agree that protein-based nutrition bars should contain well over 10 grams of protein to be effective. The fitness consulting company *Born Fitness* reports

> "The biggest thing I tell people is, 'Know how you plan to use the bar,'" says Anthony D'Orazio, director of nutrition and physique at Complete Human Performance, LLC. "If I'm looking to replace protein specifically, I'm looking for around 20 grams of protein,"…[7]

24. In the same vein, protein bar specialist and seller *Ripped Kit* observes

> With the recent craze to label everything as high-protein, check the figure before you buy. The average is around 20g protein, which gives a decent boost to your protein intake. With most bars weighing around 60g total, it means around a third of the bar is pure, muscle-building protein.
>
> Closer to 15g protein? That's not amazing, but not bad either. Plus there may be a good reason. For example, a 'flapjack' style protein bar is going to have more oats (i.e. carbs) so will have a little less protein.
> At the lower end of the scale, when you're looking at a 'protein' bar which only packs 5-10g protein; don't bother.[8]

Defendants' Product Is Not Protein Rich

25. The Product's front label claims that it is "Protein Rich." But this statement is deceptive and misleading given that it only contains 6 grams of protein, which nutritionists and

[6] https://www.everydayhealth.com/diet-and-nutrition-pictures/smart-protein-bar-picks.aspx#looking-for-the-best-protein-bars
[7] https://www.bornfitness.com/good-protein-bars/
[8] https://ripped-kit.co.uk/blogs/news/what-you-should-look-for-in-a-protein-bar

trainers regard as inadequate to fulfill the underlying purposes of protein-based nutrition bars, as detailed above.

26. This inadequacy is further confirmed when the Product is compared to other nutrition bars that also make high protein claims on their front labels. **Exhibit B** reproduces the labeling of three such bars, and the table below demonstrates that they contain significantly higher protein content than Defendants' Tiger's Milk bar, both in absolute terms and relative to their net weight:

Product	**Net weight (g)**	**Protein Content**	**Protein Per 35g**
Tiger's Milk	35g	6g	6g
ZonePerfect	60g	20g	11.7g
Think!	60g	20g	11.7g
Barology	56g	18g	11.25g

27. It bears noting that these comparison products also contain significantly less sugar than Tiger's Milk. Whereas the latter contains a full 14 grams of sugar, these other bars contain between 0 and 6 grams. As discussed above, consumers seeking out protein supplements are seeking to maintain a high protein-to sugar ratio, which Tiger's Milk thwarts on two fronts, through both inadequate protein and inordinate sugar.

28. The egregiousness of Defendants' misrepresentation is further demonstrated by the fact that even nutrition bars which **do not** hold themselves out as being high or rich in protein still offer consumers more protein that does Tiger's Milk. **Exhibit C** reproduces the labeling of six popular nutrition bars that do not make high protein claims, and the table below demonstrates that

they nevertheless contain more protein than Tiger's Milk, both in absolute terms and relative to net weight:

Product	**Net weight (g)**	**Protein Content**	**Protein Per 35g**
Tiger's Milk	35g	6g	6g
Zing	50g	13g	9.1g
ZonePerfect Nutrition Bar	45g	10g	7.8g
PureFit	57g	18g	11.1g
Extend Nutrition	42g	10g	8.3g
NuGo	50g	11g	7.7g
SoLo	50g	12g	8.4g

Defendants' Misleading Packaging Practices Would Deceive, be Material to, and be Relied Upon By, a Reasonable Consumer

29. Defendants' misleading labeling practices were material to, and were relied upon, by Plaintiff, the Class, and reasonable consumers. High protein content is important to consumers of nutrition bars, and especially to those purchasing bars claiming to be rich in protein. While reasonable consumers of nutrition bars care about taste, their primary motivation for purchasing these is *nutrition*.

30. Defendants' "Protein Rich" representation would mislead a reasonable consumer because reasonable consumers of protein-based nutrition bars would expect a "Protein Rich" bar to contain significantly more protein than non-protein-based nutrition bars, which Tiger's Milk does not. Such consumers would expect the "Protein Rich" Tiger's Milk bar to contain a level of

protein comparable to those of other nutrition bars claiming to be high in protein, at least relative to net weight, which Tiger's Milk does not.

31. Plaintiff and the Class did not know, and had no reason to know, that the Product did not contain a high protein content. Had they known this, they would not have bought the Product.

Defendants' Mislabeling Violates Federal Law, with which Plaintiff's Claims Are Consistent

32. Defendants also violate requirements set out by the Food and Drug Administration ("FDA") for what may be marketed as high in protein:

> The terms "high," "rich in," or "excellent source of" may be used on the label and in the labeling of foods, except meal products as defined in § 101.13(l) and main dish products as defined in § 101.13(m), provided that the food contains 20 percent or more of the RDI or the DRV per reference amount customarily consumed.[18]

21 CFR 101.54(b)

33. The DRV for protein for adults and children over four years of age is 50 grams.[19] Thus, a nutrition bar would have to contain ten grams of protein, not six, before it could lawfully claim to be rich in protein. The Product fails to satisfy this standard because its protein content is **only 12%** of the DRV or RDI (6/50).

34. Plaintiff is not seeking to enforce FDA regulations. The Product's labeling is deceptive irrespective of these. However, the FDA's determination that 6 grams of protein does not qualify as "rich" in protein is powerful persuasive evidence that a reasonable consumer would be deceived by the Product's mislabeling, particularly when viewed in conjunction with the expert opinions and product comparisons adduced above.

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[18] "RDI" refers to Reference Daily Intake. "DRV" means Daily Reference Value. *See* A Food Labeling Guide: Guidance for Industry issued by the U.S. Department of Health and Human Services, the Food and Drug Administration, and the Center for Food Safety and Applied Nutrition, *available at* https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-food-labeling-guide (last visited April 26, 2019).

[19] A Food Labeling Guide: Guidance for Industry, pg. 29, https://www.fda.gov/media/81606/download

Plaintiff and the Class Were Injured as a Result of Defendants' Misrepresentations

35. Plaintiff and Class members were injured when they paid the full price of the Product and received something inferior to that warranted by Defendants' misrepresentations.

36. Plaintiff was thus deprived of the benefit of his bargain, injured in an amount up to the purchase price, to be determined by expert testimony at trial.

Defendants Intended to Mislead Plaintiff and the Class

37. Defendants' Product labeling is deceptive, misleading, and was designed to increase sales of the Product. Defendants' misrepresentations are part of their systematic Product labeling and packaging practices.

38. Defendants' intended to mislead and deceive its consumers, since it knew that the Product contained only 6 grams of protein.

CLASS ACTION ALLEGATIONS

39. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of the following Class:

> All persons in the United States who made retail purchases of the Product during the applicable limitations period, and/or such subclasses as the Court may deem appropriate ("the Nationwide Class").[20]

[20] *See Fitzhenry-Russell v. Dr. Pepper Snapple Grp*., No. 17-cv-00564 NC, 2017 U.S. Dist. LEXIS 155654, at *15 (N.D. Cal. Sep. 22, 2017) ("Yet the Supreme Court did not extend its reasoning to bar the nonresident plaintiffs' claims here, and Bristol-Myers is meaningfully distinguishable based on that case concerning a mass tort action, in which each plaintiff was a named plaintiff."); *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, No. 09-2047, 2017 U.S. Dist. LEXIS 197612, at *52-53 (E.D. La. Nov. 28, 2017) ("it is clear and beyond dispute that Congress has constitutional authority to shape federal court's jurisdiction beyond state lines to encompass nonresident parties" and interpreting Bristol-Meyers as barring nationwide class actions where jurisdiction over defendant is specific "would require plaintiffs to file fifty separate class actions in fifty or more separate district courts across the United States — in clear violation of congressional efforts at efficiency in the federal courts."); *Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 364 (D. Ariz. 2009) ("Objectors argue that this Court lacks jurisdiction to certify a nationwide class. This argument is frivolous. A federal court applying Rule 23 of the Federal Rules of Civil Procedure may certify a nationwide class if the requirements for certification are satisfied.").

In the alternative, Plaintiff seeks to represent a Class consisting of:

> All persons who made retail purchases of the Product in New York during the applicable limitations period, and/or such subclasses as the Court may deem appropriate ("the New York Class").

40. The proposed Classes exclude current and former officers and directors of Defendants, members of the immediate families of the officers and directors of Defendants, Defendants' legal representatives, heirs, successors, assigns, any entity in which they have or have had a controlling interest, and the judicial officer to whom this lawsuit is assigned.

41. Plaintiff reserves the right to revise the Class definition based on facts learned in the course of litigating this matter.

42. This action is proper for Class treatment under Rules 23(b)(1)(B) and 23(b)(3) of the Federal Rules of Civil Procedure. While the exact number and identities of other Class members are unknown to Plaintiff at this time, Plaintiff is informed and believes that there are millions of Class members. Thus, the Class members are so numerous that individual joinder of all Class members is impracticable.

43. Common questions of law and fact arise from Defendants' conduct described herein. Such questions are common to all Class members and predominate over any questions affecting individual Class members. These include:

i. Whether Defendants labeled, packaged, marketed, advertised, and/or sold the Product to Plaintiff and Class members, using false, misleading, and/or deceptive packaging and labeling;

ii. Whether Defendants' actions constitute violations of the consumer protection laws of New York and the other states;

iii. Whether Defendants omitted and/or misrepresented material facts in connection with the labeling, ingredients, marketing, advertising, and/or sale of the Product;

iv. Whether Defendants' labeling, packaging, marketing, advertising, and/or selling of the Product constituted unfair, unlawful, or fraudulent practices;

v. Whether, and to what extent, injunctive relief should be imposed on Defendants to prevent such conduct in the future;

vi. Whether the members of the Classes have sustained damages as a result of Defendants' wrongful conduct;

vii. The appropriate measure of damages and/or other relief; and

viii. Whether Defendants should be enjoined from continuing their unlawful practices.

44. Plaintiff's claims are typical of those of the Class members because Plaintiff and the other Class members sustained damages arising out of the same wrongful conduct, as detailed herein. Plaintiff and Class members purchased Defendants' Product and sustained similar injuries arising out of Defendants' conduct in violation of Federal and New York state law. Defendants' unlawful, unfair, and fraudulent actions involve the very same mislabeling irrespective of where or when it was viewed. The injuries of the Classes were caused directly by Defendants' unfair and deceptive practices.

45. In addition, the factual underpinning of Defendants' misconduct is common to all Class members and represents a common thread of misconduct resulting in injury to all Class members. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of Class members and are based on the same legal theories.

46. Plaintiff will fairly and adequately represent and pursue the interests of the Classes. Plaintiff understands the nature of his claims herein, has no disqualifying conditions, and will vigorously represent the interests of the Class members. Neither Plaintiff nor Plaintiff's counsel have any interests that conflict with or are antagonistic to the interests of the Class members.

47. Plaintiff has retained highly competent and experienced class action attorneys to represent his interests and those of the Class members. Plaintiff and Plaintiff's counsel have the necessary financial resources to adequately and vigorously litigate this class action. Plaintiff and counsel are aware of their fiduciary responsibilities to the Class members and will diligently discharge those duties by vigorously seeking the maximum possible recovery for them.

48. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages suffered by any individual Class member are too small to make it economically feasible for an individual Class member to prosecute a separate action, and it is desirable for judicial efficiency to concentrate the litigation of the claims in this forum. Furthermore, the adjudication of this controversy through a class action will avoid the potentially inconsistent and conflicting adjudications of the claims asserted herein. There will be no difficulty in the management of this action as a class action.

49. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendants have acted or refuses to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive or equitable relief with respect to the Classes as a whole.

50. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Classes predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

51. The prosecution of separate actions by members of the Classes would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendants.

Additionally, individual actions may be dispositive of the interest of all members of the Classes, although certain Class members are not parties to such actions.

52. Defendants' conduct is generally applicable to the Classes as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Classes as a whole. As such, Defendants' systematic policies and practices make declaratory relief with respect to the Classes as a whole appropriate.

CAUSES OF ACTION

COUNT I

INJUNCTION FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)

(brought on behalf of the Nationwide Class, in conjunction with the substantively similar consumer protection laws of other states and the District of Columbia to the extent New York consumer protection laws are inapplicable to out-of-state Class members, or, in the alternative, on behalf of the New York Class)

53. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

54. Plaintiff brings these claims on behalf of himself and the other members of the Class for an injunction for violations of New York's Deceptive Acts or Practices Law ("NY GBL § 349").

55. Alternatively, should the Court not certify Plaintiff's proposed Nationwide Class, Plaintiff brings this claim individually and on behalf of the members of the New York Class for an injunction for violations of New York's Deceptive Acts or Practices Law ("NY GBL § 349").

56. NY GBL § 349 provides that "deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state are... unlawful."

57. Under the NY GBL § 349, it is not necessary to prove justifiable reliance. ("To the extent that the Appellate Division order imposed a reliance requirement on General Business Law [§] 349… claims, it was error. Justifiable reliance by the plaintiffs is not an element of the statutory claim." *Koch v. Acker, Merrall & Condit Co.*, 18 N.Y.3d 940, 941 (N.Y. App. Div. 2012) (internal citations omitted)).

58. Any person who has been injured by reason of any violation of the NY GBL § 349 may bring an action in their own name to enjoin such unlawful act or practice, an action to recover their actual damages or fifty dollars, whichever is greater, or both such actions. The court may, in its discretion, increase the award of damages to an amount not to exceed three times the actual damages up to one thousand dollars, if the court finds the Defendants willfully or knowingly violated this section. The court may award reasonable attorney's fees to a prevailing plaintiff.

59. Here, the practices employed by Defendants, whereby they advertise, sell, and market their Product as "PROTEIN RICH", is unfair, deceptive, misleading, and in violation of the NY GBL § 349.

60. The foregoing deceptive acts and practices were directed at consumers.

61. Defendants should be enjoined from representing the Product as "PROTEIN RICH" on the Product labels pursuant to NY GBL § 349.

62. Plaintiff, on behalf of himself and all others similarly situated, respectfully demands a judgment enjoining Defendants' conduct, awarding costs of this proceeding and attorneys' fees, as provided by NY GBL § 349, and such other relief as this Court deems just and proper.

COUNT II

DAMAGES FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)

(brought on behalf of the Nationwide Class, in conjunction with the substantively similar consumer protection laws of other states and the District of Columbia to the extent New York consumer protection laws are inapplicable to out-of-state Class members, or, in the alternative, on behalf of the New York Class)

63. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

64. Plaintiff brings these claims on behalf of himself and other members of the Nationwide Class for Defendants' violations of NY GBL § 349.

65. Alternatively, should the Court not certify Plaintiff's proposed Nationwide Class, Plaintiff brings this claim individually and on behalf of the other members of the New York Class for Defendants' violations of NY GBL § 349.

66. Defendants' business act and practices and/or omissions as alleged herein constitute deceptive acts or practices under NY GBL § 349, which were enacted to protect the consuming public from those who engage in unconscionable, deceptive, and unfair acts or practices in the conduct of any business, trade, or commerce.

67. Defendants' practices as described throughout this Complaint were specifically directed to consumers and violate the NY GBL § 349 for, *inter alia*, the following reasons:

a. Defendants misrepresent or misleadingly advertises that the Product is "PROTEIN RICH" with an intent to cause Plaintiff and Class members that it contained a high protein content;

b. Defendants caused Plaintiff and Class members to suffer a probability of confusion and a misunderstanding of legal rights, obligations, and/or remedies by and through their conduct; and

c. Defendants made material representations and statements of fact to Plaintiff and Class members that resulted in them reasonably believing the represented or suggested state of affairs to be other than what they actually were.

68. The practices employed by Defendants, whereby Defendants advertise, promote, and market their Product as "PROTEIN RICH," is unfair, deceptive, and misleading, and in violation of NY GBL § 349.

69. Under the circumstances, Defendants' conduct in employing these unfair and deceptive trade practices is malicious, willful, wanton, and outrageous such as to shock the conscience of the community and warrant the imposition of punitive damages.

70. Defendants' actions impact the public interest because Plaintiff was injured in exactly the same way as millions of others purchasing the Product as a result of and Defendants' generalized course of deception.

71. The foregoing deceptive acts and practices proximately caused Plaintiff and Class members to suffer actual damages in the form of, *inter alia*, monies spent to purchase the Product. Plaintiff and Class members are entitled to recover compensatory damages, statutory damages, punitive damages, attorneys' fees and costs, and any other relief the Court deems appropriate. Damages can be calculated through expert testimony at trial.

COUNT III

DAMAGES FOR VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 350 (FALSE ADVERTISING LAW)

(brought on behalf of the Nationwide Class, in conjunction with the substantively similar consumer protection laws of other states and the District of Columbia to the extent New York consumer protection laws are inapplicable to out-of-state Class members, or, in the alternative, on behalf of the New York Class)

72. Plaintiff realleges and incorporates by reference the allegations contained in all preceding paragraphs and further alleges as follows:

73. Plaintiff brings this claim individually, as well as on behalf of members of the Nationwide Class, for violations of NY GBL § 350.

74. Alternatively, should the Court not certify Plaintiff's proposed Nationwide Class, Plaintiff brings this claim individually and on behalf of the members of the New York Class for violations of NY GBL § 350.

75. Defendants have been and/or is engaged in the "conduct of… business, trade or commerce" within the meaning of N.Y. Gen. Bus. Law § 350.

76. New York Gen. Bus. Law § 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce." False advertising includes "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect," taking into account the extent to which the advertising fails to reveal facts material in light of … representations [made] with respect to the commodity . . . ." N.Y. Gen. Bus. Law § 350-a(1).

77. Here, Defendants caused to be disseminated throughout New York and the United States, through advertising, marketing, and other publications, statements that were untrue and/or misleading.

78. Defendants' affirmative misrepresentation that the Product is "PROTEIN RICH" is material and substantially uniform in content, presentation, and impact upon consumers at large. Consumers purchasing the Product were, and continue to be, exposed to Defendants' material deceptions.

79. Defendants have violated N.Y. Gen. Bus. Law § 350 because its labeling of the Product as a "PROTEIN RICH" is material and likely to deceive a reasonable consumer.

80. Plaintiff and Class members have suffered an injury, including the loss of money or property, as a result of Defendants' false and misleading advertising.

81. Pursuant to N.Y. Gen. Bus. Law § 350-e, Plaintiff and Class members seek monetary damages (including actual damages and minimum, punitive, or treble and/or statutory damages pursuant to GBL § 350-a(1)), injunctive relief, restitution and disgorgement of all monies obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

COUNT IV

COMMON LAW FRAUD

(brought on behalf of the Nationwide Class, in conjunction with the substantively similar common law of other states and the District of Columbia to the extent New York common law is inapplicable to out-of-state Class members, or, in the alternative, on behalf of the New York Class)

82. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs and further alleges as follows:

83. Defendants intentionally make materially false and misleading representations regarding the nature of the Product.

84. Plaintiff and Class members reasonably relied on Defendants' false and misleading representations. They did not know, and had no reason to know, that the Product is not rich in protein. They would not have purchased the Product had they known the truth.

85. Defendants knew and intended that Plaintiff and the Class members would rely on its misrepresentations.

86. Plaintiff and Class members have been injured as a result of Defendants' fraudulent conduct.

87. Thus, Defendants must be held liable to Plaintiff and Class members for damages sustained as a result of Defendants' fraud.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other similarly situated, seek judgment against Defendants, as follows:

a. An Order that this action be maintained as a class action, appointing Plaintiff as representative of the Nationwide Class or, in the alternative, the New York Class;

b. An Order appointing the undersigned attorney as Class Counsel in this action;

c. Restitution and disgorgement of all amounts obtained by Defendants as a result of their misconduct, together with interest thereon from the date of payment, to the victims of such violations;

d. All recoverable compensatory and other damages sustained by Plaintiff and Class members;

e. Actual and/or statutory damages for injuries suffered by Plaintiff and Class members in the maximum amount permitted by applicable law;

f. An order (i) requiring Defendants to immediately cease their wrongful conduct as set forth in this Complaint; (ii) ordering Defendants to engage in a corrective advertising

campaign; and (iii) requiring Defendants to reimburse Plaintiff and all Class members, up to the amounts paid for the Product;

g. Statutory pre-judgment and post-judgment interest on any amounts;

h. Payment of reasonable attorneys' fees and costs; and

i. Such other relief as the Court may deem just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff, on behalf of themselves and all others similarly situated, demand a trial by jury on all questions of fact raised by the Complaint.

Dated: September 10, 2019

Respectfully submitted,

By: */s/ C.K. Lee*
C.K. Lee, Esq.

LEE LITIGATION GROUP, PLLC
C.K. Lee (CL4086)
148 W. 24th Street, 8th Floor
New York, NY 10011
Tel.: 212-465-1188
Fax: 212-465-1181
Attorney for Plaintiff and the Class

EXHIBIT A


GREAT TASTE
ZERO GRAMS TRANS FAT
TIGER'S MILK
AMERICA'S ORIGINAL NUTRITION BAR
ENERGY PACKED SNACK
FORTIFIED WITH VITAMINS & MINERALS
PROTEIN RICH
NET WT 35 G (1.23 OZ)

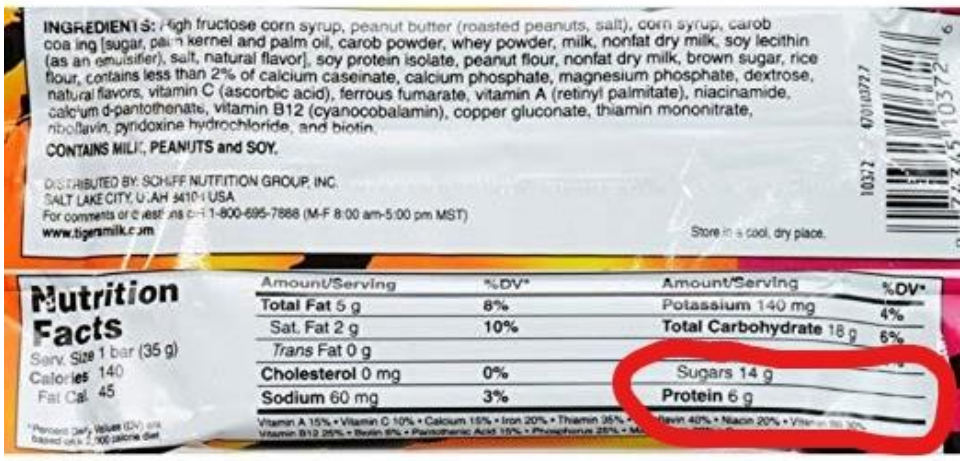
INGREDIENTS: High fructose corn syrup, peanut butter (roasted peanuts, salt), corn syrup, carob coating [sugar, palm kernel and palm oil, carob powder, whey powder, milk, nonfat dry milk, soy lecithin (as an emulsifier), salt, natural flavor], soy protein isolate, peanut flour, nonfat dry milk, brown sugar, rice flour, contains less than 2% of calcium caseinate, calcium phosphate, magnesium phosphate, dextrose, natural flavors, vitamin C (ascorbic acid), ferrous fumarate, vitamin A (retinyl palmitate), niacinamide, calcium d-pantothenate, vitamin B12 (cyanocobalamin), copper gluconate, thiamin mononitrate, riboflavin, pyridoxine hydrochloride, and biotin.
CONTAINS MILK, PEANUTS and SOY.
DISTRIBUTED BY: SCHIFF NUTRITION GROUP, INC.
SALT LAKE CITY, UTAH 84104 USA
For comments or questions call 1-800-695-7888 (M-F 8:00 am-5:00 pm MST)
www.tigersmilk.com
Store in a cool, dry place.
Nutrition Facts
Serv. Size 1 bar (35 g)
Calories 140
Fat Cal. 45
Amount/Serving %DV*
Total Fat 5 g 8%
Sat. Fat 2 g 10%
Trans Fat 0 g
Cholesterol 0 mg 0%
Sodium 60 mg 3%
Amount/Serving %DV*
Potassium 140 mg 4%
Total Carbohydrate 18 g 6%
Sugars 14 g
Protein 6 g

EXHIBIT B

ZonePerfect High Protein Nutrition Snack Bars, Blueberry Crumble, 2.12 oz bars (16 Bars)

104 customer reviews

Nutrition Facts

4 servings per container

Serving size **1 bar (60g)**

Amount per serving

Calories **240**

	% Daily Value*
Total Fat 9g	**12%**
Saturated Fat 4g	**20%**
Trans Fat 0g	
Cholesterol 35mg	**12%**
Sodium 300mg	**13%**
Total Carbohydrate 22g	**8%**
Dietary Fiber 5g	**18%**
Total Sugars 5g	
Includes 2g Added Sugars	**4%**
Protein 20g	**40%**

Vitamin D 0mcg 0%	•	Calcium 190mg 15%
Iron 3mg 15%	•	Potassium 90mg 1%
Vitamin A 30%	•	Vitamin C 60%
Vitamin E 35%	•	Thiamin 40%
Riboflavin 25%	•	Niacin 60%
Vitamin B_6 60%	•	Folate 200mcg DFE 50% (120mcg folic acid)
Vitamin B_{12} 130%	•	Biotin 400%
Pantothenic Acid 70%	•	Phosphorus 15%
Magnesium 10%	•	Zinc 45%
Selenium 45%	•	Manganese 10%
Chromium 140%	•	Molybdenum 40%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Lemon Delight

Nutrition Facts

Serving size
1 Bar (60g)

Calories per serving 230

**Percent DV are based on a 2,000 calorie diet.

Amount/serving	% Daily Value**
Total Fat 9g	**12%**
Sat Fat 3.5g	**18%**
Trans Fat 0g	
Cholesterol 5mg	**2%**
Sodium 230mg	**10%**

Amount/serving	% Daily Value**
Total Carb 24g	**9%**
Dietary Fiber 0g	**0%**
Total Sugars 0g	
Incl 0g Added Sugars	**0%**
Sugar Alcohol 13g	
Protein 20g	**40%**

Vit D 0mcg 0% · Calcium 90mg 6% · Iron [redacted] · Potassium 110mg 2%

Nutrition Facts

Serv Size 1 Bar (56g)

Calories 198

Fat Cal 65

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

† Daily Value not established

Amount/Serving	%DV*	Amount/Serving	%DV*	Amount/Serving	%DV*	Amount/Serving	%DV*
Total Fat 7g	11%	**Cholesterol** 11mg	4%	Fiber 12g	50%	**Vitamin A**	0%
Sat. Fat 2g	10%	**Sodium** 147mg	6%	Sugars 6g		**Vitamin C**	1%
Trans Fat 0g		**Total Carb.** 24g	8%	**Protein** 18g	35%	**Calcium**	6%
						Iron	5%

EXHIBIT C

Nutrition Facts

Serving Size 1 bar (50g)
Servings Per Container 12

Calories 200
Calories from Fat 90

*Percent Daily Values are based on a 2,000 calorie diet

Amount/Serving	% Daily Value*	Amount/Serving	% Daily Value*
Total Fat 10g	15%	Sodium 160mg	7%
Saturated Fat 2.5g	13%	Total Carbohydrate 22g	7%
Trans Fat 0g		Dietary Fiber 8g	32%
Polyunsaturated Fat 2.5g		Sugars 12g	
Monounsaturated Fat 4.5g		Protein 13g	26%
Cholesterol 10mg	3%	[redacted]	

Vitamin A 0% • Vitamin C 0% • Calcium 6% • Iron 4%

Nutrition Facts

Serv Size 1 Bar (45 g)
Calories 180
Fat Cal. 45
*Percent Daily Values are based on a 2,000 Calorie diet.

Amount Per Serving	%DV*	Amount Per Serving	%DV*	Amount Per Serving	%DV*	Amount Per Serving	%DV*
Total Fat 5 g	**8%**	**Cholest** 30 mg	**10%**	**Total Carb** 24 g	**8%**	**Protein** 10 g	**20%**
Sat Fat 2.5 g	**13%**	**Sodium** 170 mg	**7%**	Fiber <1 g	**<4%**		
Trans Fat 0 g		**Potassium** 85 mg	**2%**	Sugars 18 g			

Vitamin A 25% • Vitamin C 45% • Calcium 10% • Iron 6% • Vitamin E 25% • Thiamin 20% • Riboflavin 40% Niacin 40% • Vitamin B_6 40% • Folate 15% • Vitamin B_{12} 30% • Biotin 20% • Pantothenic Acid 20% Phosphorus 15% • Magnesium 10% • Zinc 20% • Selenium 25% • Chromium 30% • Molybdenum 30%

INGREDIENTS: BROWN RICE SYRUP, CORN SYRUP, CHOCOLATE DROPS (SUGAR, CHOCOLATE LIQUOR, COCOA BUTTER, SOY LECITHIN, VANILLA), SODIUM CASEINATE, SOY PROTEIN ISOLATE, SWEET CREAM LAYER (CORN SYRUP, FRUCTOSE, PALM KERNEL OIL, MILK PROTEIN ISOLATE, NATURAL FLAVOR, SALT, SOY LECITHIN), WHEY PROTEIN ISOLATE, BROWN SUGAR, PASTEURIZED WHOLE EGG POWDER, FRUCTOSE SYRUP, CHOCOLATE FLAVORED COATING (SUGAR, FRACTIONATED PALM KERNEL OIL, COCOA POWDER [PROCESSED WITH ALKALI], SOY LECITHIN, NONFAT MILK POWDER, VANILLA), GLYCERINE; LESS THAN 2% OF THE FOLLOWING: HIGH OLEIC SAFFLOWER OIL AND/OR HIGH OLEIC SUNFLOWER OIL, BUTTER POWDER (BUTTER [CREAM, SALT], NONFAT MILK, TOCOPHEROLS, ASCORBYL PALMITATE), CALCIUM PHOSPHATE, PEANUT BUTTER, NATURAL FLAVOR, CHOCOLATE POWDER (NATURAL COCOA POWDER, SUGAR, CHOCOLATE LIQUOR, COCOA BUTTER, SOY LECITHIN, VANILLA), SALT, **VITAMIN AND MINERAL BLEND** (CALCIUM PHOSPHATE, ASCORBIC ACID, MAGNESIUM OXIDE, dl-ALPHA-TOCOPHERYL ACETATE, NIACINAMIDE, ZINC OXIDE, CALCIUM PANTOTHENATE, FERROUS FUMARATE, PYRIDOXINE HYDROCHLORIDE, VITAMIN A PALMITATE, RIBOFLAVIN, THIAMINE MONONITRATE, FOLIC ACID, CHROMIUM CHLORIDE, BIOTIN, SODIUM SELENITE, SODIUM MOLYBDATE, CYANOCOBALAMIN). **CONTAINS MILK, EGGS, PEANUT AND SOY INGREDIENTS; MANUFACTURED IN A FACILITY THAT PROCESSES TREE NUTS AND WHEAT.**

Nutrition Facts

Serving Size 1 Bar (57g)
Serving Per Container 15
Calories 230
Calories from Fat 70

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

Amount/Serving	%DV	Amount/Serving	%DV
Total Fat 8g	12%	**Potassium** 120mg	3%
Saturated Fat 1g	5%	**Total Carbohydrate** 24g	8%
Trans Fat 0g		Dietary Fiber 3g	12%
Cholesterol 0mg	0%	Sugars 16g	
Sodium 160mg	7%	**Protein** 18g	33%

Vitamin A 0% • Vitamin C 0% • Calcium 6% • Iron 15% • Phosphorus 15% • Magnesium 6%

Nutrition Facts

Serving Size: 1 bar (42g)
Servings per Container: 15

Amount Per Serving	
Calories 130	Calories from Fat 40
	% Daily Value*
Total Fat 4.5g	7%
Saturated Fat 2g	10%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 160mg	7%
Potassium 90mg	3%
Total Carbohydrate 22g	7%
Dietary Fiber 5g	20%
Sugar 0g	
Maltitol 8g	
Other Carbs 9g	
Protein 10g	20%

Vitamin A 25%	•	Vitamin C 0%	
Calcium 30%	•	Iron 35%	
Phosphorus 8%			

*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	60g

Nutrition Facts

Serving Size	1 Bar (50g)
Servings per Container	15
Calories	170
Calories from fat	25

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

Amount/Serving	% Daily Value*
Total Fat 2.5g	4%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 150mg	6%

Amount/Serving	% Daily Value*
Total Carbohydrate 26g	9%
Dietary Fiber 2g	8%
Sugars 13g	
Protein 11g	22%

Vitamin A 20%, Thiamin 20%, Niacin 20%, Riboflavin 20%, Vitamin B-12 20%, Vitamin C 20%, Calcium 20%, Vitamin B-6 20%, Folic Acid 20%, Vitamin E 20%, Iron 10%


SOLO GI
Low Glycemic
Nutrition Bar
35 GI
gluten-free
no artificial sweeteners
12g protein
[redacted]
Peanut Caramel Sea Salt
WITH OTHER NATURAL FLAVORS
NET WT. 1.76 OZ (50g)

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

BRYAN COLLADO

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

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

Lee Litigation Group PLLC, 148 West 24th Street, Eighth Floor, New York, NY 10011, Tel: (212) 465-1188

DEFENDANTS

SCHIFF NUTRITION INTERNATIONAL, INC. and RECKITT BENCKISER LLC

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

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

Attorneys *(If Known)*

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

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

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

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☒ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C 1332

Brief description of cause:
Deceptive and unfair trade practices

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 9/10/19

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

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

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of $150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, C.K. LEE, counsel for BRYAN COLLADO, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

☑ monetary damages sought are in excess of $150,000, exclusive of interest and costs,

☑ the complaint seeks injunctive relief,

☐ the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more or its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? ☐ Yes ☑ No

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? ☐ Yes ☑ No

b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? ☑ Yes ☐ No

c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? ☐ Yes ☐ No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

☑ Yes ☐ No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

☐ Yes (If yes, please explain ☑ No

I certify the accuracy of all information provided above.

Signature: _____

Last Modified: 11/27/2017

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

BRYAN COLLADO

Plaintiff(s)

v.

SCHIFF NUTRITION INTERNATIONAL, INC. and RECKITT BENCKISER LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* RECKITT BENCKISER LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: C.K Lee Esq.
Lee Litigation Group PLLC
148 West 24th Street, Eighth Floor, New York, NY 10011
Tel: (212) 465-1188

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

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