

1 Robert Mackey, Esq. (CA Bar No. 125961)
2 **THE LAW OFFICES OF ROBERT MACKEY**
3 16320 Murphy Road
4 Sonora, CA 95370
5 Tel: (412) 370-9110
6 Email: bobmackeyesq@aol.com

7 Matthew A. Smith, Esq. (CA Bar No. 309392)
8 **MIGLIACCIO & RATHOD LLP**
9 315 Montgomery Street
10 Suite 900
11 San Francisco, CA 94104
12 Tel: (202) 470-3520
13 Email: msmith@classlawdc.com

14 Sara J. Watkins, Esq.*
15 **ROBERT PEIRCE & ASSOCIATES, P.C.**
16 437 Grant Street, Suite 1100
17 Pittsburgh, PA. 15219
18 Tel: (412) 281-7229
19 *Pro Hac Vice application forthcoming

20 *Counsel for Plaintiff and the Proposed Class*

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

23 **SANNAM ELAZARI, on behalf of herself**
24 **and all others similarly situated,**

25 **Plaintiff,**

26 **v.**

27 **VERACITY WELLNESS INC.,**

28 **Defendant.**

Case No:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Sannam Elazari brings this action on behalf of herself and all others similarly
2 situated, by and through their undersigned counsel, against Veracity Wellness Inc. (“Veracity” or
3 “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her
4 counsel and based upon information and belief, except as to the allegations specifically
5 pertaining to the Plaintiff, which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. Plaintiff, on behalf of herself and all putative members of the “Class” (defined
8 below), brings claims against Veracity as a class action for deceptive marketing practices.
9 Plaintiff alleges violations of California’s False Advertising Law (Cal. Bus. & Prof. Code §§
10 17500, *et seq.*), Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200-17210), and
11 Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750-1785).

12 2. By falsely advertising that consumers purchasing Defendant’s dietary supplement
13 called “Metabolism Ignite™” capsules (hereinafter the “Product”) will see “un-hunger” and
14 weight loss benefits from an alleged increase in GLP-1 levels, Defendant has violated
15 California’s False Advertising Law (Cal. Bus. & Prof. Code §§ 17500, *et seq.*, and Unfair
16 Competition Law (Cal. Bus. & Prof. Code §§ 17200-17210).

17 3. This action seeks damages for Plaintiff and members of the proposed Class for
18 purchasing the Product as well as public injunctive relief to stop Defendants from fleecing
19 Californians in the future.

20 **PARTIES**

21 4. Plaintiff Sannam Elazari is a citizen and resident of Los Angeles, California.

22 5. Defendant Veracity Wellness Inc. is a Delaware corporation with a principal place
23 of business in the State of New York. Veracity makes and distributes dietary supplements,
24 including the Product, throughout the United States and, specifically, to consumers in the State of
25 California.

1 **JURISDICTION AND VENUE**

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

7 7. This Court has general and specific jurisdiction over the Defendant because
8 Defendant has sufficient minimum contacts within the state of California to establish
9 Defendant’s presence in the state of California, and certain material acts upon which this suit is
10 based occurred within the state of California. Veracity does substantial business in the state of
11 California and within this District and otherwise maintains requisite minimum contacts with the
12 state of California. Specifically, Defendant Veracity distributed and sold the Product in the state
13 of California.

14 8. Venue is also proper in this District under 28 U.S.C. § 1391(b)(2) because
15 Defendant is subject to personal jurisdiction within the state of California and a substantial part
16 of the events or omissions giving rise to the claims asserted herein occurred in this District,
17 including that Plaintiff purchased and used the Product in the state of California and in this
18 District. Additionally, Veracity distributes the Product in this District, receives substantial
19 compensation and profits from the sale and lease of Product in this District, and has and
20 continues to conceal and make misrepresentations and material omissions in this District.

21 **FACTUAL BACKGROUND AND SUBSTANTIVE ALLEGATIONS**

22 **A. GLP-1 Agonist medications**

23 9. Glucagon-like peptide-1 (GLP) agonists are a class of medications designed to
24 treat type 2 diabetes that have shown themselves to also be extremely effective in helping people
25 lose weight. GLP-1 agonists like semaglutide (Ozempic, Wegovy, Rybelsus) and dual GLP-
26 1/GIP (glucose-dependent insulinotropic polypeptide) agonists like tirzepatide (Mounjaro,
27 Zepbound) have become hugely popular as a result of their effectiveness.

1 10. GLP-1 is a hormone made in the small intestine and the nucleus of the solitary
2 tract (a region of the brain) that triggers the release of insulin from the pancreas (lowering blood
3 sugar), blocks the release of glucose into the bloodstream, slows stomach emptying, and
4 increases feelings of satiety.

5 11. Yet, GLP-1 has a half-life of just one to two minutes, as it is quickly degraded by
6 enzymes in the body. As a result, no clinical data supports the notion that simply boosting the
7 amount of naturally occurring GLP-1 in the body has sustained weight loss effects.

8 12. What makes synthetic GLP-1 agonists so effective compared to naturally
9 occurring GLP-1 is that the amino acid sequence of GLP-1 has been modified to make the
10 agonists resistant to being broken down by the enzymes that break down GLP-1. Semaglutide,
11 for example, has a half-life of about seven days when administered by injection—which is why
12 people who take Ozempic or Wegovy take weekly injections—as opposed to one to two minutes.

13 13. Prescription GLP-1 agonist medications are widely understood by consumers to
14 be pharmaceutical products designed to produce clinically meaningful appetite suppression and
15 weight loss through sustained activation of GLP-1 pathways.

16 14. Given the effectiveness of synthetic GLP-1 agonists, the market has skyrocketed
17 in recent years. The worldwide market in 2024 is estimated to have been more than \$25 billion,
18 and the market is estimated to rise to between \$50 billion and \$133 billion worldwide by 2030.

19 15. Yet, synthetic GLP-1 agonists are very expensive, and for those whose insurance
20 will not cover the drugs, they are often cost-prohibitive.

21 **B. Defendant's Uniform Marketing Campaign**

22 16. Defendant is in the business of developing, manufacturing, packaging, promoting,
23 advertising, and selling purported dietary supplement products under the brand name “Veracity”.
24 These dietary supplements include the Product, Metabolism Ignite™ capsules.

25 17. Defendant markets the Product through a comprehensive and uniform advertising
26 strategy across standardized channels, including packaging, online product pages, social media,
27 and other promotional materials, using substantially similar messaging directed to consumers
28

1 nationwide. In these advertisements, Defendant makes unsubstantiated, false, and/or misleading
2 claims regarding the Product.

3 18. Defendant’s marketing emphasizes that the Product could “boost” or “support”
4 GLP-1 in a manner that would translate into appetite control and weight-loss outcomes
5 associated in the public mind with prescription GLP-1 agonist medications.

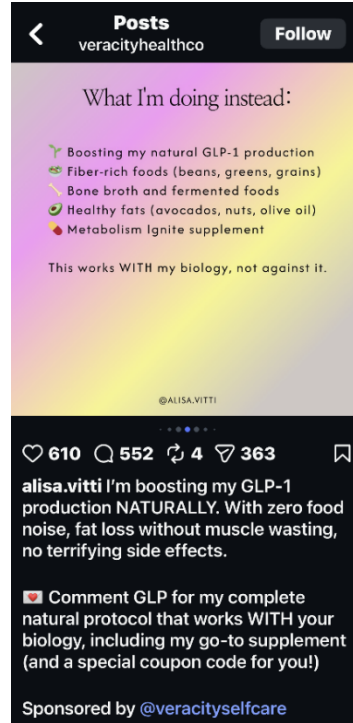
6 19. Marketing that positions a dietary supplement as a “natural” alternative or
7 equivalent to prescription GLP-1 agonists conveys to reasonable consumers that the supplement
8 can deliver meaningful effects on appetite and weight loss.

9 20. Defendant Veracity markets and sells its Product hoping to cash in on the
10 synthetic GLP-1 agonist craze and swindle Americans, including Californians, into buying its
11 Product.

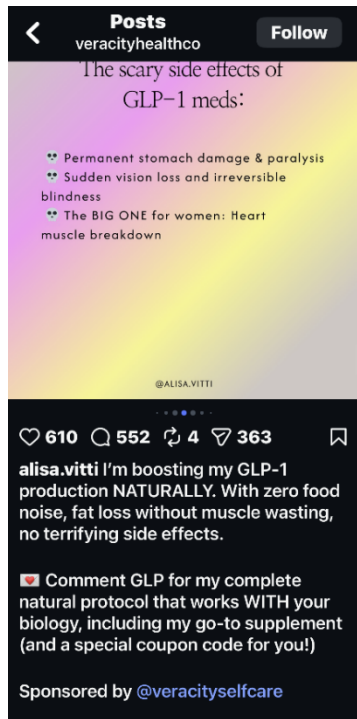
12 21. The “GLP-1 craze” includes pushing “supplements claiming to replace GLP-1
13 agonists completely, ‘natural’ versions of GLP-1 agonists that may work but be substantially less
14 effective, and supplements intended to be taken alongside prescription medication to ‘boost’
15 GLP-1 production.”¹

16 22. Defendant Veracity leverages consumer anxiety by highlighting the potential
17 adverse effects associated with synthetic GLP-1 agonist medications, like Ozempic, such as
18 permanent stomach damage and paralysis, sudden vision loss and irreversible blindness, heart
19 muscle breakdown, to position its Product as a safer, natural, more sustainable alternative.

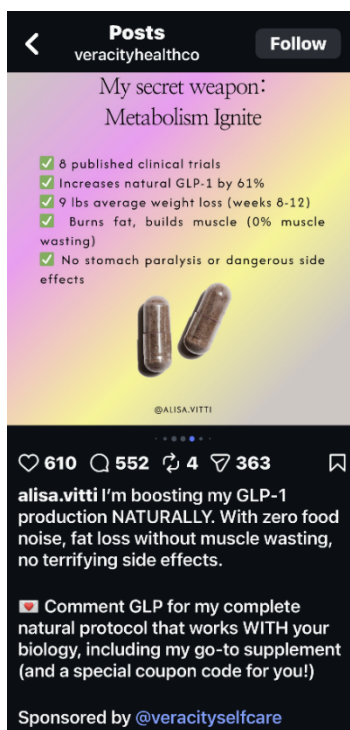
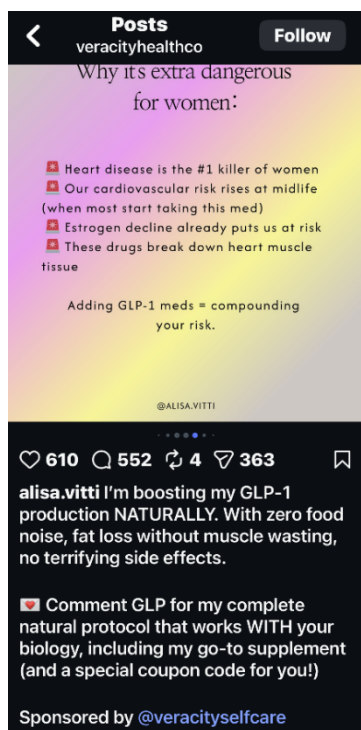
20
21
22
23
24
25
26 _____
27 ¹ Hannah Grabenstein, *In the gray world of GLP-1 supplements online, health experts urge*
28 *caution*, PBS NEWS (Sept. 3, 2025), <https://www.pbs.org/newshour/health/what-to-know-before-you-buy-a-weight-loss-supplement-on-tiktok>.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



23. For example, Defendant has utilized paid sponsorships on Instagram to highlight the potential adverse effects associated with synthetic GLP-1 agonist medications to position and promote their Product as a safer, natural, more sustainable alternative.



24. Defendant’s advertising further conveys that the Product’s claimed benefits are supported by reliable scientific research, thereby communicating to consumers that Defendant possesses competent substantiation for the specific weight-loss and appetite-control claims being made.

25. Defendant utilizes the same comprehensive advertising strategy on their website.

veracity

Shop Metabolism Ignite Learn Take the Metabolic Protocol Quiz Science

Our Healthy Weight Loss Difference

Metabolism Ignite delivers healthy weight by healthy means. Our commitment to proven, sustainable results and long term health is unmatched.

	Metabolism Ignite	GLP-1 Medications	Other GLP-1/ Metabolism Supplements
100% Safe, Natural Ingredients	✓	x	✓
Boosts Natural GLP-1	✓	x	x
Activates AMPK Pathway To Boost Metabolism	✓	x	x
No Injectables	✓	x	✓
No Negative Side Effects	✓	x	x
Safe And Effective For Long Term Use And Weight Management	✓	x	x

1 **C. Why the Challenged Claims are Misleading**

2 26. The Product’s marketing conveys both express and implied messages that
3 consumers will achieve meaningful appetite suppression and weight-loss results comparable to
4 those associated with prescription GLP-1 agonist medications.

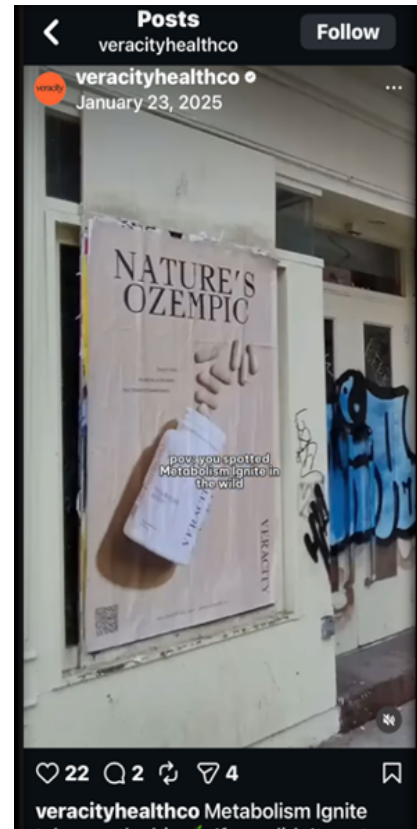
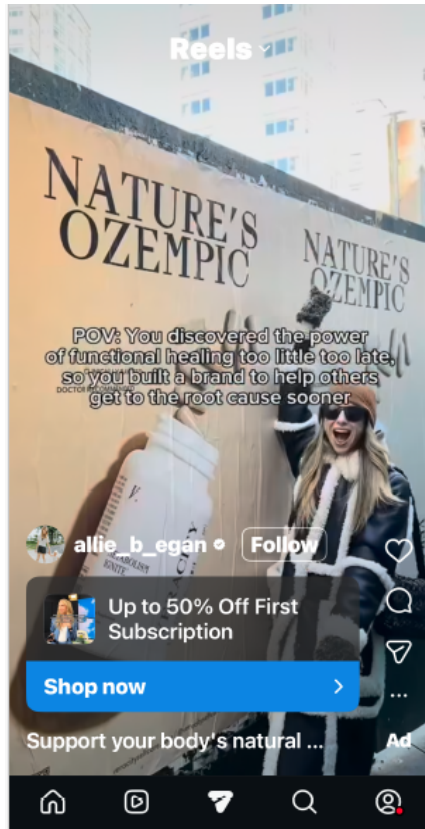
5 27. This comprehensive advertising strategy is designed to influence consumers by
6 shifting focus from efficacy to perceived harm, thereby creating a narrative that Defendant’s
7 Product does not have the side effects attributed to synthetic GLP-1 agonist medicines.

8 28. By selectively emphasizing these risks—often without equivalent context
9 regarding clinical benefits or prevalence—Veracity frames synthetic GLP-1 agonist medication
10 therapies as problematic while implicitly elevating its Product as a more balanced solution that
11 has the same results as a synthetic GLP-1 agonist medication.

12 29. Yet, Defendant, in order to cash in on the “GLP-1 craze,” still markets and
13 advertises their Product as a natural equivalent to a synthetic GLP-1 agonist medications.

14 30. For example, Defendant has disseminated extensive print and Internet
15 advertisements promoting the Product as “Nature’s Ozempic.”





31. In addition to the misleading visuals, upon information and belief, Defendant also outlines the “main product selling points” for social media influencers to talk about Defendant’s Product on their videos.

32. For example, the following three social media influencer videos appear on Defendant's website.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



33. Defendant's marketing is intentionally misleading, implying that the only difference between the Product and synthetic GLP-1 agonist medications, such as Ozempic, is that the Product does not have the same side effects as synthetic GLP-1 agonist medications.

1 34. In reality, the Product does not contain a synthetic GLP-1 agonist and uses only
2 natural ingredients, making it impossible for them to deliver the same results as synthetic GLP-1
3 agonist medications.

4 35. To the extent Defendant relied on ingredient-level or preliminary research, such
5 materials would not substantiate the specific, consumer-facing claims at issue where the research
6 does not match the Product's formulation, dosing, population, endpoints, or duration necessary to
7 support the advertised results.

8 36. Defendant also omitted material information necessary to prevent the advertising
9 from being misleading, including that the Product was not demonstrated to produce clinically
10 meaningful GLP-1 agonist-like outcomes and that any purported GLP-1 "support" did not equate
11 to the sustained receptor activation associated with prescription GLP-1 agonists.

12 37. As a result of Defendant's false and misleading statements and omissions, users of
13 the Product pay a premium for what they believe is a product that has a meaningful and sustained
14 impact on hunger and satiety, similar to an actual synthetic GLP-1 agonist medication.

15 38. Defendant's false and misleading statements caused Plaintiff and members of the
16 proposed Classes to pay a premium for the Product. Had Plaintiff known the truth, Plaintiff
17 would not have purchased the Product or would have paid significantly less.

18 **D. Plaintiff's Purchase, Reliance, and Injury**

19 39. Beginning in or around February 2026, Plaintiff Elazari purchased Defendant's
20 Product while in the State of California after noticing an advertisement on Instagram.

21 40. Based on Defendant's advertisements on Instagram representing that the Product
22 was safe to use while breastfeeding, Plaintiff was redirected to Defendant's website.

23 41. Defendant's website advertisements represented that the Product was safe to use
24 while breastfeeding; the Product was a safer, natural equivalent alternative to weight-loss
25 medications and injections; the Product would safely and effectively transition Plaintiff off GLP-
26 1 medication; and the Product would improve overall energy, health and well-being.

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

49. 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.

50. Excluded from the Class is 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 Plaintiff 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.

51. **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.

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

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

1 54. Other questions of law and fact common to the Class that predominate over
2 questions that may affect individual members include:

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

21 55. **TYPICALITY:** The claims and defenses of Plaintiff are representative of the
22 Class members they seek to represent and typical of the claims of the Class because they arise
23 from the same course of conduct and are based on the same legal theories as the claims of other
24 Class members. Plaintiff, like all Class members, purchased the Product when they were
25 presented by Defendant, through its representations on the Product’s label and through
26
27
28

1 Defendant's marketing and advertising of the Product, that the Product was a safer, natural,
2 equivalent alternative to synthetic GLP-1 agonist medication.

3 56. **ADEQUACY OF REPRESENTATION:** Plaintiff will fairly and adequately
4 assert and protect the interests of the proposed Class because:

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

11 57. **SUPERIORITY:** class action provides a fair and efficient method for the
12 adjudication of the instant controversy for the following reasons:

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

CAUSES OF ACTIONS

COUNT I

Breach of the 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)

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

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

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

9 61. Defendant made and disseminated advertising statements and omissions in
10 connection with the sale of the Product that were likely to deceive reasonable consumers acting
11 reasonably under the circumstances.

12 62. The challenged advertising conveyed that the Product would provide meaningful
13 GLP-1-related appetite suppression and weight-loss benefits comparable to those associated with
14 prescription GLP-1 agonist medications, and that such claims were supported by reliable
15 scientific research.

16 63. These representations were false or misleading because the Product could not
17 deliver the advertised GLP-1 agonist-like outcomes as represented and/or Defendant lacked
18 competent and reliable substantiation for the specific claims being made at the time of
19 dissemination.

20 64. The misrepresentations and omissions were material and were a substantial factor
21 in Plaintiff's and Class members' decisions to purchase the Product.

22 65. Defendant engaged in these false, misleading, and deceptive advertising and
23 marketing practices to increase its profits. Accordingly, Defendant has engaged in false
24 advertising, as defined and prohibited by §§ 17500, *et seq.*, of the California Business and
25 Professions Code.

26 66. The aforementioned practices also constitute unlawful competition and provide an
27 unlawful advantage over Defendant's competitors, as well as injury to the general public.
28

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

4 76. Defendant engaged in unfair and/or deceptive acts in violation of the CLRA
5 principally because it intentionally or negligently concealed and suppressed material facts by
6 representing that the Product was a safer, natural equivalent alternative to weight-loss
7 medications and injections, such as Ozempic; that the Product would safely and effectively
8 transition Plaintiff off GLP-1 medication while maintaining the same benefits of a synthetic
9 GLP-1 agonist medication; and that the Product would improve overall energy, health and well-
10 being.

11 77. Defendant accomplished this by explicitly representing that the Product was a
12 natural equivalent alternative to synthetic GLP-1 agonist medications and by failing to disclose
13 that the Product did not contain a synthetic GLP-1 agonist in other marketing and Product
14 labeling. Defendant’s conduct violated the CLRA, including but not limited to, the following
15 provisions:

- 16 a. Defendant represented and continues to represent that the
17 Product has characteristics, uses, or benefits that it does not
18 have, in violation of § 1770(a)(5);
- 19 b. Defendant represented and continues to represent that the
20 Product is of a particular standard, quality, or grade when, in
21 fact, it is not, in violation of § 1770(a)(7);
- 22 c. Defendant advertised and continues to advertise its Product
23 with the intent not to sell them as advertised, in violation of §
24 1770(a)(9); and
- 25 d. Defendant represented and continues to represent that its
26 Product has been supplied in accordance with a previous
27 representation when it has not, in violation of § 1770(a)(16).

28 78. Defendant’s conduct was unfair because it exploited consumer demand for GLP-1
agonist-like weight-loss results while shifting consumer focus to perceived safety narratives and
away from whether the Product could actually deliver the promised efficacy.

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

3 80. Defendant knew, should have known, or was reckless in not knowing that the
4 Product was not a natural equivalent alternative to a synthetic GLP-1 agonist medications that
5 Defendant claimed it was and, therefore, that the Product is not suitable for its intended use.

6 81. Defendant was under a duty to Plaintiff and the Class to disclose that the Product
7 was not a natural equivalent alternative to synthetic GLP-1 agonist medications because:

- 8 a. The facts that Defendant misrepresented to, and concealed
9 from, Plaintiff and the Class are material because a reasonable
10 consumer would have considered (and in fact did consider)
11 them to be important in deciding whether to purchase the
12 Product or pay a lesser price for it; and,
- 11 b. The lack of GLP-1 agonist content of the Product poses a
12 serious fitness consideration for consumers and affects the
13 central utility of the Product for its intended use in weight loss.

13 82. In failing to disclose that the Product was not a natural equivalent alternative to a
14 synthetic GLP-1 agonist medication, Defendant knowingly and intentionally concealed material
15 facts in violation of its duty to disclose.

16 83. Plaintiff and the Class members have suffered injury in fact and actual damages
17 resulting from Defendant's material misrepresentations and omissions, including purchasing a
18 Product they otherwise would not have purchased, paying more for the Product than they
19 otherwise would have paid, and being left with a Product of diminished value and utility because
20 it is not an natural equivalent alternative to a synthetic GLP-1 agonist medication.

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

24 85. Pursuant to Cal. Civ. Code § 1780(a) and (e), Plaintiff and the Class further seek
25 an order awarding (a) actual damages resulting from the purchase of the Product sold throughout
26
27
28

1 the Class Period to all Class Members; (b) punitive damages; (c) restitution; and (d) attorneys’
2 fees and costs.

3 86. Plaintiff provided statutory notice to Defendant of her claims pursuant to Cal. Civ.
4 Code § 1782, which Defendant received on April 30, 2026.

5
6
7 **COUNT III**
8 **Breach of the California’s Unfair Competition Law (“UCL”)**
9 **Cal. Bus. & Prof. Code §§ 1720-17210**
10 **(On behalf of the California Subclass)**

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

13 88. Plaintiff brings this claim on behalf of herself and on behalf of the California
14 Subclass.

15 89. The UCL proscribes acts of unfair competition, including “any unlawful, unfair or
16 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal.
17 Bus. & Prof. Code § 17200.

18 **Unfair Business Practices**

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

23 91. Defendant’s conduct, including, but not limited to, its false advertising scheme, is
24 unfair because it violated California’s public policy, including that which is legislatively declared
25 in the CLRA, requiring a manufacturer to ensure that goods it places on the market are of a
26 particular standard, quality, or grade. Defendant has failed to do this by placing the Product on
27 the market even though it is not a natural equivalent alternative to synthetic GLP-1 agonist
28 medication despite the Product being advertised as one.

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

- 3 a. Selling Plaintiff and the Class a Product that is not a natural
4 equivalent alternative to a synthetic GLP-1 agonist medication
5 despite it being claimed as one;
- 6 b. Failing to disclose that the Product is not a natural equivalent
7 alternative to a synthetic GLP-1 agonist medication, despite the
8 opportunity to do so in numerous locations that people in the
9 market for such products would be likely to encounter;
- 10 c. Failing to exercise adequate quality control and due diligence
11 over the Product before placing it on the market; and,
- 12 d. Failing to acknowledge the scope and severity of the
13 misrepresentation of the Product not being a natural equivalent
14 alternative to a synthetic GLP-1 agonist medication, which
15 poses serious concerns for consumers in the market for
16 products conducive weight loss.

17 93. The harm to Plaintiff and Class members outweighs any rationale for Defendant's
18 practices. There were alternative means of furthering Defendant's legitimate business interests
19 other than deceiving their customers.

20 **Fraudulent Business Practices**

21 94. Defendant's conduct is fraudulent in violation of the UCL.

22 95. Defendant's false advertising scheme alleged herein constitutes a fraudulent
23 business practice because Defendant made representations about the Product that were false and
24 misleading.

25 96. Specifically, Defendant's fraudulent acts include knowingly and intentionally
26 concealing from Plaintiff and the Class that the Product was not a natural equivalent alternative
27 to a synthetic GLP-1 agonist medication and falsely marketing and misrepresenting the Product
28 as being one when the Product did not contain a synthetic GLP-1 agonist.

97. Their statements are likely to deceive, and did deceive, Plaintiff and Class
members.

1 98. Defendant's misrepresentations and omissions alleged herein caused Plaintiff and
2 the Class to purchase the Product, or pay more than they would have.

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

7 100. Plaintiff and the Class seek appropriate relief under the UCL, including such
8 orders as may be necessary to: (a) enjoin Defendant from continuing its unlawful, unfair, and
9 fraudulent acts or practices and (b) restore Plaintiff and the Class any money Defendant acquired
10 by its unfair competition, including restitution. Plaintiff also seeks reasonable attorneys' fees and
11 expenses under applicable law.

12 **Unlawful Business Practices**

13 101. A business practice is unlawful under the UCL if it violates any other law or
14 regulation.

15 102. Defendant engaged in unlawful business practices by violating California's False
16 Advertising Law.

17 103. Defendant further engaged in unlawful business practices by violating the
18 Consumer Legal Remedies Act, by falsely representing that its supplement has characteristics
19 and benefits that it does not have, is fit for its intended use, and is of a particular standard,
20 quality, or grade.

21 104. Defendant's unlawful, unfair, and fraudulent business practices have unjustly
22 enriched Defendant at the expense of Plaintiff and Class members.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 25 a. For an order certifying the proposed Class and appointing
26 Plaintiff and Plaintiff's counsel to represent the Class;

- 1 b. For an order awarding Plaintiff and Class members actual,
2 statutory, punitive, and/or any other form of damages provided
3 by and pursuant to the statutes cited above;
- 4 c. For an order awarding Plaintiff and Class members restitution,
5 disgorgement and/or other equitable relief provided by and
6 pursuant to the statutes cited above or as the Court deems
7 proper;
- 8 d. For an order or orders requiring Defendant to adequately
9 disclose the efficacy and health benefits of the Product and
10 enjoining Defendant from misrepresenting that the Product is a
11 safer, natural, side effect free, alternative to GLP-1 agonist
12 medication and omitting accurate efficacy and health benefits
13 information;
- 14 e. For an order awarding Plaintiff and Class members pre-
15 judgment and post-judgment interest;
- 16 f. For an order awarding Plaintiff and Class members reasonable
17 attorneys' fees and costs of suit, including expert witness fees;
18 and,
- 19 g. For an order awarding such other and further relief as this Court
20 may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

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

24 DATED: June 8, 2026

25 Respectfully Submitted,

26 /s/ Robert Mackey

27 Robert Mackey, Esq.

28 CA Bar No.: 125961

LAW OFFICES OF ROBERT MACKEY

16320 Murphy Road

Sonora, CA 95370

Tel. (412) 370-9110

bobmackeyesq@aol.com

Matthew A. Smith, Esq.

CA Bar No.: 309392

MIGLIACCIO & RATHOD LLP

315 Montgomery Street, Suite 900

San Francisco, CA 94104

Tel. (202) 470-3520

msmith@classlawdc.com

Sara J. Watkins, Esq.*

ROBERT PEIRCE & ASSOCIATES, P.C.

437 Grant Street, Suite 1100

Pittsburgh, PA 15219

Tel. (412) 281-7229

swatkins@peircelaw.com

*Pro hac vice application forthcoming.

Attorneys for Plaintiff and Putative Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
