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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

**SAMUEL GARICA and SAMANTHA
KOTCHER on behalf of themselves
and all others similarly situated,**

Plaintiffs,

v.

LENNY & LARRY’S, LLC

Defendant.

CASE NO.: '24CV0569 DMS VET

CLASS ACTION

**COMPLAINT FOR DAMAGES,
EQUITABLE, DECLARATORY,
AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

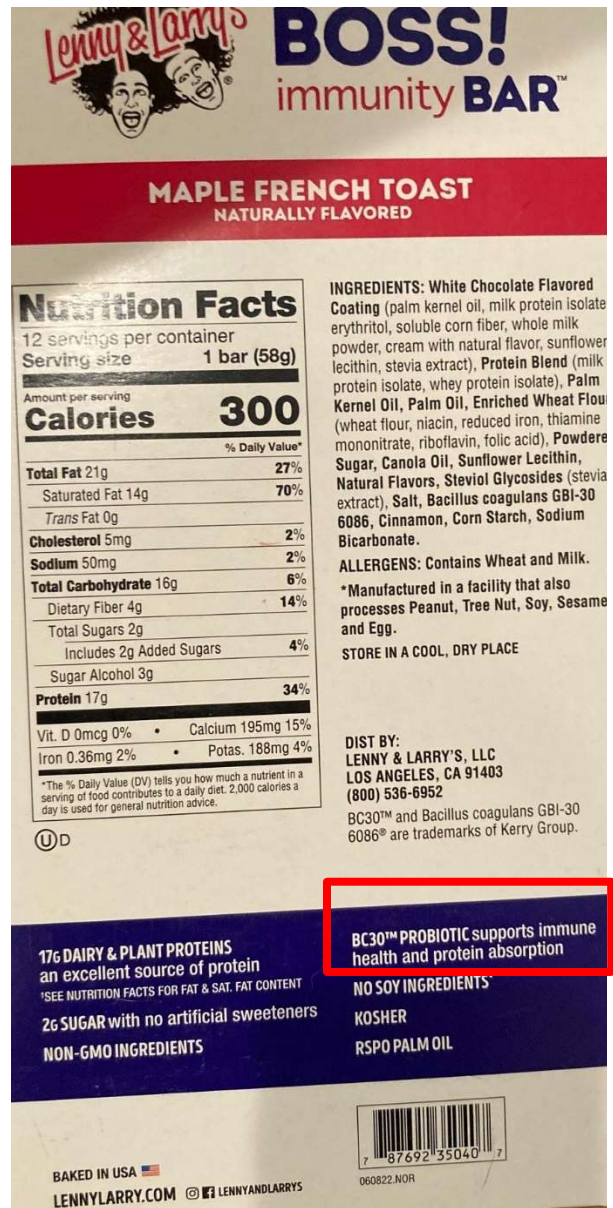
1 Plaintiffs Samuel Garcia and Samantha Kotcher (“Plaintiffs”), individually and
2 on behalf of themselves and all others similarly situated, bring this class action against
3 Defendant Lenny & Larry’s LLC (“Lenny & Larry” or “Defendant”) and on the basis
4 of personal knowledge, information and belief, and the investigation of counsel, allege
5 as follows:

6 **INTRODUCTION**

7
8 1. This is a proposed class action on behalf of a nationwide, California and
9 New York class (collectively, “Class”) of consumers seeking redress for Defendant’s
10 deceptive practices associated with the advertising, labeling and sale of its “Lenny &
11 Larry’s The Boss Immunity Bars” (“Product” or “Bars”).

12 2. The Product’s principal display panel characterizes it as an “Immunity”
13 bar that “SUPPORTS IMMUNE HEALTH.” This claim is referenced in conjunction
14 with “BC30 Probiotic” a highly renowned proprietary probiotic made by Ganeden, a
15 subsidiary of Kerry Group.¹ The inclusion of the BC30 Probiotic is also touted on the
16 back label of the Product in conjunction with the following claim, “BC30 Probiotic
17 supports immune health and protein absorption.” The claim “SUPPORTS IMMUNE
18 HEALTH” is repeated on the side-panel of the Product’s packaging as well as on the
19 front label of individual bars.
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28 ¹ GanedenBC30® (Bacillus coagulans GBI-30, 6086®)





3. Although labeled, marketed, advertised and sold as an “Immunity” Bar that contains “BC30 Probiotic,” “Supports Immune Health” and “Supports Protein Absorption,” in truth, the Product does not contain enough BC30 Probiotic to support any of these claims, nor merits inclusion of the BC30 Probiotic logo.

4. BC30 is a highly refined proprietary spore-forming probiotic that was designed to remain viable throughout most manufacturing processes, making it an attractive choice for the fortification of foods and beverages. Its efficacy has been widely studied – the subject of no less than 25 scientific research papers, the findings of which underly the contention that BC30 “May Help: (1) Support digestive health, (2) Support immune health and/or (3) Support protein utilization.” The BC30 brand is widely recognized by consumers as promoting digestive health making it a valued addition to any product wishing to advance these claims.

5. To make these claims, however, food products must contain a minimum of 500 million colony forming units of BC30, without which, these claims are not supported and cannot be truthfully made.

6. Plaintiffs conducted multiple analytical tests confirming that the BC30 probiotic counts in Lenny & Larry Products fall materially short of the minimum bacterial colony forming units necessary to substantiate and truthfully assert any of the above referenced claims or include the BC30 logo on the Product label.

1 7. Throughout the applicable class periods, Defendant has falsely portrayed
2 its Product as an Immunity bar. Its failure to include certain minimum amounts of
3 BC30 in the formulation of its Product renders claims that the Bar supports immune
4 health and protein absorption false, misleading and deceptive. As a result of this false
5 and misleading labeling, Defendant was able to sell these Products to hundreds of
6 thousands of unsuspecting consumers throughout California, New York and the
7 United States.

8 8. Plaintiffs allege Defendant's conduct is in breach of warranty, violates
9 California's Business and Professions Code § 17200, *et. seq.*, California's Business &
10 Professions Code § 17500, *et. seq.*, California Civil Code § 1750, *et seq.*, N.Y. GEN.
11 BUS. LAW § 349 et seq., N.Y. GEN. BUS. LAW § 350 et seq., and is otherwise
12 grounds for restitution on the basis of quasi-contract/unjust enrichment.

13 14 JURISDICTION AND VENUE

15 9. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2).
16 Diversity jurisdiction exists as Plaintiff Garcia is a resident of San Diego, California,
17 Plaintiff Kotcher is a resident of New York, New York, and Defendant Lenny &
18 Larry, LLC is a Delaware corporation with its principal place of business in Los
19 Angeles, California. The amount in controversy exceeds \$5,000,000 for the Plaintiffs
20 and members of the Class collectively, exclusive of interest and costs, by virtue of the
21 combined purchase prices paid by Plaintiffs and members of the putative Class, and
22 the profits reaped by Defendant from its transactions with Plaintiffs and the Class, as a
23 direct and proximate result of the wrongful conduct alleged herein, and by virtue of
24 the injunctive and equitable relief sought.

25 10. Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391
26 because a substantial portion of the underlying transactions and events complained of
27 occurred and affected persons and entities located in this judicial district, and
28

1 Defendant has received substantial compensation from such transactions and business
2 activity in this judicial district.

3
4 **PARTIES**

5 11. Plaintiff Samuel Garcia is a resident of San Diego, California.

6 12. Mr. Garcia purchased Immunity Bar Products on at least three occasions
7 in 2023 from retail locations in San Diego such as Chevron, 7-11 and Walmart.

8 13. Mr. Garcia believed the representations on the Products’ principal display
9 panels – specifically that he was purchasing and receiving a product that contained
10 viable BC30 probiotics in a sufficient amount to support “immune health” and
11 “protein absorption.”

12 14. Mr. Garcia specifically purchased the Product for its probiotic content
13 and promise that it supports “immune health” and “protein absorption.”

14 15. Mr. Garcia believed that Defendant lawfully marketed and sold the
15 Product.

16 16. Mr. Garcia relied on Defendant’s labeling and was misled thereby.

17 17. Mr. Garcia would not have purchased the Product, or would have
18 purchased the Product on different terms had he known the truth about its contents.

19 18. Mr. Garcia was injured in fact and lost money as a result of Defendant’s
20 improper conduct.

21 19. If Mr. Garcia has occasion to believe that Defendant’s marketing and
22 labeling is truthful, non-misleading, and lawful, he would purchase the Product in the
23 future.

24 20. Plaintiff Samantha Kotcher is a resident of New York, New York.

25 21. Ms. Kotcher purchased Immunity Bars several times in the summer of
26 2023 from various retail markets in Manhattan and at least once at a retail location in
27 John F. Kennedy International Airport.

1 22. Ms. Kotcher believed the representations on the Product’s principal
2 display panels -- specifically that she was purchasing and receiving a product
3 containing viable BC30 probiotics in a sufficient amount to support “immune health”
4 and “protein absorption.”

5 23. Ms. Kotcher specifically purchased the Product for its probiotic content
6 and promise that it supports “immune health” and “protein absorption.”

7 24. Ms. Kotcher believed that Defendant lawfully marketed and sold the
8 Product.

9 25. Ms. Kotcher relied on Defendant’s labeling and was misled thereby.

10 26. Ms. Kotcher would not have purchased the Product, or would have
11 purchased the Product on different terms had she known the truth about their contents.

12 27. Ms. Kotcher was injured in fact and lost money as a result of Defendant’s
13 improper conduct.

14 28. If Ms. Kotcher has occasion to believe that Defendant’s marketing and
15 labeling is truthful, non-misleading, and lawful, she would purchase the Product in the
16 future.

17 29. Defendant Lenny & Larry, LLC., manufactures, markets and sells
18 “healthful” snack alternatives in the form of cookies and bars made with plant
19 proteins, that claim to be non-gmo, free of soy and artificial sweeteners. Among their
20 offerings, Defendant manufactures and sells “Boss Immunity Bars” the Product at
21 issue in this litigation. The Bars are sold across a variety of retail segments including
22 supermarkets, convenience stores and mass merchants. Lenny & Larry, LLC is a
23 Delaware corporation that maintains its principal place of business in Los Angeles,
24 California.

ALLEGATIONS

A. HEALTH RELATED PROBIOTIC CLAIMS ARE HIGHLY MATERIAL TO REASONABLE CONSUMERS

30. “Probiotics are live microorganisms that are intended to have health benefits when consumed or applied to the body.”² They are often referred to as good bacteria in the gut which compete with bad bacteria to support the body in establishing optimal digestion and aid immune function.³

31. Critically, for a probiotic to be effective, it must be: (a) alive when ingested, and (b) a strain that has been clinically studied and proven to provide the particular sought after benefits. Probiotic doses are measured in terms of colony forming units (“CFUs”), which represent the number of live and active microorganisms in one serving of a probiotic. Probiotics are identified by their specific strain, which includes the genus, the species, and the subspecies. Through this identification process specific strains can be linked with their specific effects.⁴

32. As a result of shifting dietary preferences toward healthier foods coupled with rising consumer awareness about digestive health products, probiotics as well as food/drink with probiotic content have become increasingly popular.⁵

² *Probiotics: What You Need to Know*, National Center for Complementary and Integrative Health, U.S. Department of Health and Human Services. Available at <https://www.nccih.nih.gov/health/probiotics-what-you-need-to-know> (last visited March 25, 2024).

³ *An Introduction to Probiotics*, Mayo Clinic Health System, July 13, 2022. Available at <https://www.mayoclinichealthsystem.org/hometown-health/speaking-of-health/an-introduction-to-probiotics> (last visited March 25, 2024).

⁴ Goldman, E. (Ed.), Green, L. (Ed.). (2015). *Practical Handbook of Microbiology*, Third Edition. Boca Raton: CRC Press. A colony forming unit, or CFU, is a measurement of viable microbial cells that are capable of replicating on agar plates and forming colonies which are then counted.

⁵ Grand View Research, Probiotics Market Size, Share & Trends Analysis Report By Product (Food & Beverages, Dietary Supplements), By Ingredient (Bacteria, Yeast), By Distribution Channel, By End-use, By Region, And Segment Forecasts, 2023 –

1 33. Most recently, "a range of factors have driven the continuing growth in
2 demand for gut health solutions generally, and for probiotics in particular.
3 Demographic changes such as population aging and lifestyle choices have increased
4 the prevalence of digestive disorders, while the pandemic has accelerated the shift
5 towards more proactive approaches to health. As a result, consumers want to see
6 functional ingredients in their favorite food and beverage products, and they're
7 increasingly well educated about the role of probiotics and their ability to support both
8 digestive health and overall wellness."⁶

9 34. As a result, the global market for probiotics is expected to reach \$220
10 billion by 2030 up from an estimated 77 billion in 2022.⁷

11 35. In a global survey of more than 15,000 consumers, more than 75%
12 indicated that they were familiar with probiotics and when asked why they consume
13 food products with probiotics, the most popular answers were to promote gut and
14 immune health.⁸ The majority said they consumed foods with probiotics to improve
15 their intestinal tract, improve intestinal flora, and to improve their immune system.

16 _____
17 2030. Available at [https://www.grandviewresearch.com/industry-analysis/probiotics-](https://www.grandviewresearch.com/industry-analysis/probiotics-market)
18 market (last visited March 20, 2023).

19 ⁶ Nutra Ingredients USA, *Survey: 1 in 4 global consumers used probiotics in last six*
20 *months*, August 12, 2021. Available at [https://www.nutraingredients-](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months)
21 [usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months)
22 [6-months](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months) (last visited March 20, 2024)

22 ⁷ Grand View Research, *Probiotics Market Size To Reach \$220.14 Billion By 2030,*
23 *August 2023.* Available at [https://www.grandviewresearch.com/press-release/global-](https://www.grandviewresearch.com/press-release/global-probiotics-market)
24 [probiotics-market](https://www.grandviewresearch.com/press-release/global-probiotics-market) (last visited March 25, 2024).

25 ⁸ *How much do consumers know about probiotics in food?*, February 28, 2022, Food
26 Navigator Europe. Available at
27 [https://www.foodnavigator.com/Article/2022/02/28/How-much-do-consumers-know-](https://www.foodnavigator.com/Article/2022/02/28/How-much-do-consumers-know-about-probiotics-in-food#:~:text=When%20asked%20how%20familiar%20respondents,were%20not%20familiar%20at%20all)
28 [about-probiotics-in-](https://www.foodnavigator.com/Article/2022/02/28/How-much-do-consumers-know-about-probiotics-in-food#:~:text=When%20asked%20how%20familiar%20respondents,were%20not%20familiar%20at%20all)
[food#:~:text=When%20asked%20how%20familiar%20respondents,were%20not%20familiar%20at%20all](https://www.foodnavigator.com/Article/2022/02/28/How-much-do-consumers-know-about-probiotics-in-food#:~:text=When%20asked%20how%20familiar%20respondents,were%20not%20familiar%20at%20all) (last visited March 20, 2024)

1 The majority also said the “most preferred media for learning more is via product
2 packaging.” *Id.*

3 36. Consumers would most commonly know if a product contains probiotics
4 based on specific product labels. Indeed 75% of consumers would understand the
5 product contained probiotics based on label claims that state the product “contains
6 probiotics” and “supports digestive health.”⁹

7 37. According to a separate survey of 13,000 consumers conducted by the
8 manufacturer of BC30, the same probiotic at issue in this litigation, the probiotic
9 benefits of BC30 are “well recognized” by consumers. “Respondents were shown the
10 BC30 logo and an image of products in which it can be found. When asked which
11 benefits they perceived BC30 to deliver, 45% chose digestive health and 45% chose
12 immune support. After being provided with more information regarding BC30, 80%
13 found its communicated benefits to be believable.”¹⁰

14 **B. BC30 PROBIOTIC**

15
16 38. According to its manufacturer, Ganeden, BC30TM (*Bacillus*
17 *coagulans* GBI-30, 6086) is a natural, science backed probiotic ingredient used by
18 more than 1000 product manufacturers to create functional food, beverage, and
19 companion animal products. Backed by over 25 published papers, research shows
20 BC30 can help support digestive health, immune health, and may support protein
21

22 ⁹ *IFIC Survey: Consumer Insights on Gut Health and Probiotics*, April 13, 2022.
23 Available at <https://foodinsight.org/consumer-insights-on-gut-health-and-probiotics/>
24 (last visited March 2024)

25 ¹⁰ Nutra Ingredients USA, *Survey: 1 in 4 global consumers used probiotics in last six*
26 *months*, August 12, 2021. Available at [https://www.nutraingredients-](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months)
27 [usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months)
28 [6-months](https://www.nutraingredients-usa.com/Article/2021/08/12/Survey-1-in-4-global-consumers-used-probiotics-in-last-6-months) (last visited March 20, 2024).

1 absorption. With a 3-year shelf life, “BC30 delivers on building trust and consumer
2 awareness, while providing the safe and efficacious health benefits people want
3 most.”¹¹

4 39. To all its down-line product manufacturers such as Lenny & Larry,
5 Ganeden provides a BC30 Probiotic Brand Guide (“Guide”) in order to ensure proper
6 use of BC30 logo and truthful messaging of related structure-function claims.¹² The
7 Guide provides references to a variety of scientific studies that underly the three
8 principal benefits of BC30, specifically those related to immune health, digestive
9 health and protein absorption. The Guide states that, when appropriate, manufacturers
10 using BC30 may communicate to consumers that, “Research Shows GanedenBC May
11 Help Support Immune Health and/or “Support Protein Utilization.” *Id.* The Guide
12 also provides minimum inclusion rates necessary to substantiate such claims.

13
14 **The research supporting GanedenBC30 is based on specific and**
15 **consistent CFU¹³ inclusion levels. All products making digestive**
16 **health or protein utilization benefits must include 1 billion CFU**
17 **per daily serving. All products making immune health or probiotic**
18 **claims must include 500 million CFU per daily serving. At the very**
19 **minimum, all products should include 500 million CFU for**
20 **probiotic benefits even if no claims are being made.**

21
22 ¹¹ *About BC30*. Available at <https://bc30probiotic.com/about-us/> (last visited March
23 20, 2024)

24 ¹² BC30 Probiotic Brand Guide, [https://bc30probiotic.com/wp-](https://bc30probiotic.com/wp-content/uploads/2021/02/GanedenBC30-Brand-Guidelines-February2021.pdf)
25 [content/uploads/2021/02/GanedenBC30-Brand-Guidelines-February2021.pdf](https://bc30probiotic.com/wp-content/uploads/2021/02/GanedenBC30-Brand-Guidelines-February2021.pdf), (last
26 visited March 20, 2024)

27 ¹³ “A colony forming unit, or CFU, is a measurement of viable microbial cells that are
28 capable of replicating on agar plates and forming colonies which are then counted.
*FDA Policy Regarding Quantitative Labeling of Dietary Supplements Containing Live
Microbials: Guidance for Industry*. Available at
<https://www.fda.gov/media/115730/download> (last visited March 20, 2024).

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40. The BC30 Product Guide makes the following clear:

- a. References to BC30’s effect on the structure/function of the human body (*e.g.*, immune health or protein absorption) are conditional (*i.e.*, **May Help Support**) as opposed to definitive (*i.e.*, **Supports**);
- b. The minimum threshold CFU necessary to make a Protein Absorption Claim is **1 Billion CFU**;
- c. The minimum threshold CFU necessary to make an Immune Health claim is **500 Million CFU**;
- d. The minimum threshold CFU necessary for any product touting the inclusion of BC30, even in the absence of other claims, is **500 Million CFU**.

C. PLAINTIFFS’ ANALYTICAL TESTING REVEAL THAT PRODUCTS DO NOT CONTAIN SUFFICIENT AMOUNTS OF BC30 TO SUPPORT EITHER STRUCTURE FUNCTION CLAIM, NOR MEET THE MINIMUM EFFICACY REQUIREMENTS TO ADVERTISE INCLUSION OF BC30 IN THE PRODUCT AS ESTABLISHED BY THE MANUFACTURER

41. Plaintiffs conducted analytical tests on multiple samples of multiple lots of Lenny & Larry Products, the results of which indicate that the amount of BC30 in the Products are consistently and materially below 500 million CFU, rendering the label claims “Supports Immune Health” and “Supports Protein Absorption,” false and misleading. The failure to include a minimum of 500 million CFU also fails the manufacture’s minimum requirement to make any kind of BC30 representation at all, further rendering Defendant’s label false, misleading and deceptive.¹⁴

¹⁴ Testing was conducted on multiple lots. Each test was conducted in compliance with 21 C.F.R. §101.9 (g)(2) and the Guide. In each instance the BC30 CFU count was below 200 million CFU. Per the BC30 Manufacturer Guide, “[a]ll products must be 3rd party tested to ensure appropriate viability. This can be performed by the customer using the GanedenBC30 enumeration protocol as published in the USP FCC or via a validated third party lab.”

1
2 **D. THE FEDERAL FOOD DRUG & COSMETIC ACT AND**
3 **CALIFORNIA’S SHERMAN FOOD, DRUG AND COSMETIC LAW**

4 42. The Federal Food, Drug & Cosmetic Act (“FDCA”) broadly regulates
5 the sale of food and Products to the consuming public. 21 U.S.C §301. It was
6 promulgated in significant part to prevent consumer deception and was principally
7 implemented through the creation of a uniform system of labeling on which
8 consumers could rely to make informed purchasing decisions.

9 43. Fundamental to its core purpose – the FDCA broadly prohibits the
10 misbranding or adulteration of any food. Generally, a food is misbranded if, among
11 other things, its labeling is false or misleading. 21 U.S.C. §343(a)(1).¹⁵ Moreover, a
12 food is adulterated if any valuable constituent has been in whole or in part omitted or
13 abstracted therefrom. 21 U.S.C. §342(b)(1).

14 44. California’s Sherman Food, Drug and Cosmetic Law (“Sherman Law”),
15 which adopts the FDCA in its entirety (§110065), identically provides that, “[a]ny
16 food is misbranded if its labeling is false or misleading in any particular” (§110660)
17 and that “any food is adulterated if any valuable constituent has been in whole or in
18 part omitted or abstracted therefrom (§110585(a)). California Health & Safety Code,
19 Division 104, Part 5.

20 45. As detailed above, Lenny & Larry’s failure to include sufficient amounts
21 of BC30 in their Product while making claims about immune health and protein
22 absorption renders the Product misbranded and adulterated under the FDCA and
23 Sherman Law, and independently gives rise to the state law causes of action alleged
24 herein.

25
26 ¹⁵ California’s Sherman Food, Drug and Cosmetic Law (“Sherman Law”), which
27 adopts the FDCA in its entirety, identically provides that, “[a]ny food is misbranded if
28 its labeling is false or misleading in any particular.” California Health & Safety Code,
Article 6, §110660.

1 46. Not only has Defendant violated the clear letter of the FDCA and
2 Sherman Law, but it has separately acted to deceive and mislead consumers into
3 purchasing products with qualities and attributes that they simply did not have in
4 violation of the state laws alleged herein.

5
6
7 **ECONOMIC INJURY**

8 47. Plaintiffs sought to buy products that were lawfully labeled, marketed
9 and sold.

10 48. Plaintiffs saw and relied on Defendant's misleading labeling of its
11 Products.

12 49. Plaintiffs believed that the Products purchased contained enough BC30
13 Probiotics to support the basic efficacy claim along with the structure-function claims
14 made on the Product's packaging – "Supports Immune Health" and "Supports Protein
15 Absorption."

16 50. Plaintiffs believed that the Products were lawfully marketed and sold.

17 51. Plaintiffs received Products that were unlawfully marketed and sold.

18 52. In reliance on the claims made by Defendant regarding the qualities of its
19 Products, Plaintiffs paid a price premium.

20 53. As a result of their reliance on Defendant's misrepresentations, Plaintiffs
21 received Products that lacked the promised ingredients which they reasonably
22 believed they contained.

23 54. Plaintiffs lost money and thereby suffered injury as they would not have
24 purchased these Products and/or paid as much for them absent the misrepresentation.

25 55. Defendant knows that the inclusion of probiotics in general, and BC30 in
26 specific, are material to consumers' purchasing decisions.

1 56. Plaintiffs altered their positions to their detriment and suffered damages
2 in an amount equal to the amounts they paid for the Products they purchased, and/or in
3 additional amounts attributable to the deception.

4 57. By engaging in the false and deceptive conduct alleged herein Defendant
5 reaped, and continues to reap financial benefits in the form of sales and profits from
6 its Products.

7 58. Plaintiffs, however, would be willing to purchase Lenny & Larry
8 Products again in the future should they be able to rely on Defendant's marketing as
9 truthful and non-deceptive.

10 **CLASS ACTION ALLEGATIONS**

11 59. Plaintiffs bring this action on behalf of themselves and on behalf of
12 classes of all others similarly situated consumers defined as follows:

- 13 a. **National:** All persons in the United States who purchased Class
14 Products in the United States during the Class Period.
15 b. **California:** All persons in California who purchased the Class
16 Products in California during the Class Period.
17 c. **New York:** All persons in New York who purchased the Class
18 Products in New York during the Class Period.
19 d. **Class Period** is the maximum time allowable as determined by the
20 statute of limitation periods accompanying each cause of action.

21 60. Plaintiffs bring this Class pursuant to Federal Rule of Civil Procedure
22 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(c)(4).

23 61. Excluded from the Classes are: (i) Defendant and its employees,
24 principals, affiliated entities, legal representatives, successors and assigns; and (ii) the
25 judges to whom this action is assigned.

26 62. Upon information and belief, there are tens of thousands of members of
27 the Class. Therefore, individual joinder of all members of the Class would be
28 impracticable.

1 63. There is a well-defined community of interest in the questions of law and
2 fact affecting the parties represented in this action.

3 64. Common questions of law or fact exist as to all members of the Class.
4 These questions predominate over the questions affecting only individual Class
5 members. These common legal or factual questions include but are not limited to:

- 6 a. Whether Defendant marketed, packaged, or sold the Class
7 Products to Plaintiff and those similarly situated using false,
8 misleading, or deceptive statements or representations;
- 9 b. Whether Defendant omitted or misrepresented material facts
10 in connection with the sales of its Products;
- 11 c. Whether Defendant participated in and pursued the common
12 course of conduct complained of herein;
- 13 d. Whether Defendant has been unjustly enriched as a result of
14 its unlawful business practices;
- 15 e. Whether Defendant's actions violate the Unfair Competition
16 Law, Cal. Bus. & Prof. Code §§17200, *et seq.* (the "UCL");
- 17 f. Whether Defendant's actions violate the False Advertising
18 Law, Cal. Bus. & Prof. Code §§17500, *et seq.* (the "FAL");
- 19 g. Whether Defendant's actions violate the Consumers Legal
20 Remedies Act, Cal. Civ. Code §§1750, *et seq.* (the "CLRA");
- 21 h. Whether Defendant's actions violate N.Y. GEN. BUS. LAW
22 § 349 *et seq.*;
- 23 i. Whether Defendant's actions violate N.Y. GEN. BUS. LAW
24 § 350 *et seq.*;
- 25 j. Whether Defendant should be enjoined from continuing the
26 above-described practices;
- 27 k. Whether Plaintiffs and members of the Class are entitled to
28 declaratory relief; and

1 1. Whether Defendant should be required to make restitution,
2 disgorge profits, reimburse losses, and pay damages as a
3 result of the above-described practices.

4 65. Plaintiffs' claims are typical of the claims of the Class, in that Plaintiffs
5 were consumers who purchased Defendant's Products. Plaintiffs are no different in
6 any relevant respect from any other Class member who purchased the Products, and
7 the relief sought is common to the Class.

8 66. Plaintiffs are adequate representatives of the Class because their interests
9 do not conflict with the interests of the members of the Class they seek to represent,
10 and they have retained counsel competent and experienced in conducting complex
11 class action litigation. Plaintiffs and their counsel will adequately protect the interests
12 of the Class.

13 67. A class action is superior to other available means for the fair and
14 efficient adjudication of this dispute. The damages suffered by each individual Class
15 member likely will be relatively small, especially given the relatively small cost of the
16 Products at issue and the burden and expense of individual prosecution of the complex
17 litigation necessitated by Defendant's conduct. Thus, it would be virtually impossible
18 for members of the Class individually to effectively redress the wrongs done to them.
19 Moreover, even if members of the Class could afford individual actions, it would still
20 not be preferable to class-wide litigation. Individualized actions present the potential
21 for inconsistent or contradictory judgments. By contrast, a class action presents far
22 fewer management difficulties and provides the benefits of single adjudication,
23 economies of scale, and comprehensive supervision by a single court.

24 68. In the alternative, the Class may be certified because Defendant has acted
25 or refused to act on grounds generally applicable to the Class, thereby making
26 appropriate preliminary and final equitable relief with respect to each Class.

27 69. The requirements for maintaining a class action pursuant to Rule 23(b)(2)
28 are also met, as Defendant has acted or refused to act on grounds generally applicable

1 to the Class, thereby making appropriate final injunctive relief or corresponding
2 declaratory relief with respect to the Class as a whole.

3
4 **FIRST CAUSE OF ACTION**
5 **(Breach of Express Warranty)**

6 70. Plaintiffs incorporate each and every allegation contained in the
7 paragraphs above as if restated herein.

8 71. Plaintiffs' express warranty claims are based on violations of N.Y. CLS
9 UCC § 2-313 and § 2-607 and Cal. Com. Code §2313. Defendant was afforded
10 reasonable notice of this claim in advance of the filing of this complaint.

11 72. Defendant made express warranties to Plaintiffs and members of the
12 Class that the Products they purchased contained BC30 in an amount sufficient to: (1)
13 meet minimum efficacy standards per the manufacturer's requirements; (2) truthfully
14 represent that the Product "supports immune health;" (3) truthfully represent that the
15 Product "supports protein absorption;" and (4) truthfully represent that the Product is
16 an Immunity bar.

17 73. The express warranties made to Plaintiffs and members of the Class appear
18 on every Product label. This warranty regarding the nature of the Product marketed by
19 Defendant specifically relates to the goods being purchased and became the basis of the
20 bargain.

21 74. Plaintiffs and the Class purchased the Products in the belief that they
22 conformed to the express warranties that were made on the Products' labels.

23 75. Defendant breached the express warranties made to Plaintiffs and members
24 of the Class by failing to supply goods that conformed to the warranties it made. As a
25 result, Plaintiffs and members of the Class suffered injury and deserve to be
26 compensated for the damages they suffered.

27 76. Plaintiffs and the members of the Class paid money for the Products.
28 However, Plaintiffs and the members of the Class did not obtain the full value of the

1 advertised Products. If Plaintiffs and other members of the Class had known of the true
2 nature of the Products, they would not have purchased them or paid less for them.
3 Accordingly, Plaintiffs and members of the Class have suffered injury in fact and lost
4 money or property as a result of Defendant’s wrongful conduct.

5 77. Plaintiffs and the Class are therefore entitled to recover damages, punitive
6 damages, equitable relief such as restitution and disgorgement of profits, and
7 declaratory and injunctive relief.

8
9 **SECOND CAUSE OF ACTION**
10 **(“Unlawful” Business Practices in Violation of**
11 **The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§17200, *et seq.*)**
12 **By Plaintiff Garcia on Behalf of the California Subclass**

13 78. Plaintiff Garcia incorporates each and every allegation contained in the
14 paragraphs above as if restated herein.

15 79. The UCL defines unfair business competition to include any “unlawful,
16 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
17 misleading” advertising. Cal. Bus. Prof. Code §17200.

18 80. A business act or practice is “unlawful” if it violates any established state
19 or federal law.

20 81. Defendant’s acts, omissions, misrepresentations, practices, and/or non-
21 disclosures concerning the Products alleged herein, constitute “unlawful” business
22 acts and practices in that they violate the Federal Food, Drug, and Cosmetic Act, 21
23 U.S.C. §§301, *et seq.* and its implementing regulations, including, at least, the
24 following sections:

- 25 a. 21 U.S.C. §343(a), which deems food misbranded when its
26 labeling contains a statement that is false or misleading in any
27 particular;

1 b. 21 U.S.C. §342(b)(1), which deems a food adulterated if any
2 valuable constituent has been in whole or in part omitted or
3 abstracted therefrom.

4 c. 21 U.S.C. §§331 and 333, which prohibits the introduction of
5 misbranded foods into interstate commerce.

6 82. California's Sherman Food, Drug, and Cosmetic Law ("Sherman Law"),
7 Cal. Health & Safety Code §109875 *et seq.*, broadly prohibits the misbranding of food.
8 Cal. Health & Safety Code §110765; *See, also* Cal. Health & Safety Code §110660
9 ("Any food is misbranded if its labeling is false or misleading in any particular."). Cal.
10 Health & Safety Code §110585(a) ("any food is adulterated if any valuable constituent
11 has been in whole or in part omitted or abstracted therefrom).

12 83. The Sherman Law incorporates all food labeling regulations and any
13 amendments to those regulations adopted pursuant to the Food, Drug, and Cosmetic Act
14 of 1938 as the food labeling regulations of California. Cal. Health & Safety Code
15 §110665.

16 84. As described in detail above, by failing to label the Products in a manner
17 that accurately represents its contents, Defendant generally violates 21 U.S.C.
18 §343(a)(1) ("a food shall be deemed to be misbranded if its labeling is false or
19 misleading in any particular") and Cal. Health & Safety Code §110585(a) ("any food is
20 adulterated if any valuable constituent has been in whole or in part omitted or abstracted
21 therefrom) as incorporated by California's Sherman Law. Independently, by
22 mislabeling the Products, Defendant violates Cal. Health & Safety Code § 110660 ("any
23 food is misbranded if its labeling is false or misleading in any particular.")

24 85. Defendant violated and continues to violate the Sherman Law and
25 therefore continues to violate the "unlawful" prong of the UCL through the false
26 labeling of its Product.

27 86. Defendant's identical conduct that violates the Sherman Law, also violates
28 FDCA §403(a)(1), 21 U.S.C. §343(a)(1), which declares food misbranded under federal

1 law if its “labeling is false and misleading in any particular” and 21 U.S.C. §342(b)(1),
2 which deems a food adulterated “if any valuable constituent has been in whole or in
3 part omitted or abstracted therefrom.” This identical conduct serves as the sole factual
4 basis of each cause of action brought by this Complaint, and Plaintiff does not seek to
5 enforce any of the state law claims to impose any standard of conduct that exceeds that
6 which would violate FDCA.

7 87. By committing the unlawful acts and practices alleged above, Defendant
8 has engaged, and continues to be engaged, in unlawful business practices within the
9 meaning of California Business and Professions Code §§17200, *et seq.*

10 88. Through its unlawful acts and practices, Defendant has obtained, and
11 continues to unfairly obtain, money from members of the Class. As such, Plaintiff
12 requests that this Court cause Defendant to restore this money to Plaintiff and all
13 members of the Class, to disgorge the profits Defendant made on these transactions,
14 and to enjoin Defendant from continuing to violate the Unfair Competition Law or
15 violating it in the same fashion in the future. Otherwise, the Class may be irreparably
16 harmed and denied an effective and complete remedy if such an order is not granted.

17
18 **THIRD CAUSE OF ACTION**
19 **(“Unfair” Business Practices in Violation of**
20 **The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**
21 **By Plaintiff Garcia on Behalf of the California Subclass**

22 89. Plaintiff Garcia incorporates each and every allegation contained in the
23 paragraphs above as if restated herein.

24 90. The UCL defines unfair business competition to include any “unlawful,
25 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
26 misleading” advertising. Cal. Bus. Prof. Code §17200.

1 91. A business act or practice is “unfair” under the Unfair Competition Law if
2 the reasons, justifications and motives of the alleged wrongdoer are outweighed by the
3 gravity of the harm to the alleged victims.

4 92. Defendant has violated, and continues to violate, the “unfair” prong of the
5 UCL through its misleading description of the Products. The gravity of the harm to
6 members of the Class resulting from such unfair acts and practices outweighs any
7 conceivable reasons, justifications, or motives of Defendant for engaging in such
8 deceptive acts and practices. By committing the acts and practices alleged above,
9 Defendant had engaged, and continued to engage, in unfair business practices within
10 the meaning of California Business and Professions Code §§ 17200, *et seq.*

11 93. Through its unfair acts and practices, Defendant obtained, and continued
12 to unfairly obtain, money from members of the Class. As such, Plaintiff has been injured
13 and requests that this Court cause Defendant to restore this money to Plaintiff and the
14 members of the Class, to disgorge the profits Defendant had made on its Products, and
15 to enjoin Defendant from continuing to violate the Unfair Competition Law or violating
16 it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and
17 denied an effective and complete remedy if such an Order is not granted.

18
19 **FOURTH CAUSE OF ACTION**

20 **(“Fraudulent” Business Practices in Violation of**
21 **The Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*)**
22 **By Plaintiff Garcia on Behalf of the California Subclass**

23 94. Plaintiff Garcia incorporates each and every allegation contained in the
24 paragraphs above as if restated herein.

25 95. The UCL defines unfair business competition to include any “unlawful,
26 unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or
27 misleading” advertising. Cal. Bus. & Prof. Code § 17200.
28

1 96. A business act or practice is “fraudulent” under the Unfair Competition
2 Law if it actually deceives or is likely to deceive members of the consuming public.

3 97. Defendant’s acts and practices of mislabeling its Products in a manner to
4 suggest they principally contained their characterizing ingredients.

5 98. As a result of the conduct described above, Defendant has been, and will
6 continue to be, unjustly enriched at the expense of Plaintiff and members of the
7 proposed Class. Specifically, Defendant has been unjustly enriched by the profits they
8 have obtained from Plaintiff and the Class from the purchases of their Products.

9 99. Through its fraudulent acts and practices, Defendant has improperly
10 obtained, and continues to improperly obtain, money from members of the Class. As
11 such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff
12 and the Class, to disgorge the profits Defendant has made, and to enjoin Defendant from
13 continuing to violate the Unfair Competition Law or violating it in the same fashion in
14 the future. Otherwise, the Class may be irreparably harmed and denied an effective and
15 complete remedy if such an Order is not granted.

16
17 **FIFTH CAUSE OF ACTION**
18 **(False Advertising in Violation of**
19 **California Business & Professions Code §§ 17500, *et seq.*)**
20 **By Plaintiff Garcia on Behalf of the California Subclass**

21 100. Plaintiff Garcia incorporates each and every allegation contained in the
22 paragraphs above as if restated herein.

23 101. Defendant uses advertising and packaging to sell its Products. Defendant
24 disseminates advertising regarding its Products which by its very nature is deceptive,
25 untrue, or misleading within the meaning of California Business & Professions Code
26 §§17500, *et seq.* because those advertising statements contained on the labels are
27 misleading and likely to deceive, and continue to deceive, members of the putative Class
28 and the general public.

1 102. In making and disseminating the statements alleged herein, Defendant
2 knew or should have known that the statements were untrue or misleading, and acted in
3 violation of California Business & Professions Code §§17500, *et seq.*

4 103. The misrepresentations and non-disclosures by Defendant of the material
5 facts detailed above constitute false and misleading advertising and therefore constitute
6 a violation of California Business & Professions Code §§17500, *et seq.*

7 104. Through its deceptive acts and practices, Defendant has improperly and
8 illegally obtained money from Plaintiff and the members of the Class. As such, Plaintiff
9 requests that this Court cause Defendant to restore this money to Plaintiff and the
10 members of the Class, and to enjoin Defendant from continuing to violate California
11 Business & Professions Code §§17500, *et seq.*, as discussed above. Otherwise, Plaintiff
12 and those similarly situated will continue to be harmed by Defendant’s false and/or
13 misleading advertising.

14 105. Pursuant to California Business & Professions Code §17535, Plaintiff
15 seeks an Order of this Court ordering Defendant to fully disclose the true nature of its
16 misrepresentations. Plaintiff additionally requests an Order: (1) requiring Defendant to
17 disgorge its ill-gotten gains, (2) award full restitution of all monies wrongfully acquired
18 by Defendant and (3), interest and attorneys’ fees. Plaintiff and the Class may be
19 irreparably harmed and denied an effective and complete remedy if such an Order is not
20 granted.

21 **SIXTH CAUSE OF ACTION**
22 **(Violation of the Consumers Legal Remedies Act,**
23 **California Civil Code §§ 1750, *et seq.*)**
24 **By Plaintiff Garcia on Behalf of the California Subclass**

25 106. Plaintiff Garcia incorporates each and every allegation contained in the
26 paragraphs above as if restated herein.

27 107. This cause of action is brought pursuant to the Consumers Legal Remedies
28 Act, California Civil Code §§1750, *et seq.* (the “CLRA”).

1 108. Plaintiff and each member of the proposed Class are “consumers” within
2 the meaning of Civil Code §1761(d).

3 109. The purchases of the Products by consumers constitute “transactions”
4 within the meaning of Civil Code §1761(e) and the Products constitute “goods” within
5 the meaning of Civil Code §1761(a).

6 110. Defendant has violated, and continues to violate, the CLRA in at least the
7 following respects:

8 a. §1770(5) pertaining to misrepresentations regarding the
9 characteristics of goods sold—specifying that misleading
10 representations regarding ingredients violate the CLRA;

11 b. §1770(7) pertaining to misrepresentations regarding the standard,
12 quality, or grade of goods sold; and

13 c. § 1770(9) pertaining to goods advertised with the intent not to
14 provide what is advertised.

15 111. Defendant knew, or should have known, that the labeling of their Products
16 violated consumer protection laws, and that these statements would be relied upon by
17 Plaintiff and the members of the Class.

18 112. The representations were made to Plaintiff and all members of the Class.
19 Plaintiff relied on the accuracy of the representations on Defendant’s labels which
20 formed a material basis for his decision to purchase the Products. Moreover, based on
21 the very materiality of Defendant’s misrepresentations uniformly made on or omitted
22 from their Product labels, reliance may be presumed or inferred for all members of the
23 Class.

24 113. Defendant carried out the scheme set forth in this Complaint willfully,
25 wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and as
26 a result, Plaintiff and the Class have suffered an ascertainable loss of money or property.

27 114. Plaintiff and the members of the Class request that this Court enjoin
28 Defendant from continuing to engage in the unlawful and deceptive methods, acts and

1 practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless
2 Defendant is permanently enjoined from continuing to engage in such violations of the
3 CLRA, future consumers of Defendant’s Products will be damaged by their acts and
4 practices in the same way as have Plaintiff and the members of the proposed Class.

5 115. Plaintiff served a CLRA demand pursuant to Civil Code §1782, via U.S.
6 Certified Mail Return Receipt notifying Defendant of the conduct described herein and
7 that such conduct was in violation of particular provisions of Civil Code §1770. The
8 demand was received by Defendant on January 22, 2024. More than thirty days have
9 since elapsed without Defendant providing the requested relief thereby enabling
10 Plaintiff to properly seek damages as provided under Civil Code §1780.

11 116. Pursuant to Civil Code § 1780(a), Plaintiff and members of the class seek
12 compensatory damages, punitive damages, restitution, disgorgement of profits, and an
13 order enjoining Defendant from deceptively marketing the Products.

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of New York’s Consumer Protection from Deceptive Acts and**
16 **Practices Law N.Y. GEN. BUS. LAW § 349 *et seq.*)**
17 **By Plaintiff Kotcher on behalf of the New York Subclass**

18 117. Plaintiff Kotcher incorporates each and every allegation contained in the
19 paragraphs above as if restated herein. Plaintiff Kotcher brings this claim on behalf of
20 the New York Subclass for violation of section 349 of New York’s Consumer
21 Protection from Deceptive Acts and Practices Law, N.Y. GEN. BUS. LAW § 349 *et*
22 *seq.*

23 118. Section 349 prohibits “[d]eceptive acts or practices in the conduct of any
24 business, trade or commerce or in the furnishing of any service in [the State of New
25 York].” N.Y. GEN. BUS. LAW § 349(a).

26 119. Lenny & Larry’s labeling and marketing of the Products, as alleged
27 herein, constitute “deceptive” acts and practices, as such conduct misled Plaintiff
28

1 Kotcher and the New York Subclass as to the characteristics and value of the
2 Products.

3 120. Subsection (h) of Section 349 grants private plaintiffs a right of action for
4 violation of New York’s Consumer Protection from Deceptive Acts and Practices
5 Law, as follows:

6
7 In addition to the right of action granted to the attorney general
8 pursuant to this section, any person who has been injured by
9 reason of any violation of this section may bring an action in his
10 own name to enjoin such unlawful act or practice, an action to
11 recover his actual damages or fifty dollars, whichever is greater,
12 or both such actions. The court may, in its discretion, increase
13 the award of damages to an amount not to exceed three times the
14 actual damages up to one thousand dollars, if the court finds the
15 defendant willfully or knowingly violated this section. The court
16 may award reasonable attorney’s fees to a prevailing plaintiff.

17 N.Y. GEN. BUS. LAW § 349(h).

18 121. In accordance with subsection (h) of Section 349, Plaintiff Kotcher seeks
19 an order enjoining Lenny & Larry from continuing the unlawful deceptive acts and
20 practices set out above. Absent a Court order enjoining the unlawful deceptive acts
21 and practices, Lenny & Larry will continue its deceptive and misleading marketing
22 campaign and, in doing so, irreparably harm each of the New York Subclass members.
23 As a consequence of Lenny & Larry’s deceptive acts and practices, Plaintiff Kotcher
24 and other members of the New York Subclass suffered an ascertainable loss of
25 monies. By reason of the foregoing, Plaintiff Kotcher and other members of the New
26 York Subclass also seek actual damages or statutory damages of \$50 per violation,
27 whichever is greater, as well as punitive damages. N.Y. GEN. BUS. LAW § 349(h).
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EIGHTH CAUSE OF ACTION

**(Violation of New York’s Consumer Protection from Deceptive Acts and Practices Law, N.Y. GEN. BUS. LAW § 350 *et seq.*)
By Plaintiff Kotcher on Behalf of the New York Subclass**

122. Plaintiff Kotcher incorporates each and every allegation contained in the paragraphs above as if restated herein. Plaintiff Kotcher brings this claim on behalf of the New York Subclass for violation of section 350 of New York’s Consumer Protection from Deceptive Acts and Practices Law, N.Y. GEN. BUS. LAW § 350.

123. Section 350 prohibits “[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in [the State of New York].” N.Y. GEN. BUS. LAW § 350.

124. New York General Business Law Section 350-a defines “false advertising” as “advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect.” N.Y. GEN. BUS. LAW § 350-a.1. The section also provides that advertising can be false by omission, as it further defines “false advertising” to include “advertising [that] fails to reveal facts material in the light of such representations with respect to the commodity . . . to which the advertising relates.” *Id.*

125. Lenny & Larry’s labeling, marketing, and advertising of its Bar, as alleged herein, is “misleading in a material respect” and, thus, constitutes “false advertising,” as it falsely represents the Products as consisting of characteristics and lawfulness that they do not possess.

126. Plaintiff Kotcher seeks an order enjoining Lenny & Larry from continuing this false advertising. Absent enjoining this false advertising, Lenny & Larry will continue to mislead Plaintiff Kotcher and the other members of the New York Subclass as to the characteristics of its Products, and in doing so, irreparably harm each of the New York Subclass members.

1 127. As a direct and proximate result of Lenny & Larry’s violation of New
2 York General Business Law §350, Plaintiff Kotcher and the other members of the
3 New York Subclass have also suffered an ascertainable loss of monies. By reason of
4 the foregoing, Plaintiff Kotcher and other members of the New York Subclass also
5 seek actual damages or statutory damages of \$500 per violation, whichever is greater,
6 as well as punitive damages. N.Y. GEN. BUS. LAW § 350-e.

7
8 **NINTH CAUSE OF ACTION**

9 **(Restitution Based On Quasi-Contract/Unjust Enrichment)**
10 **By Plaintiffs on Behalf of the Nationwide Class**

11 128. Plaintiffs incorporate each and every allegation contained in the
12 paragraphs above as if restated herein.

13 129. Defendant’s conduct in enticing Plaintiffs and the Class to purchase its
14 Products with false and misleading packaging is unlawful because the statements
15 contained on the Defendant’s Product labels are untrue.

16 130. Defendant took monies from Plaintiffs and the Class for these Products
17 and have been unjustly enriched at the expense of Plaintiffs and the Class as result of
18 their unlawful conduct alleged herein, thereby creating a quasi-contractual obligation
19 on Defendant to restore these ill-gotten gains to Plaintiffs and the Class.

20 131. It is against equity and good conscience to permit Defendant to retain the
21 ill-gotten benefits received from Plaintiffs and Class members.

22 132. As a direct and proximate result of Defendant’s unjust enrichment,
23 Plaintiffs and the Class are entitled to restitution or restitutionary disgorgement in an
24 amount to be proved at trial.
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PRAYER FOR RELIEF

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2 THEREFORE, Plaintiffs, on behalf of themselves and on behalf of the other
3 members of the Class and for the Counts so applicable on behalf of the general public
4 request an award and relief as follows:

5 A. An order certifying that this action is properly brought and may be
6 maintained as a class action, that Plaintiffs be appointed Class Representatives, and
7 Plaintiffs’ counsel be appointed Lead Counsel for the Class.

8 B. Restitution in such amount that Plaintiff and all members of the Class
9 paid to purchase Defendant’s Product or restitutionary disgorgement of the profits
10 Defendant obtained from those transactions, for Causes of Action for which they are
11 available.

12 C. Compensatory damages for Causes of Action for which they are
13 available.

14 D. Other statutory penalties for Causes of Action for which they are
15 available.

16 E. Punitive Damages for Causes of Action for which they are available.

17 F. A declaration and Order enjoining Defendant from marketing and
18 labeling its Product deceptively, in violation of laws and regulations as specified in
19 this Complaint.

20 G. An Order awarding Plaintiffs⁸ their costs of suit, including reasonable
21 attorneys’ fees and pre and post judgment interest.

22 H. An Order requiring an accounting for, and imposition of, a constructive
23 trust upon all monies received by Defendant as a result of the unfair, misleading,
24 fraudulent and unlawful conduct alleged herein.

25 I. Such other and further relief as may be deemed necessary or appropriate.
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all causes of action or issues so triable.

DATED: March 25, 2024

Respectfully submitted,



Michael D. Braun

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Challenges Immune Health, Protein Absorption Claims on Lenny & Larry's The Boss! Immunity Bars](#)
