

1
2 **UNITED STATES DISTRICT COURT**
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 LAZARO RODRIGUEZ;

5 Plaintiff,

CASE NO.:

7
8 v.

CLASS ACTION COMPLAINT

9 GIANT SPORTS PRODUCTS, LLC;

JURY TRIAL DEMANDED

10
11
12 Defendant,

13
14 _____ /
15 **CLASS ACTION COMPLAINT**

16
17 Plaintiff Lazaro Rodriguez (“Plaintiff”), individually and on behalf of
18 himself and all others similarly situated, by his undersigned attorneys, upon
19 personal knowledge as to himself, upon information and belief, and based upon the
20 investigation of his Counsel as to the remaining allegations, allege as follows:
21

22 **I. INTRODUCTION**

23
24 1. This is a class action on behalf of all persons and entities in the United
25 States and the State of California who purchased the product Giant Sports
26 Delicious Protein (the “Product”) from Defendant who misrepresents the amount
27 of protein available in the Product.
28

CLASS ACTION COMPLAINT

1 2. The whey protein industry is a growing and extremely competitive
2 business environment: “during the forecast period, [the market for] protein
3 products is expected to grow by 62% to reach US\$7.8 billion in 2018.”
4
5 <http://www.euromonitor.com/sports-nutrition-in-the-us/report>

6 3. However, the price of wholesale whey protein keeps increasing and is
7 usually purchased for roughly \$15-\$18/kilo, making the profit margins on whey
8 protein powder products very low.
9

10 4. Defendant designed, manufactured, warranted, advertised and sold the
11 Product throughout the United States, including in the State of California.
12

13 5. In an effort to reduce protein manufacturing costs, Defendant adds
14 cheaper free form amino acids and non-protein ingredients to increase the nitrogen
15 content of the Product’s protein powder. Nitrogen is the “tag” used by a common
16 protein content test to determine the amount of protein in a product; but this is
17 neither a direct measure of the actual protein content in a product nor a measure of
18 the type of nitrogen containing compounds in a product.
19
20

21 6. This act is commonly referred to as “protein-spiking”, “nitrogen-
22 spiking” or “amino-spiking”, and was evidenced recently in the 2007 pet food
23 incident, which lead to domestic recalls of these products, and the 2008 Chinese
24 milk powder scandal, when melamine, a nitrogen-rich chemical, was added to raw
25 materials to fake high protein contents.
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1 7. As a result of Defendant’s practices, the consumer is left with a
2 product that contains approximately over 60% less whey protein than Defendant
3 represented.

4
5 8. This practice has been condemned by the American Herbal Products
6 Association (AHPA), an organization of dietary supplement manufacturers, which
7 has issued a standard for manufacturers for measuring the True Protein content of
8 their products which:

- 9
10 a) Defines protein as “a chain of amino acids connected by peptide
11 bonds” for labeling purposes;
12
13 b) The use of calculations to include only proteins that are “chains of
14 amino acids connected by peptide bonds; and
15
16 c) To exclude any “non-protein nitrogen-containing substances”
17 when counting total protein content.

18 www.ahpa.org/Default.aspx?tabid=441, April 1, 2014

19
20 9. Even one of the largest distributors in the United States of whey
21 protein products, General Nutrition Centers, Inc. (“GNC”) has publicly criticized
22 the kind of conduct engaged in by Defendants, essentially claiming it to be
23 misleading to consumers. According to GNC, consumers cannot be sure that they
24 are getting 100 percent protein in their products since companies don’t always
25 show how they figure total grams of protein per serving.

26
27 www.gnclivewell.com/realprotein.

1
2 **III. JURISDICTION AND VENUE**

3 14. Subject Matter Jurisdiction. This Court has subject matter
4 jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1332(d) because the
5 combined claims of the proposed class members exceed \$5,000,000¹ and because
6 Defendant Giant Sports Products, LLC is a citizen of a different state from the
7 members of the Class.
8

9
10 15. Personal Jurisdiction. This Court has personal jurisdiction over
11 Defendant Giant Sports Products, LLC because it has purposefully availed itself of
12 California markets through sales of its products to California citizens, and the
13 wrongful acts alleged in this Complaint were committed in California.
14

15 16. Venue. Venue is proper in this District pursuant to: (1) 28 U.S.C.
16 § 1391(b)(2) in that a substantial part of the events or omissions giving rise to
17 Plaintiff's claims occurred in this District; and (2) 28 U.S.C. § 1391(b)(3) in that
18 Defendant is subject to personal jurisdiction in this District.
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24 _____
25 ¹ Defendant's Product is sold through numerous different online and brick/mortar
26 retailers, including but not limited to; Vitamin Shoppe, GNC, and numerous online
27 and brick/mortar retailers throughout the United States and the State of California.
28 There are likely hundreds of thousands of class members composing the proposed
classes with tens of millions of dollars spent on the Product due to the far reaching
distribution channels and high consumer demand for whey protein products.

IV. STATEMENT OF FACTS

The Differences Between Whey Protein & Free Form Amino Acids

17. Whey is a complete protein source, which means it contains all the essential amino acids your body needs to build protein-based compounds such as muscle tissue, skin, fingernails, hair and enzymes. Daily protein need depends on your size, gender and activity levels, although it likely amounts to somewhere between 46 grams and 56 grams. For elite athletes, daily protein requirements are well over 100 grams, which is often difficult to get just from eating food. Of course, persons may need to supplement their protein intake for reasons of ill-health as well.

18. Whey protein powder is especially rich in branched-chain amino acids -- leucine, isoleucine and valine -- which are metabolized directly within your muscles as opposed to being processed in your liver first.

19. The 2005 dietary reference intake (DRI) guidance clearly defines protein as macromolecules with links of amino acids, and does not mention amino acids or creatine. Although amino acids are the building blocks of protein, they do not have the same beneficial effects of whole protein. Part of the reason for this has to do with protein digestion and absorption.

1 20. There have been several studies that have shown that protein is
2 absorbed more rapidly than amino acids.²

3 21. A study was conducted to determine whether the effects of whey
4 protein ingestion on muscle protein accrual are due solely to its constituent
5 essential amino acid content. The study was a comparison of three trial groups. The
6 first provided 15g of intact whey protein (whey protein powder). The other 2 trials
7 provided either the individual essential amino acids (7g) or the individual non-
8 essential amino acids (8g) found in whey. The researchers determined that whey
9 protein ingestion improves skeletal muscle protein accrual through mechanisms
10 that are beyond those attributed to its essential amino acid content.³

14 22. Another study found that “the lack of recovery after immobilization-
15 induced atrophy during ageing is due to an ‘anabolic resistance’ of protein
16 synthesis to amino acids during rehabilitation.” The study’s results “highlight a
17 novel approach to induce muscle mass recovery following atrophy in the elderly by
18 giving soluble milk protein or high protein diets.”⁴

22 ² Di Pasquale MG. *Amino Acids and Proteins for the Athlete: The Anabolic Edge*,
23 Second Edition. Boca Raton, FL: CRC Press; 2008:190.

24 ³ Katsanos C, *et al.* Whey protein ingestion in elderly results in greater muscle
25 protein accrual than ingestion of its constituent essential amino acid content. *Nutr.*
Res. Oct. 2008; 28(10):651-658.

26 ⁴ Magne H, *et al.* Contrarily to whey and high protein diets, dietary free leucine
27 supplementation cannot reverse the lack of recovery of muscle mass after
28 prolonged immobilization during ageing. *J. Physiol.* Apr 15, 2012; 590(Pt 8):
2035-2049.

1 23. Further, in a review study the authors concluded that, “the bound form
2 of an EAA [essential amino acid] may be more efficiently utilized than when
3 delivered in its free-form.”⁵
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27 ⁵ Terada T, Inui K. Peptide transporters: structure, function, regulation and
28 application for drug delivery. *Curr Drug Metab.* 2004;5:85-94.

Giant Sports Delicious Protein’s Misleading Claims

24. Defendant’s Product is labeled as including 27 grams of protein per serving:

Supplement Facts			
Serving Size:		36g	
Servings Per Container:		25	
Amount Per Serving		Amt Per 100g	
Calories	137.00	380.00	
Calories from Fat	16.00	44.00	
		% Daily Value*	Amt Per 100g
Total Fat (g)	1.80	2.80	5.00
Saturated Fat (g)	0.80	4.40	2.20
Trans Fat (g)	0.00	0.00	0.00
Polyunsaturated Fat (g)	0.00	0.00	0.00
Monounsaturated Fat (g)	0.50	1.75	1.40
Cholesterol (mg)	13.00	4.00	36.00
Sodium (mg)	198.00	8.30	550.00
Potassium (mg)	283.00	8.00	787.00
Total Carbohydrates (g)	4.00	1.00	11.00
Dietary Fiber (g)	1.25	4.50	3.50
Sugar (g)	1.00	†	3.00
Protein (g)	27.00	50.00	73.00
Vitamin A (IU)	10.80	0.25	30.00
Vitamin C (mg)	0.25	0.42	0.70
Calcium (mg)	49.00	5.00	136.00
Iron (mg)	1.00	5.50	2.80
Vitamin E (IU)	0.17	1.70	0.47
Vitamin B2 (mg)	0.10	5.90	0.28
Vitamin B3 (mg)	0.03	0.10	0.08
Pantothenate (mg)	0.20	2.00	0.60
Phosphorus (mg)	68.00	6.80	190.00
Magnesium (mg)	26.00	6.50	75.00
Zinc (mg)	0.31	2.10	0.87
Copper (mg)	0.16	8.20	0.44

† Daily Value not established
 * Percent Daily Values are based on a 2,000 calorie per day diet

Ingredients: Giant Delicious Protein Blend (Whey Protein Concentrate, Milk Protein Isolate, Whey Protein Isolate, Micellar Casein, Calcium Caseinate, Whey Protein Hydrolysate, Taurine, Betaine, L-Leucine, L-Isoleucine, L-Valine, Giant Pro Enzyme Complex™ (Lactase, Amylase, & Protease)

Inactive Ingredients: Cocoa, Natural & Artificial Flavors, Sodium Caseinate, Mono- and Diglycerides, Corn Syrup Solids, Carrageenan, Xanthan Gum, Cellulose Gum, Sodium Chloride, Lecithin (Soy), Sucralose, Acesulfame Potassium

Contains Milk and Lecithin (Soy) Ingredients

* These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.

** Contains 54 grams of protein per two (2) full servings.

1 25. However, Defendant’s total protein count of 27 grams of protein per
2 serving is not just whey protein but also contains, through “protein-spiking”, the
3 free form amino acids⁶ L-Leucine, L-Isoleucine, L-Valine and Glycine⁷; the non-
4 protein amino acids Betaine and Taurine⁸; and the non-amino acid compound
5 Creatine Monohydrate.
6

7 26. Once these “protein spiking” agents are removed from the formula of
8 analysis, and the “bound” amino acid count is determined, the true content of whey
9 protein in the Product can be determined.
10

11 27. After Scientific testing of the Product Giant Sports Delicious Protein,
12 the actual total content per serving of protein is actually around 12 grams (as
13 calculated from the total amino acids minus the free amino acids) as opposed to 27
14 grams of protein claim by Defendant for the Product. See Exhibit A.
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20 ⁶ Free form amino acids are isolated amino acids which are added separately into
the Product formula.

21 ⁷ Glycine is an amino acid, a building block for protein.

22 ⁸ Taurine is a non-essential amino acid produced in the body from the amino acid
23 cysteine. It is found naturally in eggs, meat, fish and dairy products. In the body,
24 free taurine levels are abundant in the liver, kidney, muscle, and brain. It is the
25 second most abundant free amino acid in muscle after glutamine. Unlike
26 glutamine, however, taurine is not incorporated into muscle proteins. See Hendler,
27 SS and Rorvik, D. Physician’s Desk Reference for Nutritional Supplements. 2001,
28 Thompson PDR, Montvale, NJ.; See also Brosnan, JT and Brosnan, ME. The
sulfur-containing amino acids: an overview. Journal of Nutrition, 2006,
136:1636S-1640S. See also Di Pasquale, MG. Amino acids and proteins for the
athlete: The anabolic edge. 2008, CRC Press, Boca Raton, FL.

1 28. The FDCA speaks to the misleading nature of the labeling of a multi-
2 ingredient product under 21 C.F.R. § 101.18(b), which states:

3 The labeling of a food which contains two or more
4 ingredients may be misleading by reason (among other
5 reasons) of the designation of such food in such labeling
6 by a name which includes or suggests the name of one or
7 more but not all such ingredients, even though the names
8 of all such ingredients are stated elsewhere in the
9 labeling.

10 29. The Defendant misleads consumers by repeatedly referencing protein,
11 including in the name of the Product, but never disclaiming the limited amount of
12 complete protein that the Product actually delivers or making clear that the
13 Product's protein content is only fractionally complete protein.

14 30. Under the "Supplement Facts" section of the label, referenced above,
15 under "Ingredients", the Defendant lists the "Giant Delicious Protein Blend" to
16 contain several ingredients which simply are not protein, such as: Betaine, Taurine,
17 L-Leucine, L-Isoleucine and L-Valine.

18 31. The inclusion of Betaine, Taurine, L-Leucine, L-Isoleucine and L-
19 Valine is misleading to a consumer because these compounds are simply not
20 protein.
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22 32. Even with these non-protein free form amino acids, the so-called
23 protein content of the Product is still approximately 17.7 grams per serving based
24 on "Total Aminos". See Exhibit A.
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1 33. And further, even when the Defendant’s incorporate these “spiking
2 agents” into the Product, the protein content is still only 24.9 grams based upon
3 elemental nitrogen analysis.
4

5 34. Protein is comprised of twenty types of amino acids, each with
6 different chemical properties. A protein molecule is made from a long chain of
7 these amino acids, **each linked to its neighbor through a covalent peptide**
8 **bond.**⁹
9

10 35. Defendant makes the following false and/or misleading statements on
11 the actual label of the Product:
12

- 13 a) “27 Grams of High Quality Protein”;
- 14 b) “Only 2 Servings Provides >100% RDA for Protein”;
- 15 c) “A Whopping 6.75:1 Protein-to-Carbohydrate Ratio”; and
- 16 d) “Giant Sports Delicious Protein contains 81.8% high quality
17 whey/milk proteins...”
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26 ⁹ See Alberts B, Johnson A, Lewis J, et al. Molecular Biology of the Cell. New
27 York: Garland Science; 2002.
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1 27 Grams of High Quality Protein*
 2 Only 4 Grams of Carbohydrates Per Serving
 3 Only 2 Grams of Fat Per Serving
 4 100% Gluten Free
 5 6 Stage Protein Blended Formula For Optimized, Timed
 6 Nitrogen Retention and Continual Muscle Remodeling
 7 No Added Sugars or Maltodextrins in Order to Help
 8 Minimize Visceral Fat Storage*
 9 Aids in Endurance and Recovery*
 10 Helps to Increase Muscle Mass and Strength*
 11 Helps to Increase Muscle Fullness and Appearance*
 12 Enhanced With Added BCAA's For Heightened Muscle
 13 Development*
 14 Contains Proprietary Giant Pro Enzyme Complex™
 15 For Greater Digestion and Absorption*
 16 Only 2 Servings Provides >100% RDA For Protein
 17 A Good Source of Calcium
 18 A Whopping 6.75:1 Protein-to-Carbohydrate Ratio
 19 Incredibly Delicious Taste - Mixes Instantly
 20 GMP Certified - 100% Satisfaction Guaranteed

81.8%
 27g PROTEIN 12.1% 4g CARBS 6.1% 2g FAT

Giant Sports Delicious Protein contains 81.8% high quality whey/milk proteins, only 12.1% carbohydrates with no added sugars or maltodextrin, and only 6.1% fat per serving - compare this to the "other brands" and see yet another reason why Giant Sports Delicious Protein is the best protein powder on the market - it's not just delicious...it's good for you too!

GIANTS SPORTS DELICIOUS PROTEIN IS SPECIFICALLY FORMULATED FOR:
 BODYBUILDING
 TEAM SPORTS
 WEIGHT MANAGEMENT
 FITNESS & FIGURE
 MIXED MARTIAL ARTS
 ENDURANCE SPORTS

17 36. The claim, “27 Grams of High Quality Protein”, is false based upon
 18 the scientific testing of the Product, by “Total Amino” count, “Bound Amino”
 19 count and the nitrogen level.
 20

21 37. The claim, “Only 2 Servings Provides >100% RDA for Protein”, is
 22 false because the actual Recommended Daily Allowance for protein is 50 grams
 23 according to 21 CFR 101.9(c)(7)(iii). The protein content for 2 servings of the
 24 Product is only 50 grams based on nitrogen content, 35 grams based on “Total
 25 Aminos” and 24 grams based on “Bound Aminos”, none of which are greater than
 26 100% RDA for Protein.
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1 38. The claim, “A Whopping 6.75:1 Protein-to-Carbohydrate Ratio”, is
2 false because the carbohydrate content of the Product is 4 grams. The actual
3 Protein-to-Carbohydrate Ratio based on “Nitrogen Levels” is 6.25:1, based on
4 “Total Aminos” is roughly 4.375:1 and based on “Bound Aminos” is roughly 3:1.
5

6 39. The claim, ““Giant Sports Delicious Protein contains 81.8% high
7 quality whey/milk proteins...” is false because this percentage is substantially
8 lower based on the “Bound Amino” content, which is the test that provides the
9 “True” protein content. The actual percentage of whey/milk proteins is only
10 33.33%.
11

12 40. All of these label claims, along with the Product name would clearly
13 mislead a reasonable consumer that the protein content of the Product was derived
14 solely from whey protein.
15

16 41. Nowhere on the label does it state, or even imply, that the protein
17 content contains any, let alone substantial amounts of free form and non-protein
18 amino acids.
19

20 42. Plaintiff and Class Members were in fact misled by Defendant’s
21 representations regarding the true nature of the protein content and value.
22

23 43. The difference between the Product promised and the Product sold is
24 significant. The amount of actual protein provided, and the measure of protein per
25 serving, has real impacts on the benefits provided to consumers by the Product, and
26 the actual value of the Product itself.
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1 44. Persons requiring a certain amount of protein supplementation,
2 whether as part of a fitness regimen or for real health needs, are left to ingest less
3 protein than Defendant states will be provided.
4

5 **L-Glycine as an Undeclared Ingredient**

6 45. Based on the laboratory results, L-Glycine is contained in the Product
7 at a level of 3.926 grams per serving. See Exhibit A.
8

9 46. The FDA promulgated regulations for compliance with the FDCA and
10 DSHEA at 21 C.F.R. 101, *et seq.*
11

12 47. These regulations require all ingredients to be listed on the label of
13 dietary supplements sold to the public. 21 C.F.R. 101.4.
14

15 48. Defendants failed to disclose the ingredient L-Glycine in the labeling
16 of their Product, making it misbranded.

17 49. Defendant's Products are in this respect misbranded under federal and
18 California law. Misbranded products cannot be legally sold and are legally
19 worthless.
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21 50. Defendant's false and misleading claims contained herein are in
22 violation of 21 C.F.R. § 101.18(b), making the Product misbranded.
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24 51. Defendant's deceptive statements violate 21 U.S.C. § 343(a)(1),
25 which deems food (including nutritional supplements) misbranded when the label
26 contains a statement that is "false or misleading in any particular".
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1 52. California prohibits the misbranding of food in a way which parallels
2 the FDCA through the “Sherman Law”, Health & Saf. Code § 109875 et seq. The
3 Sherman Law provides that food is misbranded “if its labeling is false or
4 misleading in any particular.” *Id.*

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6 53. The Sherman Law explicitly incorporates by reference “[a]ll food
7 labeling regulations and any amendments to those regulations adopted pursuant to
8 the FDCA,” as the food labeling regulations of California. Cal. Health & Saf.
9 Code, § 110100, subd. (a).

10
11 54. Plaintiff and Class Members would have purchased another protein
12 product, if any at all, or would have only paid for the protein actually delivered
13 with the Product, if they would have not been deceived by the misleading labeling
14 of the Product by Defendant.
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17 V. CLASS ACTION ALLEGATIONS

18 55. Plaintiff brings this action individually and as representatives of all
19 those similarly situated pursuant to Rule 23 F.R.C.P. on behalf of the class and
20 subclass (“the Classes”). The Classes are defined as follows:
21

22 **National Class:** All persons in the United States that
23 purchased Giant Sports Delicious Protein at any time during the
24 four years before the date of filing of this Complaint to the
25 present.

26 **California Subclass:** All persons in the State of California that
27 purchased Giant Sports Delicious Protein at any time during the
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1 four years before the date of filing of this Complaint to the
2 present.

3 56. Excluded from the Classes are Defendant, any entity in which
4 Defendant has a controlling interest or that have a controlling interest in
5 Defendant, and Defendant's legal representatives, assignees, and successors. Also
6 excluded are the judge to who this case is assigned and any member of the judge's
7 immediate family.
8

9
10 57. Numerosity. The Classes are so numerous that joinder of all members
11 is impracticable. On information and belief, the Classes have more than 10,000
12 members. Moreover, the disposition of the claims of the Classes in a single action
13 will provide substantial benefits to all parties and the Court.
14

15 58. Commonality. There are numerous questions of law and fact common
16 to Plaintiff and members of the Classes. These common questions of law and fact
17 include, but are not limited to, the following:
18

19 a. Whether the marketing, advertising, packaging, labeling, and
20 other promotional materials for the Product are deceptive;
21

22 b. Whether Defendant's actions violate California's law against
23 unfair and deceptive acts or practices, Business and Professions Code §17200, *et*
24 *seq.*;
25

26 c. Whether Defendant's actions violate California's law against
27 false advertising, Business and Professions Code §17500, *et seq.*
28

1 d. Whether Defendant's actions violate California's Consumer
2 Legal Protection Act, Civil Code §1750, *et seq.*

3 e. Whether Defendant was Unjustly Enriched at the expense of the
4 Plaintiff and Class Members.

6 f. Whether Defendant Breached Express Warranties.

7 59. Typicality. Plaintiff's claims are typical of the claims of the Classes.
8 Plaintiff's claims, like the claims of the Classes, arise out of the same common
9 course of conduct by Defendant and are based on the same legal and remedial
10 theories.
11 theories.

12 60. Adequacy. Plaintiff will fairly and adequately protect the interests of
13 the Classes. Plaintiffs have retained competent and capable attorneys with
14 significant experience and complex and class action litigation, including consumer
15 class actions. Plaintiff and his counsel are committed to prosecuting this action
16 vigorously on behalf of the Classes and have the financial resources to do so.
17 Neither Plaintiff nor his counsel has interests that are contrary to or that conflict
18 with those of the proposed Classes.
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22 61. Predominance. Defendant has engaged in a common course of
23 conduct toward Plaintiff and members of the Classes. The common issues arising
24 from this conduct that affect Plaintiff and members of the Classes predominate
25 over any individual issues. Adjudication of these common issues in a single action
26 has important and desirable advantages of judicial economy.
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1 62. Superiority. A class action is the superior method for the fair and
2 efficient adjudication of this controversy. Classwide relief is essential to compel
3 Defendant to keep such adulterated and misbranded products out of the market and
4 to compensate those who have mislead into purchase of the Product. The interest
5 of individual members of the Classes in individually controlling the prosecution of
6 separate claims against Defendant is small because the damages in an individual
7 action are small. Management of these claims is likely to present significantly
8 fewer difficulties than are presented in many class claims because Defendant acted
9 or failed to act on grounds generally applicable to the Classes. Class treatment is
10 superior to multiple individual suits or piecemeal litigation because it conserves
11 judicial resources, promotes consistency and efficiency of adjudication, provides a
12 forum for small claimants, and deters illegal activities. There will be no significant
13 difficulty in the management of this case as a class action.
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18 63. Injunctive and Declaratory Relief Appropriate. Defendant has
19 acted on grounds generally applicable to the Classes, thereby making final
20 injunctive relief and corresponding declaratory relief with respect to the Class
21 appropriate on a class wide basis.
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VI. CAUSES OF ACTION

COUNT I

**Violation of the Consumer Legal Remedies Act
Cal. Civ. Code §1750, *et. seq.*
(On Behalf of the California Subclass Members)**

64. Plaintiff incorporates each preceding paragraph as if fully set forth herein.

65. Plaintiff and each member of the Class is a “Consumer” as that term is defined by Cal. Civ. Code § 1761(d).

66. The Product is a “Good” as that term is defined by Cal. Civ. Code § 1761(a).

67. Defendant is a “Person” as defined by Cal. Civ. Code § 1761(c).

68. The transaction(s) involved here are “Transaction(s)” as defined by Cal. Civ. Code § 1761(e).

69. Plaintiff and members of the Class are Consumers who purchased the Product for personal use within the applicable statute of limitations period.

70. Plaintiff has standing to pursue this cause of action because Plaintiff has suffered injury-in-fact and has lost money or property as a result of Defendant’s actions as set forth here.

71. Plaintiff and Class members purchased the Product in reliance on Defendant’s labeling claims.

1 72. Defendant has used deceptive representations with respect to the
2 Product in violation of Cal. Civ. Code §1770(a)(4).

3 73. Defendant has misrepresented the sponsorship, approval,
4 characteristics, or ingredients of the Product in violation of Cal. Civ. Code
5 §1770(a)(5).

6 74. Defendant has misrepresented the standard, quality, or grade of the
7 Product in violation of Cal. Civ. Code §1770(a)(7).

8 75. Defendant knew or should have known that their representations of
9 fact are material and likely to mislead consumers.

10 76. Defendant's practices, acts, and course of conduct in marketing and
11 selling the Product are likely to mislead a reasonable consumer acting reasonably
12 under the circumstances to his or her detriment. Like Plaintiff, members of the
13 Class would not have purchased the Product had they known the true amount of
14 whey protein in the Product.

15 77. Plaintiff and members of the Class have been directly and proximately
16 damaged by Defendant's actions.

17 78. Defendant has engaged in, and continue to engage in, business
18 practices in violation of the Consumer Legal Remedies Act, Civ. Code §1750, et
19 seq. by continuing to make false and misleading representations on their labeling
20 of the Product.

21 79. As a result, Plaintiff, the Class, and the general public are entitled to
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1 injunctive and equitable relief, restitution, and an order for the disgorgement
2 of the funds by which Defendant was unjustly enriched. Plaintiff and the Classes
3 also seek Punitive Damages since Defendant was put on notice of its violations of
4 the California Legal Remedies Act and took no remedial actions.
5

6 **COUNT II**

7 **Violation of False Advertising Law**
8 **Cal. Bus. & Prof. Code § 17500, et seq.**
9 **(On Behalf of the California Subclass Members)**

10 80. Plaintiff incorporates each preceding paragraph as if fully set forth
11 herein.

12
13 81. Plaintiff and the Class have standing to pursue a cause of action for
14 false advertising under Bus. & Prof. Code §17500, et seq. because Plaintiff and
15 members of the Class have suffered an injury-in-fact and lost money as a result of
16 Defendant's actions as set forth herein.
17

18 82. Defendant advertised, marketed, and otherwise disseminated
19 misleading information to the public through advertising mediums including the
20 Internet statements regarding the Product.
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22 83. Defendant continues to disseminate such statements.

23 84. Defendant's statements are misleading.
24

25 85. Defendant knows that these statements were misleading, or could
26 have discovered their misleading nature with the exercise of reasonable care.
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1 86. Defendant's misleading statements were part of a scheme or plan to
2 sell the Product to the public the true nature of the protein content as calculated and
3 published in their Supplements Facts.
4

5 87. Plaintiff and Class members relied on Defendant's marketing,
6 labeling, and other product literature.
7

8 88. Defendant's actions violate Cal. Bus. & Prof. Code § 17500, et seq.

9 89. As a direct and proximate result of Defendant's actions, as set forth
10 herein, Defendant has received ill-gotten gains and/or profits, including but not
11 limited to money from Plaintiff and Class members who paid for the Product.
12
13 Therefore, Defendant has been unjustly enriched.

14 90. Plaintiff and Class members seek injunctive relief, restitution, and
15 disgorgement of Defendant's ill-gotten gains as provided for by Cal. Bus. & Prof.
16 Code §17535.
17

18 91. Plaintiff and Class members seek injunctive relief to compel
19 Defendant from continuing to engage in these wrongful practices in the future. No
20 other adequate remedy at law exists. If an injunction is not ordered, Plaintiff and
21 Class members will suffer irreparable harm and/or injury.
22
23
24
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28

COUNT III

**Violation of the Unfair Competition Act
Cal. Bus. & Prof. Code § 17200, et seq.
(On Behalf of the California Subclass Members)**

1
2
3
4 92. Plaintiff incorporates the preceding paragraphs as if fully set forth
5 herein.

6
7 93. Plaintiff and the Class have standing to pursue a cause of action for
8 false advertising under Bus & Prof. Code §17200, et seq. because Plaintiff and
9 members of the Class have suffered an injury-in-fact and lost money as a result of
10 Defendant's actions as set forth herein.
11

12 94. Defendant's actions as described herein constitute unfair competition
13 within the meaning of Bus. & Prof. Code §17200, in that Defendant has engaged in
14 unlawful, unfair, or fraudulent business practices by violating California's
15 Sherman Food Drug & Cosmetic Act and California's Consumer Legal Remedies
16 Act.
17

18
19 95. Defendant's actions as described herein constitute unfair competition
20 within the meaning of Bus. & Prof. Code §17200, on the additional grounds that
21 Defendant has failed to properly label the Product in accordance with 21 C.F.R.
22 101, et seq.
23

24 96. Defendant's actions also constitute unfair competition within the
25 meaning of Bus. & Prof. Code §17200, in that Defendant has made unfair,
26
27
28

1 deceptive, untrue or misleading statements in advertising mediums, including the
2 Internet, in violation of Bus. & Prof. Code §17500.

3 97. Defendant's actions have caused economic injury to Plaintiff and
4 Class members. Plaintiff and Class members would not have purchased the
5 Product had they known the true nature of the whey protein content.
6

7 98. Pursuant to Bus. & Prof. Code §17203, Plaintiff and Class members
8 seek an injunction enjoining Defendant from continuing to market, advertise, and
9 sell the Product without first complying with federal and state law and to prevent
10 Defendant from continuing to engage in unfair competition or any other act
11 prohibited by law.
12

13 99. Plaintiff and Class members also seek an order requiring Defendant to
14 make full restitution and disgorgement of their ill-gotten gains of all money
15 wrongfully obtained from Plaintiff and Class members as permitted by Bus. &
16 Prof. Code §17203.
17
18

19
20 **COUNT IV**
21 **Unjust Enrichment**
22 **(On Behalf of the National Class and Subclass)**

23 100. Plaintiff incorporates the preceding paragraphs as if fully set forth
24 herein.
25

26 101. Plaintiff and Class Members conferred benefits on Defendant by
27 purchasing the Product.
28

1 102. Defendant has been unjustly enriched in retaining the revenues
2 derived from Plaintiff's and Class Members' purchase of the Product. Retention of
3 those monies under these circumstances is unjust and inequitable because
4 Defendant's labeling of the Product was misleading to consumers, which caused
5 injuries to Plaintiff and Class Members because they would have not purchased the
6 Product if the true facts would have been known.
7

8 103. Because Defendant's retention of the non-gratuitous benefits
9 conferred on them by Plaintiff and Class Members is unjust and inequitable,
10 Defendant must pay restitution to Plaintiff and the Class Members for their unjust
11 enrichment, as ordered by the Court.
12
13

14 **COUNT V**
15 **Breach of Express Warranty**
16 **(On Behalf of the National Class and Subclass)**
17

18 104. Plaintiff incorporates the foregoing paragraphs as if fully restated
19 herein.

20 105. Defendant made several different express warranties upon which
21 Plaintiff relied in making his purchase, including the false and misleading claims
22 contained herein.
23

24 106. Defendant made several express warranties regarding the ingredients
25 contained within the Product.
26

27 107. The Plaintiff and Class Members received a product that did not
28

1 provide the benefits Defendant's described in their labeling, advertising and
2 marketing.

3 108. These facts constitute breaches of all applicable express warranties as
4 alleged in this complaint.
5

6 VII. RELIEF REQUESTED

7 Plaintiff requests for the following relief:

- 8
- 9 A. Certification of the proposed National Class;
 - 10 B. Certification of the proposed California Subclass;
 - 11 C. Appointment of Plaintiff as class representative;
 - 12 D. Appointment of the undersigned counsel as counsel for the Class;
 - 13 E. A declaration that Defendant's actions complained of herein violate
14 the State of California consumer protection statutes;
 - 15 F. A declaration that Defendant was Unjustly Enriched;
 - 16 G. A declaration that Defendant Breached an Express Warranty;
 - 17 H. An order enjoining Defendant from engaging in the unlawful conduct
18 set forth herein;
 - 19 I. An award to Plaintiff and the Classes of restitution and disgorgement
20 as requested by Plaintiff's second and third causes of action;
 - 21 J. An award to Plaintiff and the Class of attorneys' fees and costs, as
22 allowed by law and/or equity;
 - 23
24
25
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28

1 K. Leave to amend this Complaint to conform to the evidence presented
2 at trial; and

3 L. Orders granting such other and further relief as the Court deems
4 necessary, just, and proper.
5

6 **VIII. DEMAND FOR JURY**

7 Plaintiff demands a trial by jury for all issues so triable.
8

9 DATED: October 29, 2014
10
11

12 By: /s/ Jonathan Shub
13 Jonathan N. Shub (SBN 237708)
14 Scott Alan George (*Pro Hac Vice*
15 Application Forthcoming)
16 **SEEGER WEISS LLP**
17 1515 Market Street, Suite 1380
18 Philadelphia, PA 19102
19 Phone: (215) 564-2300
20 Fax: (215) 851-8029
21 jshub@seegerweiss.com
22 sgeorge@seegerweiss.com

23 Nick Suciu III (*Pro Hac Vice*
24 Application Forthcoming)
25 **BARBAT, MANSOUR & SUCIU**
26 **PLLC**
27 434 West Alexandrine #101
28 Detroit, MI 48201
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nicksuciu@bmslawyers.com

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*Attorneys for Plaintiff
Lazaro Rodriguez*

EXHIBIT A



10005 Muirlands Blvd., Suite G | Irvine, CA 92618
 Phone: (949) 419-0288 | Fax: (949) 419-0294
 www.chromadex.com

Analytical Results Sheet

Customer:	Oliver Law Group PC	Report Number:	CDXA-ARS-20917-00
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Sample Name:	Giant Sport Delicious Protein	Date Received:	08-Jul-2014
Sample Lot:	GSDV10714	Purchase Order:	Not Provided
CDXA Number:	CDXA-14-4180	Date of Report:	05-Aug-2014
Assay:	Elemental Analysis on C, H, N	Page:	1 of 1
Part Number:	CDA-00100116-ARS	Test Location:	Sub51
Method:	Combustion		

Analyte	Units	Spec.	Result	Reporting Limit
Carbon	%		42.49	ND
Hydrogen	%		6.67	ND
Nitrogen	%		11.07	ND

Richard Vigil
Digitally signed by Richard Vigil
 DN: cn=Richard Vigil, o=ChromaDex Inc., ou=Group Leader, Analytical Services, email=richardv@chromadex.com, c=US
 Date: 2014.09.08 09:00:21 -0500

QA Verified: Kristie Kokeny

Approved:

Signed original on file at CDXA

This product analysis is subject to our "Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and or Services," a copy of which has been provided to our client and is incorporated herein by this reference. As more specifically set forth therein, this product analysis is for the benefit of our client only, may not be relied upon by any other party without our prior written consent, relates solely to the sample(s) provided to us by our client and therefore cannot be applied to any other material or sample. Unless otherwise noted, samples were received in acceptable condition and analyzed as received. This document may not be printed in part without the explicit permission of ChromaDex.

ND – Not Detected
 BRL – Below reporting limit (compound detected below RL)

CDXA-ATR-6490-01

Page 7 of 7

- **REFERENCES**

ChromaDex SOP "Routine Laboratory Calculations"

Analytical Method: 99.1-CDXA-2.0-000318 "Creatine, Creatinol-O-Phosphate, and Creatinine by HPLC."

<u>Laboratory Notebook</u>	<u>Page(s)</u>
392	039

- **REVISION HISTORY**

<u>Revision Number</u>	<u>Document/Changes</u>
00	New report
01	Updated results for corrected serving size of 36g per customer request.

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DATA

- **FIGURES**

Figure 1: Creatine Standard (UV Chromatogram)

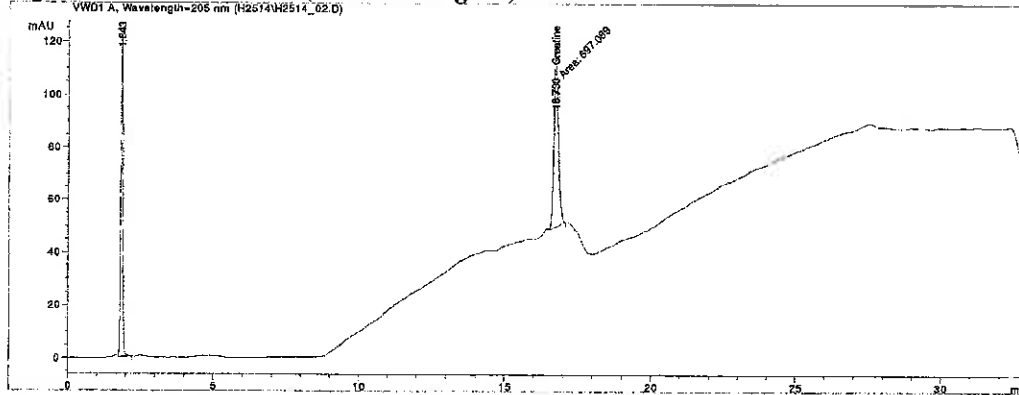
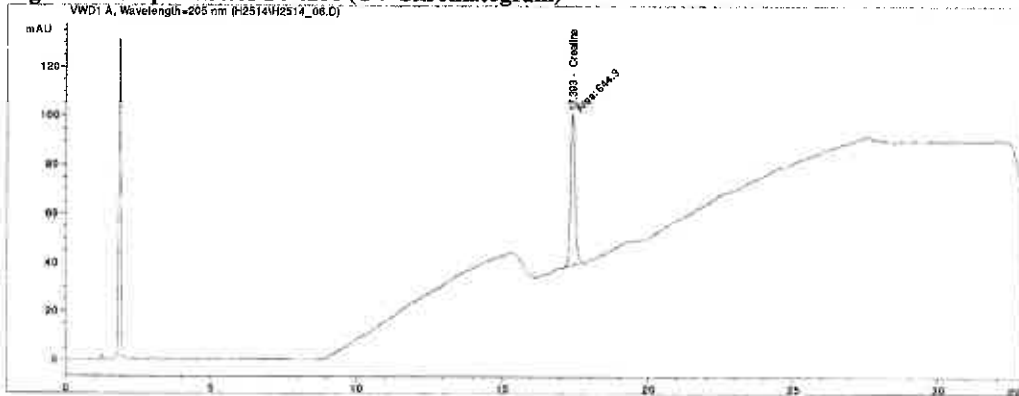


Figure 2: Sample CDXA-14-4180 (UV Chromatogram)



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CDXA-ATR-6490-01

Page 5 of 7

• INSTRUMENT PARAMETERS

Instrument	Agilent 1100 Series HPLC System		
Detection	UV-Vis		
Mobile Phase A	2mM Ammonium Formate, pH 4.0		
Mobile Phase B	5% 2mM Ammonium Formate, pH 4.0 in ACN		
Gradient Program	Time (min)	%A	%B
	0.0	0	100
	5.0	0	100
	25.0	45	55
	30.0	45	55
	33.0	0	100
	45	0	100
Column	Cogent Diamond Hydride, 150 x 3mm x 4.0		
Flow Rate	1.0 mL/min		
UV Detection	205 nm		
Injection Volume	1 μ L		
Temperature	30 $^{\circ}$ C		

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CDXA-ATR-6490-01

Page 4 of 7

- **STANDARD PREPARATION**

- **Stock Standard Solution**

- Approximately 7.20 mg of Creatine was weighed into a 25 mL volumetric flask. 25 mL of diluent was added and the solution sonicated for 15 minutes. The solution was allowed to re-equilibrate to room temperature and mixed well.

- **SAMPLE PREPARATION**

- **Customer Sample(s) CDXA-14-4180**

- Sample was prepared by weighing approximately 500 mg of sample into a 50 mL volumetric flask. 50 mL of diluent was added and the flask sonicated for 15 minutes. The samples were filtered through a 0.45 µm PTFE filter into an HPLC vial for analysis.

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ANALYTICAL METHOD

- **STANDARD(S)** *All standards supplied by ChromaDex, unless otherwise specified.*

	Part #
Creatine	ASB-00003857

- **LABORATORY SUPPLIES**

Analytical Balance
Ultrasonication Bath
Assorted and Volumetric glassware
Syringes and Syringe Filters
HPLC/GC glass vials and caps

- **SOLVENTS AND REAGENTS**

Acetonitrile (ACN)
Tetrahydrofuran (THF)
Milli-Q Water
Formic Acid
Ammonium Formate

- **SOLUTION PREPARATION**

Mobile Phase A (2mM Ammonium Formate, pH 4.0)

Solution was prepared by adding 125 mg of Ammonium Formate to ~900 mL of Milli Q Water in a 1000mL volumetric flask and mixing well. The pH was adjusted to 4.0 using formic acid. The solution was then diluted to volume with Milli-Q water, mixed well and transferred to a 1 L mobile phase container.

Mobile Phase B (5% 2mM Ammonium Formate, pH 4.0 in ACN)

Solution was prepared by adding 50 mL of 2mM Ammonium Formate, pH 4 to 950 mL of ACN in a 1000mL volumetric flask and mixing well.

Diluent (50:50 Water:THF)

Diluent was prepared by adding 250 mL of Milli-Q water and 250 mL of THF into a 500 mL volumetric flask and mixing well.

CDXA-ATR-6490-01

Page 2 of 7

SUMMARY

- **SAMPLE(S)**

	Lot #	CDXA #
Giant Sport Delicious Protein	GSDV10714	CDXA-14-4180

- **RESULTS**

Table 1 – Results CDXA-14-4180

Analyte	Units	Spec.	Result A*	Result B*	Reporting Limit
Creatine	mg/serving	N/A	834	1170	--

Serving Size: 36g

**Sample was prepped multiple times due to high variability due to sample matrix. All results being reported.*

**Reference:DEV-14-056*

ND – Not detected above reporting Limit

BRL – Below reporting limit (compound detected below RL)

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Analytical Test Report

Customer:	Oliver Law Group PC	Report Number:	CDXA-ATR-6490-01
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Purchase Order:	Not Provided	Date Received:	08-Jul-14
Date of Report:	07-Oct-14	Test Location:	Boulder, CO
Assay:	Creatine by HPLC		
Part Number:	CDA-00100156-ATR		

Prepared By: Kiel Henderson 07-Oct-14
Analytical Chemist Date

Reviewed By: Kristie Kokeny 07-Oct-14
Quality Assurance Date

Approved By: Richard Vigil 07-Oct-14
Manager, Analytical Services Date

Digitally signed by Richard Vigil
DN: cn=Richard Vigil, o=ChromaDex Inc.,
ou=Group Leader, Analytical Services,
email=richardv@chromadex.com, c=US
Date: 2014.10.07 14:51:48 -0600

Signed original on file at CDXA

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CDXA-ATR-6299-01

Page 6 of 6

- **REFERENCES**

Analytical Method: 99.1-CDXA-2.0-000320 "Taurine by HPLC" (Draft)

<u>Laboratory Notebook</u>	<u>Page(s)</u>
383	46, 48

- **REVISION HISTORY**

<u>Revision Number</u>	<u>Document/Changes</u>
00	New report
01	Changed serving size from 32 grams to 36 grams and updated results per customer request.

This product analysis is subject to our "Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and or Services," a copy of which has been provided to our client and is incorporated herein by this reference. As more specifically set forth therein, this product analysis is for the benefit of our client only, may not be relied upon by any other party without our prior written consent, relates solely to the sample(s) provided to us by our client and therefore cannot be applied to any other material or sample. Unless otherwise noted, samples were received in acceptable condition and analyzed as received. This document may not be printed in part without the explicit permission of ChromaDex.

DATA

• **FIGURES**

Figure 1: Taurine Standard

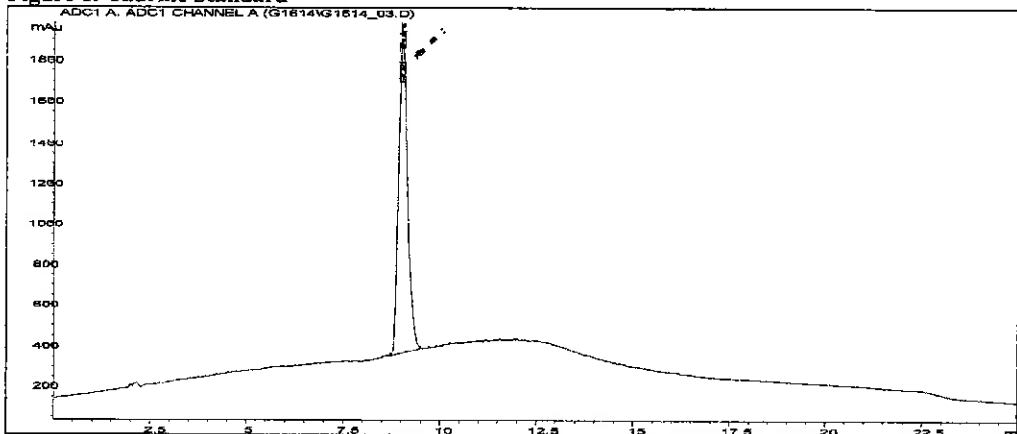
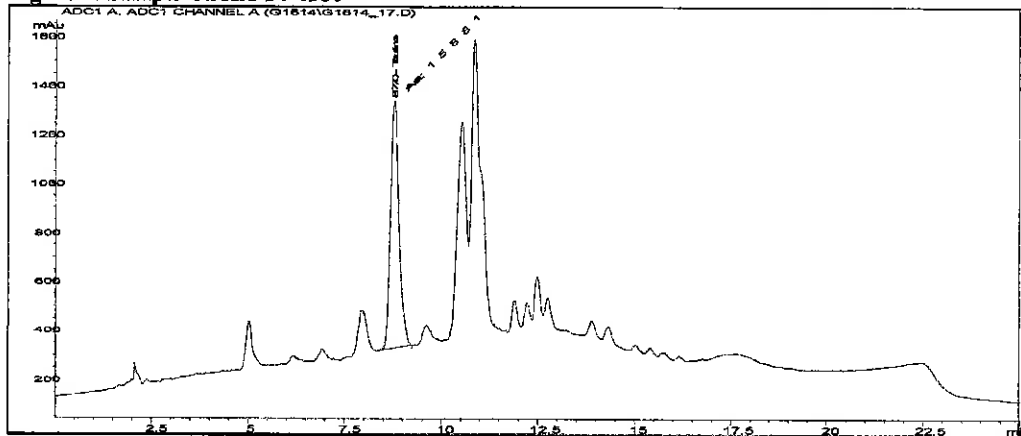


Figure 2: Sample CDXA-14-4180



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CDXA-ATR-6299-01

Page 4 of 6

- **SAMPLE PREPARATION**

The sample was prepared by weighing 300 mg into 50 mL volumetric flasks. The flasks were brought to volume with diluent and then sonicated for 25 minutes. An aliquot of each sample was filtered through a 0.45 μ m PTFE filter into a HPLC vial for analysis.

- **INSTRUMENT PARAMETERS**

Instrument	Agilent 1100 Series HPLC System		
Detection	CAD		
Mobile Phase A	10 mM Ammonium Formate (aq) pH= 4.0		
Mobile Phase B	ACN		
Gradient Program	Time (min)	%A	%B
	0	20	80
	5	20	80
	20	50	50
	22	20	80
	25	20	80
Column	Se-Quant ZIC-HILIC, 150 x 4.6 mm, 5 μ m particle size		
Flow Rate	1.0 mL/min		
Temperature	25 °C		
injection volume	5 μ L		

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ANALYTICAL METHOD

- **STANDARD(S)** *All standards supplied by ChromaDex, unless otherwise specified.*

	Part #
Taurine	ASB-00020056

- **LABORATORY SUPPLIES**

Analytical Balance
Ultrasonication Bath
Assorted and Volumetric glassware
Syringes and Syringe Filters
HPLC/GC glass vials and caps

- **SOLVENTS AND REAGENTS**

Milli-Q Water
Methanol (MeOH)
Acetonitrile (ACN)
Ammonium Formate
Formic Acid

- **SOLUTION PREPARATION**

Mobile Phase A – 10 mM Ammonium Formate (aq) pH= 4.0

The mobile phase A was prepared by weighing 630 mg of ammonium formate into a 1000 mL volumetric flask, and adding 900 mL of H₂O. The solution was stirred until the solid dissolved. The solution was diluted to volume with H₂O and adjusted the pH to 4.0 with formic acid.

Diluent – 50:50 (MeOH: H₂O)

Diluent was prepared by mixing 500 mL of H₂O and 500 mL of MeOH.

- **STANDARD PREPARATION**

Taurine Check Standard Solution

Weighed approximately 10 mg of standard into a 10 mL volumetric flask, diluted to volume with diluent and sonicated till dissolved. Prepared 5 linearity standard form this stock

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CDXA-ATR-6299-01

Page 2 of 6

SUMMARY• **SAMPLE(S)**

	Lot #	CDXA #
Giant Sport Delicious Protein	GSDV10714	CDXA-14-4180

• **RESULTS****Table 1 – CDXA-14-4180**

Analyte	Units	Spec.	Result	Reporting Limit
Taurine Serving Size = 36 g	mg/serving		3229	--

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Analytical Test Report

Customer:	Oliver Law Group PC	Report Number:	CDXA-ATR-6299-01
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Purchase Order:	N/A	Date Received:	08-Jul-14
Date of Report:	06-Oct-14	Test Location:	Boulder, CO
Assay:	Taurine by HPLC		
Part Number:	CDA-00100197-ATR		

Prepared By:	<u>Hadi Cassier</u> Analytical Chemist	<u>06-Oct-14</u> Date
Reviewed By:	<u>Richard Vigil</u> Manager I, Analytical Services	<u>06-Oct-14</u> Date
Approved By:	<u>Sarah Garthe</u> Quality Assurance	<u>06-Oct-14</u> Date

Digitally signed by Sarah Garthe
DN: cn=Sarah Garthe, o=ChromaDex
AnalytCS, ou=Quality Assurance,
email=Sarah.G@chromadex.com, c=US
Date: 2014.10.06 14:52:38 -0600

Signed original on file at CDXA

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CDXA-ATR-6457-01

Page 9 of 9

- **REFERENCES**

Analytical Method: 99.1-CD-5.0-000186 "Amino Acids by Pre-Column Derivitization HPLC."

<u>Laboratory Notebook</u>	<u>Page(s)</u>
385	97-98
362	156

- **REVISION HISTORY**

<u>Revision Number</u>	<u>Document/Changes</u>
00	New report
01	Serving size changed to 36 g and results adjusted

This product analysis is subject to our "Standard Terms and Conditions for the Purchase and Sale of ChromaDex Products and or Services," a copy of which has been provided to our client and is incorporated herein by this reference. As more specifically set forth therein, this product analysis is for the benefit of our client only, may not be relied upon by any other party without our prior written consent, relates solely to the sample(s) provided to us by our client and therefore cannot be applied to any other material or sample. Unless otherwise noted, samples were received in acceptable condition and analyzed as received. This document may not be printed in part without the explicit permission of ChromaDex.

Figure 3: CDXA-14-4180 (UV Chromatogram) Base Panel (17)
(Top – High Prep, Middle – Low Prep, Bottom – Proline Low Prep)

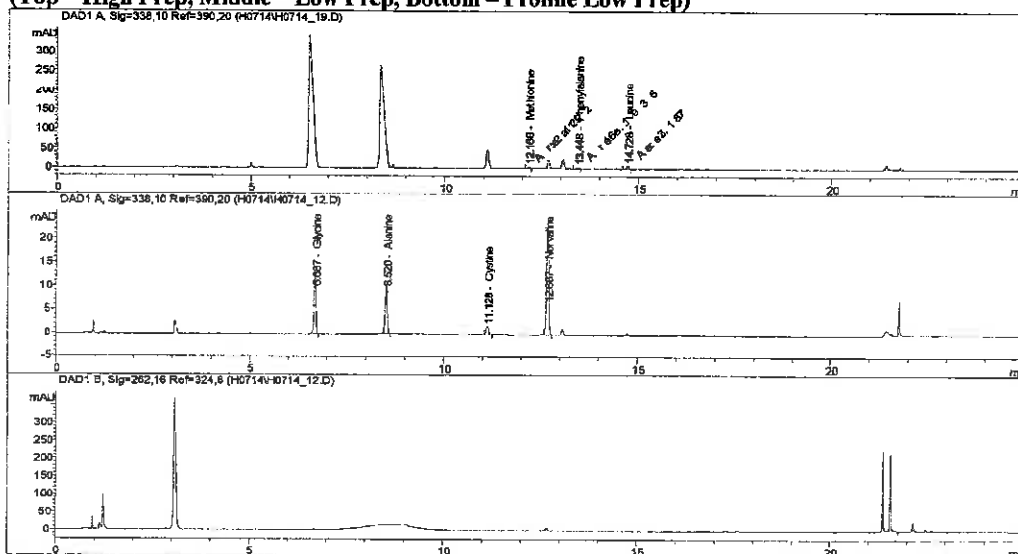
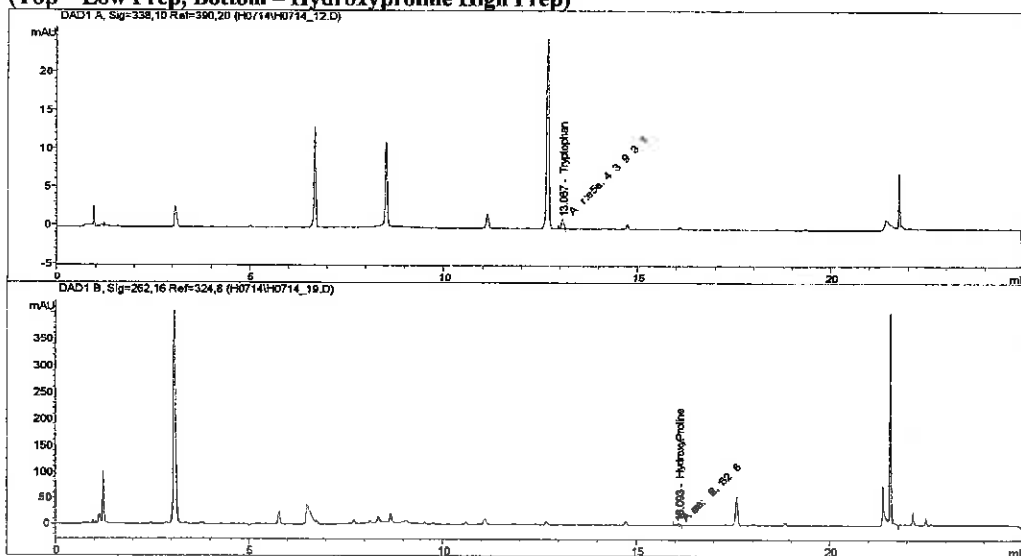


Figure 4: CDXA-14-4180 (UV Chromatogram) Supplemental
(Top – Low Prep, Bottom – Hydroxyproline High Prep)



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DATA

• **FIGURES**

Figure 1: Amino Acids Mix Standard (UV Chromatogram) Base Panel (17)

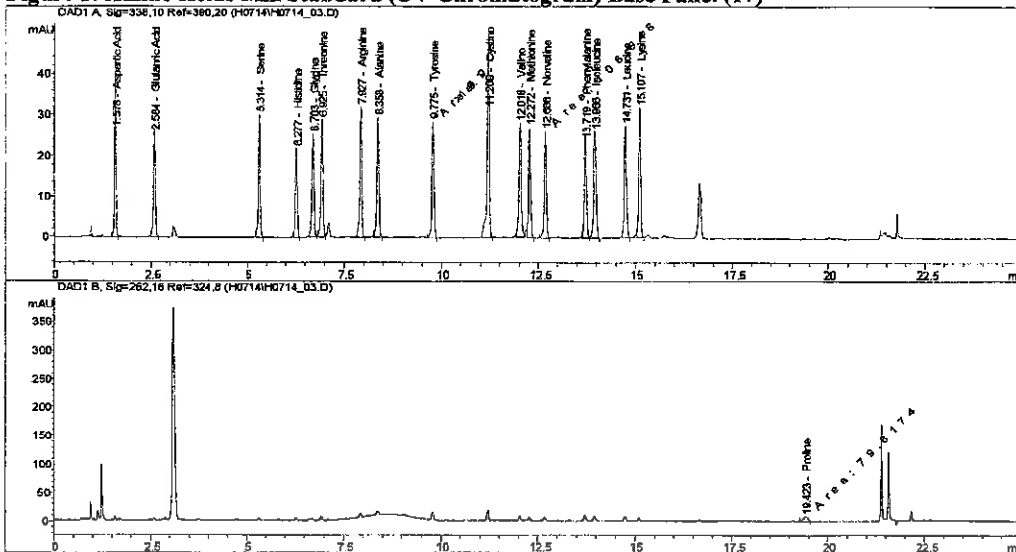
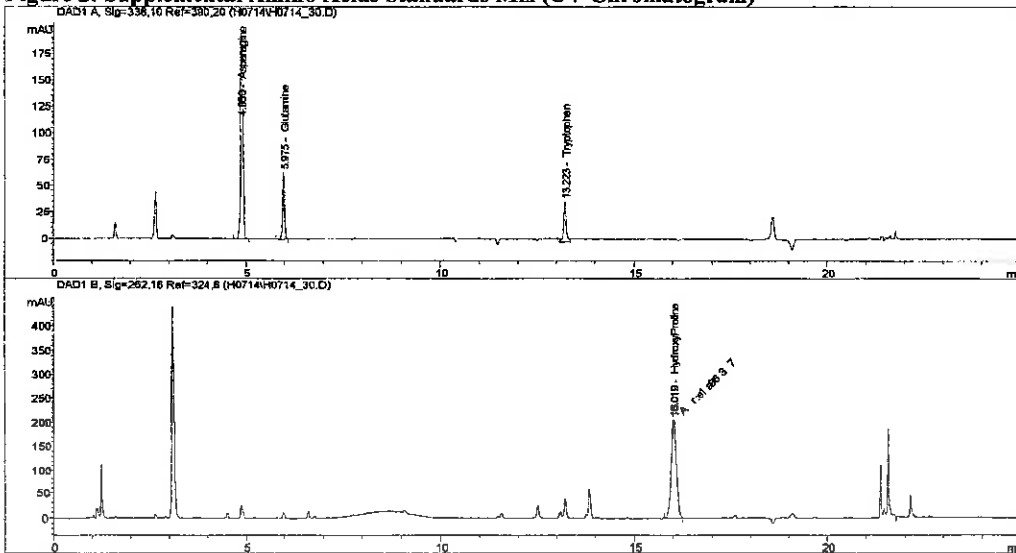


Figure 2: Supplemental Amino Acids Standards Mix (UV Chromatogram)



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Autosampler Injector Set-Up and Program:

Draw speed: 200 μ L/min
 Eject speed: 200uL/min
 Draw Position: 0.0 mm
 Equilibration Time 2.0 sec

Vial 1 = Borate Buffer (HPLC vial, screw-cap)
 Vial 2 = Injection Diluent
 Vial 3 = OPA (GC vial w/ insert, crimp-cap)
 Vial 4 = FMOC (GC vial w/ insert, crimp-cap)
 Vial 5 = Water (HPLC vial, no cap)
 Vial 6 = Water (HPLC vial, no cap)
 Vial 7 = Acetonitrile (HPLC vial, no cap)

Row	Action
1	Needle wash in Vial 6, 1 times
2	Needle wash in Vial 5, 1 times
3	Needle wash in Vial 7, 1 times
4	Draw 2.5 μ L from Vial 1 def. speed, def. offset
5	Draw 1.0 μ L from Sample, def. speed, def. offset
6	Mix 3.5 μ L "in seat", max. speed, 5 times
7	Wait 0.20 minutes
8	Draw 1.0 μ L from Vial 3
9	Mix 4.5 μ L in seat, max. speed, 10 times
10	Wait 1.00 min
11	Draw 0.4 μ L from Vial 4 def. speed, def. offset
12	Mix 4.9 μ L in seat, max. speed, 10 times
13	Wait 1.00 min
14	Draw 32. μ L from Vial 2 def. speed, def. offset
15	Mix 36.9 μ L in seat, max. speed, 8 times
16	Inject
17	Wait 0.20 min
18	Valve bypass

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- **INSTRUMENT PARAMETERS**

Instrument	Agilent 1100 Series HPLC System		
Detection	UV-Vis		
Mobile Phase A	10 mM Na ₂ B ₄ O ₇ pH= 8.2		
Mobile Phase B	45:45:10 ACN-MeOH-Water		
Gradient Program	Time (min)	%A	%B
	0.0	98	2
	0.5	98	2
	20.0	43	57
	20.1	0	100
	23.5	0	100
	23.6	98	2
	25	98	2
Column	Agilent Zorbax Eclipse Plus C18 RR, 150 x 4.6mm, 3.5 µm		
Flow Rate	1.5 mL/min		
Detector Settings:		UV Detection	
	OPA Amino Acids:	338 nm, 10 nm bandwidth (bw)	
		Reference 390, 20	
	FMOA-Amino Acids	262 nm, 16 nm bw	
		Reference 324, 8	
Injection Volume	Injector Program		
Column Temperature	40 °C		

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Injection diluent

Add 40 μ l of concentrated H_3PO_4 to 10 ml of water

• **STANDARD PREPARATION**

Amino Acid Mix A Stock Standard – Includes the Amino Acids Alanine, Arginine, Aspartic Acid, Cystine, Glutamic Acid, Glycine, Histidine, Isoleucine, Leucine, Lysine, Methionine, Phenylalanine, Proline, Serine, Threonine, Tyrosine, and Valine

A mixed amino acid standard containing 17 amino acids was purchased from Agilent and arrived in 0.1N HCl. Calibration standards were then prepared from this mixed stock by diluting with 0.1 N HCl.

Hydroxyproline Check Standard

Standard was prepared by weighing 5 mg of standard into a 50 mL volumetric flask. Brought to volume with diluent and sonicated for 30 minutes.

Internal Standard

Solution was prepared by weighing 50 mg of Norvaline into a 50 mL volumetric flask. Brought to volume with diluent and mixed well.

Supplemental mixed standard- Asparagine, Glutamine, Tryptophan, and Hydroxyproline

Mixed standard solution was prepared by adding an aliquot of each standard into a 20 mL scintillation vial. 10 mL of diluent were added, and the solution was sonicated for 30 minutes.

• **SAMPLE PREPARATION**

Sample Preparation

Sample was prepared at two levels by weighing 25 mg and 1250 mg of sample into 50 mL volumetric flasks. 50 mL of diluent were added to the flasks, and the solutions were sonicated for 30 minutes. The solutions were filtered. 900 μ L of each filtrate was combined with 100 μ L of IS and mixed well.

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ANALYTICAL METHOD

- **STANDARD(S)** *All standards supplied by ChromaDex, unless otherwise specified.*

	Part/Lot #
Ready to Inject Amino Acid Mix	Agilent-5061-3330
Norvaline	Agilent-BCBL0180V
Hydroxyproline	Agilent-BCBK363V
Asparagine	Agilent-BCBH3779V
Glutamine	Agilent-BCBK3328V
Tryptophan	Agilent-BCBB7661

- **LABORATORY SUPPLIES**

Analytical Balance
 Ultrasonication Bath
 Assorted and Volumetric glassware
 Syringes and Syringe Filters
 HPLC glass vials and caps

- **SOLVENTS AND REAGENTS**

Milli-Q Water
 Methanol (MeOH)
 Sodium Phosphate, dibasic (Na₂HPO₄)
 2 N KOH
 Acetonitrile (ACN)
 Hydrochloric acid (HCl)
 OPA (o-phthalaldehyde) – Derivatization reagent for primary amino acids
 FMOc (9-fluorenyl-methyl chloroformate) – Derivatization reagent for secondary amino acids
 Borate buffer (0.4N in water)
 Phosphoric Acid (H₃PO₄)

- **SOLUTION PREPARATION**

Diluent – 0.1 N HCl

The diluent was prepared by transferring 8.4 mL of HCl to a 1000 mL volumetric flask and diluting it to volume with water.

Mobile Phase A - 10 mM Na₂HPO₄, 10 mM Na₂B₄O₇ pH= 8.2

Solution was prepared by adding 2.8 grams Na₂HPO₄ and 7.6 grams of Na₂B₄O₇ to 2000 mL of water and stirring until completely dissolved. The pH was adjusted to 8.4 with 2.4 ml of HCl, followed by drop-wise addition of HCl until the pH was 8.2.

Mobile Phase B - 45:45:10 ACN-MeOH-Water

Solution was prepared by combining 900 mL Acetonitrile, 900 mL Methanol, and 200 mL Milli-Q water and mixing well.

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SUMMARY

- SAMPLE(S)**

Giant Sport Delicious Protein	Lot # GSDV10714	CDXA # CDXA-14-4180
-------------------------------	--------------------	------------------------

- RESULTS**

Table 1 –CDXA-14-4180

Analyte	Units	Spec	Result	Reporting Limit
Aspartic acid	mg/serving		ND	9.7
Glutamic acid	mg/serving		ND	11
Serine	mg/serving		ND	7.7
Histidine	mg/serving		ND	12
Glycine	mg/serving		3050	–
Threonine	mg/serving		ND	8.7
Arginine	mg/serving		ND	14
Alanine	mg/serving		ND	6.5
Tyrosine	mg/serving		ND	14
Cystine	mg/serving		1520	–
Valine	mg/serving		ND	8.5
Methionine	mg/serving		49.4	–
Phenylalanine	mg/serving		45.0	–
Isoleucine	mg/serving		ND	9.5
Leucine	mg/serving		72.5	–
Lysine	mg/serving		ND	11
Proline	mg/serving		ND	16
Hydroxyproline	mg/serving		39.8	–
Asparagine	mg/serving		ND	3.0
Glutamine	mg/serving		ND	3.0
Tryptophan	mg/serving		946	–

Serving Size = 36 g

*ND – NOT detected above reporting Limit**BRL – Below reporting limit (compound detected below RL)*

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Analytical Test Report

Customer:	Oliver Law Group PC	Report Number:	CDXA-ATR-6457-01
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Purchase Order:	Not Provided	Date Received:	08-Jul-14
Date of Report:	06-Oct-14	Test Location:	Boulder, CO
Assay:	Amino Acids Base Panel of 21 Glycine by HPLC		
Part Number:	CDA-00100666-ATR CDA-00100151-ATR		

Prepared By: Devon Cruz 06-Oct-14
Chemist Date

Reviewed By: Richard Vigil 06-Oct-14
Manager, Analytical Services Date

Approved By: Sarah Garthe 06-Oct-14
Quality Assurance Date

Digitally signed by Sarah Garthe
DN: cn=Sarah Garthe, o=ChromaDex
Analytics, ou=Quality Assurance,
email=SarahG@chromadex.com, c=US
Date: 2014.10.06 14:17:45 -06'00'

Signed original on file at CDXA

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Analytical Results Sheet

Customer:	Oliver Law Group PC	Report Number:	CDXA-ARS-20813-01*
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Sample Name:	Giant Sport Delicious Protein	Date Received:	08-Jul-14
Sample Lot:	GSDV10714	Purchase Order:	Not Provided
CDXA Number:	CDXA-14-4180	Date of Report:	02-Oct-14
Assay:	Total Amino Acid Profile by HPLC	Test Location:	Sub12
Part Number:	CDA-00100140-ARS		
Method:	TAALC_S:10		

Analyte	Units	Spec.	Result	Reporting Limit
Aspartic Acid	mg/srv		1260	--
Threonine	mg/srv		774	--
Serine	mg/srv		691	--
Glutamic Acid	mg/srv		2531	--
Proline	mg/srv		1271	--
Glycine	mg/srv		3926	--
Alanine	mg/srv		893	--
Valine	mg/srv		774	--
Isoleucine	mg/srv		767	--
Leucine	mg/srv		1283	--
Tyrosine	mg/srv		497	--
Phenylalanine	mg/srv		511	--
Lysine	mg/srv		1077	--
Histidine	mg/srv		277	--
Arginine	mg/srv		555	--
Cystine	mg/srv		237	--
Methionine	mg/srv		330	--

Serving Size: 36 g

*01 revision to update serving size to 36 g per client request.

QA Verified: Adriana Torres

Approved: Kristie Kokeny

Digitally signed by Kristie Kokeny
 DN: cn=Kristie Kokeny, o=Chromadex, Inc.,
 ou=Quality Assurance,
 email=kristie@chromadex.com, c=US
 Date: 2014.10.02 16:17:47 -0600

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Page 1 of 1

ND – Not Detected

BRL – Below reporting limit (compound detected below RL)



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Analytical Results Sheet

Customer:	Oliver Law Group PC	Report Number:	CDXA-ARS-20871-01*
Address (City, State):	Rochester, MI	Project Number:	ORD66767
Sample Name:	Giant Sport Delicious Protein	Date Received:	08-Jul-14
Sample Lot:	GSDV10714	Purchase Order:	Not specified
CDXA Number:	CDXA-14-4180	Date of Report:	02-Oct-14
Assay:	Total Nitrogen	Page:	1 of 1
Part Number:	CDA-00101164-ARS	Test Location:	Sub15
Method:	Kjeldahl AOAC 954.01		

Analyte	Units	Spec.	Result	Reporting Limit
Nitrogen	g/srv	—	3.84	—

Serving size: 36g

*01 revision to update serving size to 36 g per client request.

QA Verified: Adriana Torres

Approved: **Kristie Kokeny**
Digitally signed by Kristie Kokeny
 DN: cn=Kristie Kokeny, o=Chromadex, Inc., ou=Quality Assurance, email=kristie@chromadex.com, c=US
 Date: 2014.10.02 16:22:23 -0500
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ND – Not Detected
 BRL – Below reporting limit (compound detected below RL)

CDXA-PR-154-00

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• **REFERENCES**

- 1) CDXA-ARS-20871-01; Nitrogen by Kjeldahl
- 2) CDXA-ARS-20813-01; Total Amino acids Profile by HPLC
- 3) CDXA-ATR-6457-01; Amino acids Base Panel of 21
- 4) CDXA-ATR-6299-01; Taurine by HPLC
- 5) CDXA-ATR-6490-01; Creatine by HPLC
- 6) CDXA-ARS-20917-00; Elemental Analysis

REVISION HISTORY

<u>Revision Number</u>	<u>Document/Changes</u>
00	Reference CDXA-PR-153-00 ORD66767 for report change.

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SUMMARY

- **ABSTRACT**

One sample was received from Oliver Law Group for a multitude of analyses.

- 1) Giant Sport Delicious Protein (lot# GSDV10714); ChromaDex sample# CDXA-14-4180.

- **OBJECTIVE**

To perform necessary tests to investigate potential adulteration in "Giant Sport Delicious Protein (lot# GSDV10714)" provided by Oliver Law Group.

- **INTRODUCTION**

The sample from Oliver Law Group was analyzed for Nitrogen content by the Kjeldahl method; elemental analysis for Carbon, Hydrogen & Nitrogen content; free and Total amino acid content; Taurine, Glycine and Creatine content.

- **DISCUSSION**

The sample from Oliver Law Group was analyzed for nitrogen content by the Kjeldahl method; elemental analysis for Carbon, Hydrogen & Nitrogen content; free and Total amino acid content; Taurine, Glycine and Creatine content. The results for the individual analyses are included in the appended reports. A summary is included below in Table 1.

Table 1; Sample: CDXA-14-4180

Analysis	Units	Result
Nitrogen by Kjeldahl	g/srv (36g)	3.84
Total Amino acids	mg/srv (36g)	17654
Free Amino acids	mg/srv(36g)	5722.7
Taurine (free)	mg/srv(36g)	3230
Glycine (free)	mg/srv(36g)	3050
Creatine	mg/srv(36g)	834; 1170
Elemental Analysis	%	42.49% C; 6.67% H; 11.07% N

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Process Report

Customer:	Oliver Law Group PC	Report Number:	CDXA-PR-154-00
Address (City, State):	Rochester, MI	Project Number:	ORD68622
Purchase Order:	N/A	Date Received:	08 Jul 14
Date of Report:	7-Oct-14	Test Location:	Boulder, CO
Assay:	Report Change for Analysis of Samples from Oliver Law Group		
Part Number:	CDA-RPTCHG		

Prepared By: Richard Vigil 07-Oct-14
 Manager, Analytical Services Date

Reviewed By: Aron Erickson 07-Oct-14
 R&D Director Date

Approved By: Sarah Garthe 07-Oct-14
 Quality Assurance Date

Digitally signed by Sarah Garthe
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 email=SarahG@chromadex.com, c=US
 Date: 2014.10.07 15:26:51 -06'00'

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