

II. PARTIES

Plaintiffs

3. Plaintiff Gubala is a resident of Illinois who purchased the Product for approximately \$39.00 in Wheaton, Illinois from a Vitamin Shoppe store located at 1901 South Naperville Road.

4. Plaintiff Norris is a resident of South Carolina who purchased the Product for approximately \$39.00 in Greenville, South Carolina at Vitamin Shoppe Store #305.

Defendants

5. Defendants Allmax Nutrition, Inc. is a Canadian corporation with its principal place of business in Toronto, Ontario. Allmax is a supplier of bodybuilding and sports nutrition supplements in the United States and Canada.

6. Defendants HBS International Corp. is a Canadian corporation with its principal place of business in Toronto, Ontario. HBS also maintains an office in Carson City, Nevada. Upon information and belief, HBS is a wholly-owned subsidiary of Allmax and distributes Allmax's line of products in the United States and Canada for purchase at a variety of retailers.

III. JURISDICTION AND VENUE

7. This Court has original jurisdiction over this controversy pursuant to 28 U.S.C. § 1332(d), because the matter in controversy exceeds the sum or value of \$5,000,000.00, exclusive of interest and costs, and because this is a class action in which any member of a class of plaintiffs is a citizen of a state different from any defendant.

8. Diversity jurisdiction exists because Plaintiff is a resident of Illinois and Defendants is a citizen of Delaware and Rhode Island.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) and (c) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, Defendants is a corporation with a registered agent in this District, and Defendants transacts business and/or have agents within this District.

IV. GENERAL ALLEGATIONS

10. Whey is a complete protein source, meaning it contains all the essential amino acids one needs to build protein-based compounds such as muscle tissue, skin, fingernails, hair and enzymes. It is especially rich in branched-chain amino acids – leucine, isoleucine, and valine – which are metabolized directly within one's muscles as opposed to being processed in the liver first.

11. Sales of whey protein products are expected to grow 62% to reach U.S. \$7.8 billion in 2018.¹ However, due to the high level of competition in the market and the escalating price of wholesale whey protein, sellers' profit margins are slim.

12. Defendants designed, manufactured, warranted, advertised and sold the Product throughout the United States, and continue to do so.

13. To reduce its protein manufacturing costs and enhance the nitrogen content of the Product, Defendants engages in what is commonly referred to as "protein-spiking," "nitrogen-spiking," or "amino-spiking": Defendants adds nitrogen-containing, cheap, and less beneficial free form amino acids and non-protein ingredients to the Product.

14. Because nitrogen is the "tag" used in protein content calculation, the addition of such ingredients is not revealed by protein content testing. In fact, the testing method is neither a direct measure of the actual protein content in the Product, nor a measure of the type of nitrogen-containing compounds in the Product.

¹ <http://www.euromonitor.com/sports-nutrition-in-the-us/report> (Last visited November 11, 2014).

15. Once the spiking agents are removed from the formula of analysis and the “bound” amino acid count is determined, the Product’s true protein content can be determined. When the Product’s protein content is calculated based on the total bonded amino acids in the Product, the Product’s actual protein content is revealed to be 17.914 grams per serving. **Exhibit A.**

16. Protein-spiking has been condemned by the American Herbal Products Association, which recently issued a standard for manufacturers for measuring the true protein content of their products.² In addition, General Nutrition Centers, Inc., one of the largest distributors of whey protein products in the United States, has publicly criticized protein-spiking as having the effect of misleading consumers, who are unaware of the actual protein content of the spiked products they purchase.³

17. Several studies show that because free-form amino acids are not absorbed as effectively as whole protein, and they do not provide the same beneficial effects as whole protein.⁴

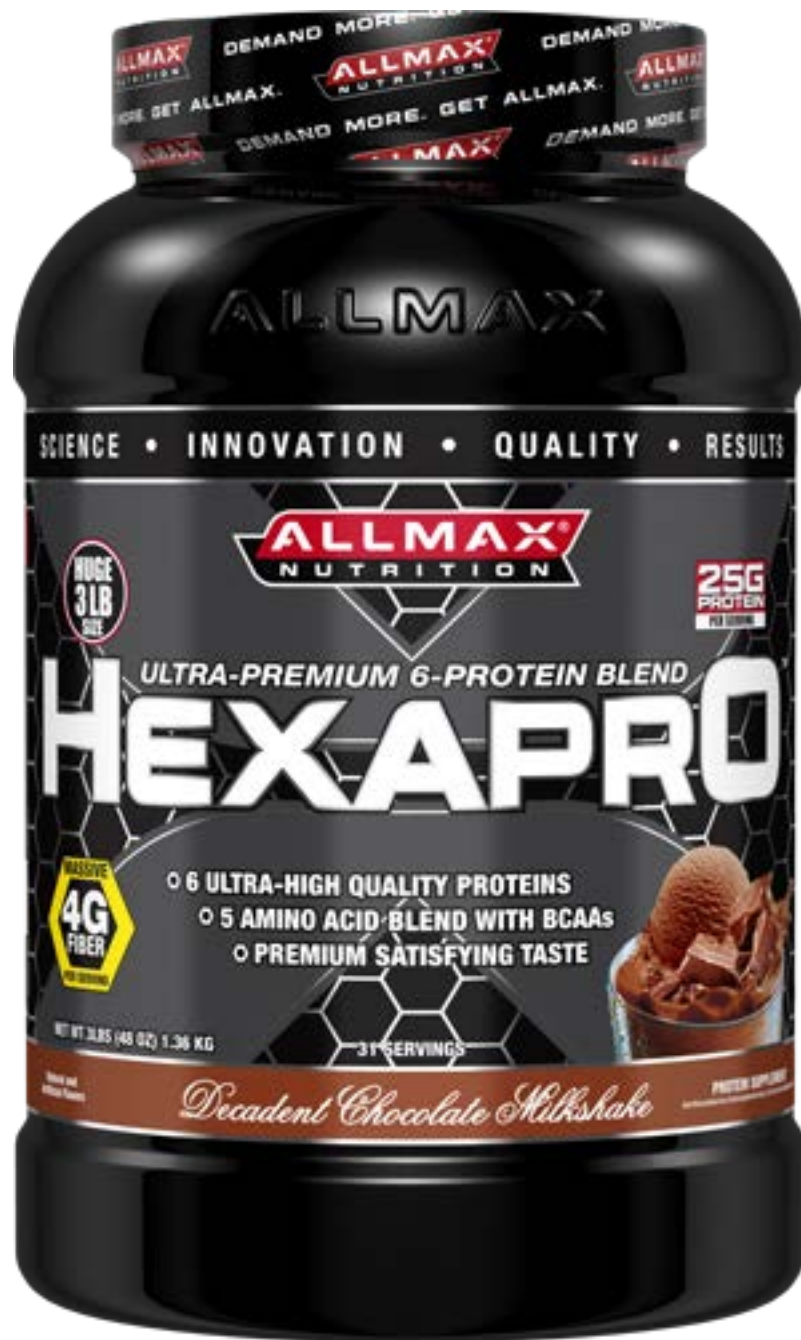
18. Below is a picture of the front of Defendants’ Product label.⁵

² The standard defines protein as a “chain of amino acids connected by peptide bonds,” and provides for the exclusion of non-protein nitrogen-containing substances for protein-content calculation and labeling purposes. www.apha.org/default.aspx?tabid=441 (Last visited November 11, 2014). The National Academy of Sciences similarly defines protein as macromolecules with links of amino acids; excluded from the definition are free form amino acids and creatine.

³ www.gnclivewell.com/realprotein (Last visited November 11, 2014).

⁴ See Di Pasquale MG, Amino Acids and Proteins for the Athlete: The Anabolic Edge, Second Edition (CRC Press; 2008:190); Katsanos C, et al., Whey protein ingestion in elderly results in greater muscle protein accrual than ingestion of its constituent essential amino acid content (Nutr. Res. Oct. 2008; 28(10):651-658); Magne H, et al., Contrarily to whey and high protein diets, dietary free leucine supplementation cannot reverse the lack of recovery of muscle mass after prolonged immobilization during ageing (J. Physiol. Apr 15, 2012; 590(Pt 8): 2035-2049); Terada T, Inui K., Peptide transporters: structure, function, regulation and application for drug delivery (Curr Drug Metab. 2004;5:85-94).

⁵ The Product is sold in different flavors and quantities. Defendants’s smaller Product package contains label statements which are identical in style and size proportion. Defendants also sell gluten free and vegetarian versions of the Product.



19. The Product's identity, "Ultra-Premium 6-Protein Blend," is prominently stated on the principal display panel of the label.

20. The Product's statement of identity is intended to lead consumers to believe that the Product contains protein derived exclusively from the "Ultra-Premium 6-Protein Blend."⁶ This is misleading, and draws reasonable consumers' attention away from the significant amount of free form amino acids and non-protein ingredients in the protein powder. Reasonable consumers should not be forced to look beyond the misleading representations on the front of Defendants' Product label to discover the truth about the Product: that it does not provide the protein it purports to deliver. Instead, reasonable consumers should be able to trust that the representations on the front of Defendants' label are consistent with the ingredient list, and not the opposite as in the case of Defendants' Product.

21. Also on the principal display panel, adjacent to the statement of identity, the label states the Product contains "25 G[rams] Protein Per Serving."

22. This label claim, positioned adjacent to the Product's statement of identity, is intended to lead reasonable consumers to believe that the Product contains 25 grams of the "Ultra-Premium 6-Protein Blend"-type protein per serving.

23. The truth is, however, that the Product does not contain 25 grams of the "Ultra-Premium 6-Protein Blend"-type protein per serving. Rather, because Defendants spike the Product with free form amino acids and non-protein ingredients, the Product contains only 17.914 grams of the "Blend"-type protein per serving. **Ex. A.**

24. Below is a picture of the Product's information panel, showing the ingredients list and supplement facts:

⁶ The Product's "Ultra-Premium 6-Protein Blend" is comprised of the following complete proteins: Whey Protein Concentrate, Milk Protein Isolate, Whey Protein Isolate, Micellar Casein, Egg Albumin and Hydrolyzed Whey.

Ingredients: **HEXAPRO™** 6-Protein Blend (Whey Protein Concentrate [WPC 80%, Cold-Temperature Processed, Cross-Flow Microfiltered], Milk Protein Isolate [80% Casein:20% Whey], Whey Protein Isolate [WPI 90%, Cold-Temperature Processed, Cross-Flow Microfiltered], Micellar Casein [MC 90%, Undenatured], Egg Albumin, Hydrolyzed Whey), **HEXAPRO™** AminoPlex (L-Glycine, L-Taurine, L-Leucine, L-Isoleucine, L-Valine), **HEXAPRO™** Suspension Matrix (Maltodextrin, Fibersol-2®, Inulin, Xanthan Gum, Cellulose Gum, Carrageenan), **HEXAPRO™** Lipid Fuel (Sunflower Oil, Soy Oil, High-MCT Coconut Oil, CLA (Conjugated Linoleic Acid), High-Omega3 Flax Seed Oil).
Other Ingredients: Cocoa Powder, Natural and Artificial Flavors, Caramel Color, Sodium Chloride, Acesulfame Potassium, Sucralose.
ALLERGEN INFORMATION: Contains Protein derived from Milk and Egg; contains Lecithin derived from Soy (less than 1%). Produced in a facility that also handles peanut, tree nut, fish, crustaceans/shellfish, and wheat products.

Supplement Facts

Serving Size: 44 g
 Servings Per Container: 56

Amount Per Serving	% Daily Value*	
Calories	176	
Calories from Fat	36	
Total Fat	4 g	6%
Saturated Fat	1 g	5%
<i>Trans</i> Fat	0 g	-
Monounsaturated Fat	3 g	13%
Cholesterol	24 mg	8%
Sodium	122 mg	5%
Potassium	370 mg	11%
Total Carbohydrate	10 g	3%
Dietary Fiber	4 g	16%
Sugars	1 g	-
Protein	25 g	50%
Vitamin A	13 IU	0%
Vitamin C	0.01 mg	0%
Calcium	113 mg	11%
Iron	0.3 mg	2%

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

25. On the ingredients list label, Defendants list several free form amino acids as sub-ingredients of its “AminoPlex,” including L-Glycine, L-Taurine, L-Leucine, L-Valine, and L-Isoleucine.

26. These same free form amino acids were included in the calculation of the Product’s protein content. Yet, Defendants list these free form amino acids as sub-ingredients of

“AminoPlex” and not as sub-ingredients of its “6-Protein Blend” or Whey Protein Isolate, thereby admitting that these free form amino acids are in fact not protein.

27. The ingredients list label again refers to the Product’s “6-Protein Blend,” here as the Product’s primary ingredient.

28. A reasonable consumer, having read the statement of identity “Ultra-Premium 6-Protein Blend” and the adjacent claim of “25 G[rams] Protein Per Serving,” is further misled about the Product’s actual protein content.

29. Defendants’ use of the term “6-Protein Blend” in a way that is interchangeable with the term “protein” is intended to mislead a reasonable consumer that the protein in the product is comprised solely of the “6-Protein Blend”-type protein.

30. Defendants used the above-referenced statements when they marketed, advertised and promoted the Product on their website and in other materials, and continue to do so.

31. Defendants’ protein-spiking and labeling, marketing and advertising of the Product causes real harm to consumers who require certain levels of protein supplementation in their diets. A reasonable consumer who purchases the Product, and who requires a certain amount of protein supplementation as part of a fitness regimen or for real health needs, is left to ingest less protein than the amount Defendants expressly and/or implicitly represent will be provided.

32. The difference between the product Defendants expressly and/or implicitly purport to deliver, and the Product actually delivered, is significant. The amount of actual protein provided by the Product directly affects its value to reasonable consumers. Because of Defendants’ practices, such consumers are misled and deceived into paying an inflated price for Defendants’ Product.

33. Pursuant to 21 U.S.C. § 321(ff), the Product is a “food” regulated by the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.* (“FDCA”), and the FDCA regulations.

34. Defendants’ false and misleading label statements violate 21 U.S.C. § 343(a) and the so-called “little FDCA” statutes adopted by many states,⁷ which deem food misbranded when “its labeling is false or misleading in any particular.”

35. FDCA regulations specifically prohibit as misleading Defendants’ use of the Product name “Ultra-Premium 6-Protein Blend” to describe a product that has been spiked with substantial amounts of free form amino acids and non-protein ingredients. 21 C.F.R. § 101.18(b).

36. Illinois has expressly adopted the federal food labeling requirements as its own: “[A] federal regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation.” 410 ILCS 620/21.

37. Pursuant to 410 ILCS 620/21, which mirrors 21 U.S.C. § 343(a), “A food is misbranded- (a) If its labeling is false or misleading in any particular.”

38. The Illinois Consumer Fraud Act (“ICFA”) also protects Defendants’ consumers, and provides:

§ 2. Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

39. Defendants’ false, deceptive and misleading label statements are unlawful under several states’ Consumer Fraud Acts.

⁷ See, e.g., 410 ILCS 620/11.

40. The introduction of misbranded food into interstate commerce is prohibited under the FDCA and all state parallel statutes cited in this Class Action Complaint.

41. Defendants intended for Plaintiffs and the Class members to be misled.

42. Defendants' misleading and deceptive practices proximately caused harm to the Plaintiffs and the Classes.

V. CLASS ACTION ALLEGATIONS

43. Plaintiffs bring this action individually and as representatives of all those similarly situated pursuant to Rule 23 F.R.C.P. on behalf of the below-defined Classes:

National Class: All persons in the United States that purchased the Product.

Consumer Fraud Multi-State Class: All persons in the States of California, Florida, Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, and Washington that purchased the Product.⁸

Illinois Subclass: All persons in the State of Illinois that purchased the Product.

South Carolina Subclass: All persons in the State of South Carolina that purchased the Product.

Excluded from the Classes are Defendants and its affiliates, parents, subsidiaries, employees, officers, agents, and directors. Also excluded are any judicial officers presiding over this matter and the members of their immediate families and judicial staff.

⁸ The States in the Consumer Fraud Multi-State Class are limited to those States with similar consumer fraud laws under the facts of this case: California (Cal. Bus. & Prof. Code §17200, *et seq.*); Florida (Fla. Stat. §501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 502/1, *et seq.*); (Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §445.901, *et seq.*); Minnesota (Minn. Stat. §325F.67, *et seq.*); Missouri (Mo. Rev. Stat. 010, *et seq.*); New Jersey (N.J. Stat. §56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §349, *et seq.*); and Washington (Wash. Rev. Code §19.86.010, *et seq.*).

44. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

45. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Classes are so numerous that their individual joinder herein is impracticable. On information and belief, Class members number in the thousands to millions. The precise number of Class members and their addresses are presently unknown to Plaintiffs, but may be ascertained from Defendants' books and records. Class members may be notified of the pendency of this action by mail, email, Internet postings, and/or publication.

46. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** Common questions of law and fact exist as to all Class members and predominate over questions affecting only individual Class members. Such common questions of law or fact include:

- a. The true nature of the protein content in the Product;
- b. Whether the marketing, advertising, packaging, labeling, and other promotional materials for the Product are deceptive;
- c. Whether Defendants' actions violate the State consumer fraud statutes invoked below;
- d. Whether Defendants were Unjustly Enriched at the expense of the Plaintiffs and Class Members; and
- e. Whether Defendants violated an Express Warranty to Plaintiffs and Class Members.

47. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs, on behalf of himself and the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

48. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the claims of the other members of the Classes because, among other things, all Class members were comparably injured through Defendants' uniform misconduct described above. Further, there are no defenses available to Defendants that are unique to Plaintiffs.

49. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other Class members they seek to represent, they have retained counsel competent and experienced in complex class action litigation, and they will prosecute this action vigorously. The Classes' interests will be fairly and adequately protected by Plaintiffs and their counsel.

50. **Insufficiency of Separate Actions – Federal Rule of Civil Procedure 23(b)(1).** Absent a representative class action, members of the Classes would continue to suffer the harm described herein, for which they would have no remedy. Even if separate actions could be brought by individual consumers, the resulting multiplicity of lawsuits would cause undue hardship and expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive of the interests of similarly situated purchasers, substantially impeding their ability to protect their interests, while establishing

incompatible standards of conduct for Defendants. The proposed Classes thus satisfy the requirements of Fed. R. Civ. P. 23(b)(1).

51. Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).

Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the members of the Classes as a whole.

52. Superiority – Federal Rule of Civil Procedure 23(b)(3). A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other members of the Classes are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, so it would be impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VI. CAUSES OF ACTION

COUNT I

Violation of State Consumer Fraud Acts (On Behalf of the Multi-State Class)

53. Plaintiffs incorporate paragraphs 1-52 as if fully set forth herein.

54. The Consumer Fraud Acts of the States in the Consumer Fraud Multi-State Class⁹ prohibit the use of unfair or deceptive business practices in the conduct of trade or commerce.

55. Defendants intended that Plaintiffs and each of the other members of the Consumer Fraud Multi-State Class would rely upon their deceptive conduct, and a reasonable person would in fact be misled by this deceptive conduct.

56. As a result of the Defendants' use or employment of unfair or deceptive acts or business practices, Plaintiffs and each of the other members of the Consumer Fraud Multi-State Class have sustained damages in an amount to be proven at trial.

57. In addition, Defendants' conduct showed malice, motive, and the reckless disregard of the truth such that an award of punitive damages is appropriate.

COUNT II

Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (In the alternative to Count I and on behalf of the Illinois Subclass)

58. Plaintiffs incorporate paragraphs 1-52 as if fully set forth herein.

59. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1 *et seq.* ("ICFA") prohibits the use of unfair or deceptive business practices in

⁹ California (Cal. Bus. & Prof. Code §17200, *et seq.*); Florida (Fla. Stat. §501.201, *et seq.*); Illinois (815 Ill. Comp. Stat. 502/1, *et seq.*); (Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws §445.901, *et seq.*); Minnesota (Minn. Stat. §325F.67, *et seq.*); Missouri (Mo. Rev. Stat. 010, *et seq.*); New Jersey (N.J. Stat. §56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §349, *et seq.*); and Washington (Wash. Rev. Code §19.86.010, *et seq.*).

the conduct of trade or commerce. The ICFA is to be liberally construed to effectuate its purpose.

60. Defendants intended that Plaintiffs and each of the other members of the Class would rely upon their deceptive conduct, and a reasonable person would in fact be misled by this deceptive conduct.

61. As a result of the Defendants' use or employment of unfair or deceptive acts or business practices, Plaintiffs and each of the other members of the Illinois and National Classes have sustained damages in an amount to be proven at trial.

62. In addition, Defendants' conduct showed malice, motive, and the reckless disregard of the truth such that an award of punitive damages is appropriate.

COUNT III

Unjust Enrichment

(On Behalf of the Illinois, South Carolina and National Classes)

63. Plaintiffs incorporate paragraphs 1-52 as if fully set forth herein.

64. Plaintiffs and Class Members conferred benefits on Defendants by purchasing the Product.

65. Defendants received a substantial benefit in the form of payments from Plaintiffs and members of the Classes for purchasing the Product.

66. Plaintiffs and members of the Classes would not have purchased the Product if they had been aware of its misleading labeling, and the true nature and quality of the Product.

67. Plaintiffs and members of the Classes reasonably expected to receive a product containing substantially higher amounts of complete protein from the "6-Protein Blend" per serving.

68. Defendants' retention of its benefit without providing the product Plaintiffs and members of the Classes reasonably expected to receive would be unjust and inequitable.

69. Because Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiffs and Class Members is unjust and inequitable, Defendants must pay restitution to the Plaintiffs and the Class Members for their unjust enrichment, as ordered by the Court.

COUNT IV
Breach of Express Warranty
(On Behalf of the Illinois, South Carolina and National Classes)

70. Plaintiffs incorporate paragraphs 1-52 as if fully set forth herein.

71. Plaintiffs, and each member of the Classes formed a contract with Defendants at the time Plaintiffs and the other Class members purchased the Products. The terms of the contract includes the promises and affirmations of fact made by Defendants on the Product's packaging and through marketing and advertising, as described above. This labeling, marketing and advertising constitute express warranties and became part of the basis of bargain, and are part of the standardized contract between Plaintiffs and the members of the Classes and Defendants.

72. Defendants purports through its advertising and packaging to create express warranties that the Product contained certain ingredients and that the protein content was derived from actual complete proteins.

73. All conditions precedent to Defendants' liability under this contract were performed by Plaintiffs and the Classes when they purchased the Product.

74. Defendants breached express warranties about the Product and its qualities because Defendants' statements about the Product were false and the Products does not conform to Defendants' affirmations and promises described above. Plaintiffs and the Class Members

would not have purchased the Product had they known the true nature of the Product's ingredients and what the Product did and did not contain.

75. As a result of Defendants' breach of warranty, Plaintiffs and Class Members have been damaged in the amount of the purchase price of the Product and any consequential damages resulting from the purchases.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all claims in this complaint so triable.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Classes proposed in this Complaint, respectfully requests that the Court enter judgment as follows:

- A. Declaring that this action is a proper class action, certifying the Class as requested herein, designating Plaintiffs as Class Representatives and appointing the undersigned counsel as Class Counsel for the Classes;
- B. Ordering Defendants to pay actual damages to Plaintiffs and the other members of the Classes;
- C. Ordering Defendants to pay punitive damages, as allowable by law, to Plaintiffs and the other members of the Classes;
- D. Ordering Defendants to pay statutory damages, as provided by the applicable state consumer protection statutes invoked above, to Plaintiff and the other members of the Classes;
- E. Ordering Defendants to pay attorneys' fees and litigation costs to Plaintiffs and the other members of the Classes;
- F. Ordering Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- G. Leave to amend this Complaint to conform to the evidence presented at trial; and
- H. Ordering such other and further relief as may be just and proper.

Dated: November 19, 2014

Respectfully submitted,

/s/ Joseph J. Siprut

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And the Proposed Putative Classes

* *Pro Hac Vice* Application Forthcoming

EXHIBIT A



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Process Report

Customer:	Barbat, Mansour & Suciu PLLC	Report Number:	CDXA-PR-162-00
Address (City, State):	Detroit, MI	Project Number:	ORD68441
Purchase Order:	N/A	Date Received:	22Sep 14
Date of Report:	23-Oct-14	Test Location:	Boulder, CO
Assay:	Analysis of Allmax Nutrition Hexapro Sample from Barbat, Mansour & Suciu PLLC		
Part Number:	PRJ-CONSOL-RPT; CDA-00100666-ATR; CDA-00100140-ARS; CDA-00100197-ATR		

Prepared By: Sylesh Venkataraman, Ph.D
Sr. Director, Laboratory

23-Oct-14
Date

Reviewed By: Aron Erickson
Director, Laboratory Operations

23-Oct-14
Date

Approved By: Sarah Garthe
Quality Assurance

Digitally signed by Sarah Garthe
DN: cn=Sarah Garthe, o=ChromaDex
Analytics, ou=Quality Assurance,
email=SarahG@chromadex.com, c=US
Date: 2014.10.23 16:49:18 -06'00'

23-Oct-14
Date

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.

SUMMARY

- **ABSTRACT**

The Sample was received from Barbat, Mansour & Suci PLLC for a multitude of analyses.

- 1) Allmax Nutrition Hexapro (Lot#13214; ChromaDex sample# CDXA-14-5817)

- **INTRODUCTION**

The sample from Barbat, Mansour & Suci PLLC was analyzed for Free and Total amino acid content and Taurine content.

- **DISCUSSION**

A summary of the results are included below in Table 1. Table 2 lists the individual amino acids from the total and free amino acids analyses.

Table 1; CDXA-14-5817

Analysis	CDXA-14-5817 (mg/serving 44g)
Total Amino acids	22814
Total Free Amino acids	5399
Total Bound Amino acids	17914
Taurine	1649

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.

Table 2 –CDXA-14-5817

Analyte	Units	Total Amino Acids	Free Amino Acids	Bound Amino acids
Aspartic acid	mg/serving	1760	ND	1760
Glutamic acid	mg/serving	3120	ND	3120
Serine	mg/serving	880	ND	880
Histidine	mg/serving	375	ND	375
Glycine	mg/serving	5280	4900	380
Threonine	mg/serving	1060	ND	1060
Arginine	mg/serving	616	ND	616
Alanine	mg/serving	1070	ND	1070
Tyrosine	mg/serving	603	ND	603
Cystine	mg/serving	314	ND	314
Valine	mg/serving	999	ND	999
Methionine	mg/serving	397	ND	397
Phenylalanine	mg/serving	656	ND	656
Isoleucine	mg/serving	994	ND	994
Leucine	mg/serving	1750	ND	1750
Lysine	mg/serving	1510	ND	1510
Proline	mg/serving	1430	ND	1430
Asparagine	mg/serving		ND	
Glutamine	mg/serving		ND	
Tryptophan	mg/serving		499	
Hydroxyproline	mg/serving		ND	
Total	mg/serving	22814	5399	17914
Serving Size = 44 g				

• REFERENCES

- 1) CDXA-ATR-6677-00; Amino acids Base Panel of 21
- 2) CDXA-ATR-6642-00; Taurine by HPLC
- 3) Sub 12; Report# 1088103-0 Total Amino acids by Profile by HPLC

REVISION HISTORY

Revision Number Document/Changes

00

New report

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.