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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DANIEL RUCHMAN, *individually and on
behalf of all those similarly situated,*

Plaintiff,

vs.

DAS LABS LLC, dba BUCKED UP, *a
Utah limited liability company,*

Defendants.

Case No.: 26-cv-05871-CAS-SSC

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT DAS LABS LLC'S
MOTION TO DISMISS**

Date: September 7, 2026

Time: 10:00am

Place: Courtroom 8D

Hon. Christina A. Snyder

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

Plaintiff Daniel Ruchman fails to plausibly allege facts that allow him to invoke this Court’s jurisdiction with respect to claims for equitable restitution. The Supreme Court has recognized that even at the motion to dismiss stage a plaintiff must plead allegations that show the plaintiff’s legal remedies are inadequate. Plaintiff’s allegations here fall short. The allegations are not factual allegations but statements of law applicable to any claim brought under California’s Unfair Competition Law, Consumer Legal Remedies Act, and False Advertising Law. Such allegations are insufficient to support jurisdiction, and courts have recognized as much. Ruchman’s allegations regarding inadequate legal remedies fail for a different reason: his legal and equitable claims cover the exact same conduct and seek the same amount of money from Defendant. At bottom, Ruchman has a legal remedy, but his claims to the contrary amount to no more than he would like to maintain his equitable claims as a backup in case he loses on those legal claims. Federal law allows no such thing.

For these reasons, Ruchman’s claims for equitable restitution fail as a matter of law.

II. Background

Defendant DAS Labs LLC (“DAS”) manufactures and sells protein sodas in various flavors (the “Products”). (Dkt. No. 1, Compl. (“Compl.”) ¶ 19.) All flavors of the soda state that they contain 25 grams of protein per can. (*See id.* ¶ 20.) Ruchman alleges that he purchased the rainbow candy flavor of the Product on or about January 8, 2026, from a Vitamin Shoppe store in Thousand Oaks, California. (*Id.* ¶ 18.) He claims the Products contained less protein than advertised. (*See id.*)

Based on these allegations, he seeks equitable restitution under the California Consumer Legal Remedies Act (“CLRA”) Civ. Code § 1750, (*id.* ¶¶ 55-63), a claim for unjust enrichment (*id.* ¶¶ 64-72), under the California Unfair Competition Law (“UCL”) Bus. & Prof. Code § 17200 *et seq.* (*id.* ¶¶ 78-101); and under the California False Advertising Law (“FAL”), Bus. & Prof. Code § 17500 *et seq.* (*id.* ¶¶ 102-08). He also seeks damages under both the CLRA (*id.* ¶¶ 55-63) and for breach of express warranty (*id.* ¶¶ 73-

77).

III. Legal Standards

The court must dismiss a claim if it fails to state a claim upon which relief can be granted. Fed. R. Civ. P. 8, 12(b)(6). The complaint must state sufficient factual matter, accepted as true, to state a claim for relief that is plausible on its face. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). A claim has facial plausibility only if the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). Allegations that are merely consistent with liability do not suffice. *Id.*

The court does not accept as true “legal conclusions,” “labels and conclusions” or a “formulaic recitation of the elements of a cause of action[.]” *Iqbal*, 556 U.S. at 678. A “naked assertion” devoid of “further factual enhancement” does not suffice. *Id.* (citation omitted).

IV. Plaintiff Has Failed to Plead Inadequate Legal Remedies, Requiring Dismissal of His Equitable Restitution Claim.

Ruchman fails to allege an inadequate legal remedy, and the Court must therefore dismiss his claims for equitable restitution. Before he can avail himself of a federal court’s equitable jurisdiction, he must demonstrate that he lacks an adequate remedy at law. *O’Shea v. Littleton*, 414 U.S. 488, 502 (1974) (affirming dismissal because complaint failed to plead “the basic requisites of the issuance of equitable relief” including “the inadequacy of legal remedies”); *Guaranty Trust Co. of New York v. York*, 326 U.S. 99, 105-06 (1945). Both Supreme Court and Ninth Circuit case law require a plaintiff to plead facts establishing legal remedies are inadequate. *See O’Shea*, 414 U.S. at 502; *Sonner*, 971 F.3d at 844 (“[T]he operative complaint does not allege that Sonner lacks an adequate legal remedy.”); *accord Gonzalez v. Chattem, Inc.*, No. 23-cv-00102-HSG, 2023 WL 8101923, at *9 (N.D. Cal. Nov. 21, 2023); *Freund v. HP, Inc.*, No.22-cv-03794-BLF, 2023 WL 187506, at *6 (N.D. Cal. Jan. 13, 2023). A plaintiff fails to plead inadequate remedies where “the scope of the claim for legal damages does not materially differ from that of the

claim for restitution.” *Gradney v. Polar Beverages*, No. 25-cv-02149-EMC, 2025 WL 2105831, at *9 (N.D. Cal. July 28, 2025). Courts also dismiss equitable remedies where allegations as to inadequate legal remedies “fail[] to explain how the same amount of money for the exact same harm is inadequate or incomplete.” *See, e.g., Dutra v. J.R. Simplot Co.*, No. 21-cv-01054-TLN-CKD, 2023 WL 113846, at *7 (E.D. Cal. Jan. 5, 2023)

Ruchman’s claims—both legal and equitable—seek the same amount of money for the same harm, stemming from the same conduct. Ruchman seeks up to a full refund of his purchase of the Product, *see* Compl. ¶ 28 (“Consumers including Plaintiff . . . would not have purchased the Products from Defendant if the truth about the Products was known . . .”), because the Product was allegedly mislabeled by overstating the amount of protein in a can:

- **CLRA:** Compl. ¶ 59 (“As alleged herein, Defendant’s business practices are a violation of the CLRA because Defendant deceptively failed to reveal facts that are material in light of the protein content claims that were made by Defendant on its Products”);
- **Unjust enrichment:** *Id.* ¶ 66 (“Defendant, through its marketing and labeling of the Products, misrepresented and deceived consumers by misrepresenting that the Products provided 25 grams of protein per drink.”);
- **Express warranty:** *Id.* ¶ 74-76 (alleging “Defendant . . . expressly warranted that the Products contained 25 grams of protein per drink” and that the “Products do not conform to this express warranty”);
- **UCL “unfair” prong:** *Id.* ¶ 81 (“Defendant’s business practices, as alleged herein, are “unfair” because it fails to make required disclosures that would inform consumers regarding the content of the protein in its Products.”)
- **UCL “fraudulent” prong:** *Id.* ¶ 89 (“Defendant’s business practices, as alleged herein, are “fraudulent” because it fails to make required disclosures that would inform consumers regarding the content of the protein in its Products.”);
- **UCL “unlawful” prong:** *Id.* ¶ 87 (“Defendant’s business practices, as alleged herein, are “unlawful” because it fails to make required disclosures that would inform consumers regarding the content of the protein in its Products.”);
- **FAL:** *Id.* ¶ 106 (“Defendant’s advertisements and marketing representations

1 regarding the characteristics of the Products were false, misleading, and
2 deceptive as set forth above.”)

3 Although Ruchman attempts to plead that his legal remedies are inadequate, *id.*
4 ¶¶ 32-35, none of these allegations cure the fact that all of his claims seek the same amount
5 of money for the same conduct. First, Ruchman argues his legal claims are inadequate
6 because “[o]btaining a full refund at law is less certain than obtaining a refund in equity,”
7 a claim that operates from an incorrect understanding of the law. According to Ruchman,
8 to receive a full refund as damages, a plaintiff must show the product had no market value
9 but a plaintiff need not make such a showing in equity to receive a full refund. That is
10 wrong as a matter of law: to receive a full refund as either restitution or damages, the
11 plaintiff must show the “product had *no* value to [the consumer].” *In re Tobacco Cases II*,
12 240 Cal. App. 4th 779, 795 (2015) (restitution); *Rosenwald v. Kimberly -Clark Corp.*, 152
13 F.4th 1167, 1178 (9th Cir. 2025) (rejecting full refund as damages for failure to show that
14 product had no value). Further, although Ruchman alleges he would not have purchased
15 the Product if it had been labeled correctly, he also admits he received 82 percent of the
16 advertised protein, meaning there is no scenario where he could obtain a full refund. *See*
17 Compl. ¶ 21. Thus, his claim that a full refund may be harder to obtain as damages than in
18 equity is irrelevant because Ruchman has not adequately alleged a claim based on a
19 worthless product. In any event, Ruchman’s claim that receiving a full refund as damages
20 may prove harder than a full refund in equity is irrelevant. “In the Ninth Circuit, the relevant
21 test is whether an adequate damages remedy is available, not whether the plaintiff elects to
22 pursue it, *or whether she will be successful in that pursuit.*” *Mullins v. Premier Nutrition*
23 *Corp.*, No. 13-cv-01271-RS, 2018 WL 510139, at *2 (N.D. Cal. Jan. 23, 2018), *aff’d sub*
24 *nom*, *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834, 844 (9th Cir. 2020) (emphasis
25 added).

26 Next, Ruchman claims that the elements of his legal claims and equitable claims
27 differ, an allegation which falls short for two reasons. *See* Compl. ¶¶ 33-34. First, as
28 discussed above, all of his claims stem from the same theory and same conduct. As Courts

1 in this district have continuously recognized, that a legal and equitable claim may contain
2 distinct elements or cover different conduct is irrelevant unless the Plaintiff can
3 “differentiate the facts that support their claims” under the different theories. *Axelrod v.*
4 *Lenovo (United States) Inc.*, No. 21-cv-06770-JSW, 2022 WL 976971, at *3 (N.D. Cal.
5 Mar. 31, 2022); *Gradney v. Polar Beverages*, 797 F. Supp. 3d 1016, 1028 (N.D. Cal. 2025).
6 For example, in *Gradney*, the plaintiff claimed that the use of the phrase “100% Natural”
7 on a flavored seltzer water label was false because the product contained synthetic
8 ingredients. 797 F. Supp. 3d at 1019. The plaintiff brought legal claims as well as equitable
9 claims under California’s Unfair Competition Law (“UCL”), including a claim under the
10 UCL “unfair” prong. *Id.* at 1028. The plaintiff alleged that his legal claims were inadequate
11 because the equitable claims (in particular, the UCL “unfair” claim) “covers a broader
12 scope of actionable conduct.” *Id.* The Court rejected this argument recognizing that even
13 if in theory the equitable and legal claims could cover different conduct, that argument
14 “would seem to have little traction in the instant case given the facts alleged.” *Id.* at 1029.
15 The Court recognized that plaintiff’s “unfair” theory—as was true of plaintiff’s legal
16 theories—required a showing that “there would have to be something misleading about the
17 ‘100% Natural’ label in order for it to be deemed ‘unfair.’” Because there were no facts
18 that differentiated the equitable and legal claims, the Court dismissed the equitable claims
19 for failure to allege that legal remedies are inadequate. *See id.* The same is true of
20 Ruchman’s claims. Whatever hypothetical difference there may be between the legal and
21 equitable causes of action is irrelevant where, as here, the actual allegations show the
22 underlying conduct giving rise to all of the claims is the same.

23 Finally, the Court need not consider Ruchman’s claims that a “a jury trial will take
24 longer, and be more expensive, than a bench trial.” Compl. ¶ 35. As other courts have
25 recognized, this allegation is “generally applicable to all jury trials, so if such allegations
26 were enough to establish the inadequacy of a legal remedy, *Sonner* and *Guman*’s rule would
27 be practically nullified.” *Phillips v. Brooklyn Bedding LLC*, No. 23-cv-03781, 2024 WL
28 2830663, at *2 (N.D. Cal. Mar. 28, 2024); *Chebul v. Tuft And Needle, LLC*, No. 24-cv-

1 02707, 2024 WL 5257021, at *4 n.2 (C.D. Cal. Oct. 9, 2024) (same).

2 More generally, Ruchman’s allegations are not allegations at all; rather, they are
3 legal conclusions. And courts do not accept as true “legal conclusions,” “labels and
4 conclusions,” or a “formulaic recitation of the elements of a cause of action[.]” *Iqbal*, 556
5 U.S. at 678. A “naked assertion” devoid of “further factual enhancement” does not suffice.
6 *Id.* (citation omitted). Every single one of Plaintiff’s allegations regarding inadequate legal
7 remedies constitutes a legal conclusion untethered from any actual factual allegations.
8 There is no attempt to allege why a legal theory may prove inadequate, outside of claiming
9 that damages could be harder to prove than restitution, which, as explained above, is an
10 irrelevant factor in this Court’s analysis.

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V. Conclusion

For the reasons stated above, the Court should dismiss Ruchman's claims for equitable restitution.

Dated: August 10, 2026

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The undersigned, counsel of record for Defendant DAS Labs LLC, certifies that this brief contains 2010 words, which complies with the word limit of L.R. 11-6.1.

By: /s/William P. Cole
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CERTIFICATE OF SERVICE

I hereby certify that on August 10, 2026, I caused the electronic filing of the foregoing document, through the CM/ECF system. The aforementioned document will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those indicated as non-registered participants.

/s/William P. Cole

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