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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

AYKUT SARAYLI, individually and on behalf
of all those similarly situated,

Plaintiff,

v.

HUEL, LTD., a British limited company,

Defendant.

Case No. 5:25-cv-02406-PCP

**MEMORANDUM OF LAW IN
SUPPORT OF DEFENDANT HUEL
LIMITED'S MOTION TO DISMISS**

Date: February 26, 2026
Time: 10:00AM
Courtroom: 8
Judge: Hon. P. Casey Pitts

Complaint Filed: March 10, 2025

1 Defendant Huel Limited (“Huel”) respectfully submits this memorandum in support of its
2 motion to dismiss.

3 **INTRODUCTION**

4 Huel is a food company that makes healthy food convenient and affordable, and with
5 minimal impact on animals and the environment. Huel’s products, like its Black Edition protein
6 powder, are made with plant-based, sustainable ingredients. The labels are accurate and comply
7 with Federal regulations.

8 Plaintiff is a captive litigant whose Complaint has been copy and pasted just like dozens of
9 other cases brought by his lawyer. Plaintiff alleges that he bought Huel’s Black Edition powder
10 because the label tricked him into believing that the product contained more protein than was
11 actually present. Plaintiff, however, never actually tested how much protein was in the Black
12 Edition he purchased. Had he checked, he would have discovered that Huel’s label is accurate, and
13 Plaintiff received what he paid for: a nutritious shake with 40 grams of protein.

14 Because he didn’t do any testing, Plaintiff’s case is based on his guess that Huel’s protein is
15 less than reported based on the general qualities of pea and rice protein individually, which are both
16 present in Black Edition. But Plaintiff’s assumption is incorrect because pea and rice proteins
17 complement each other and, when combined, their amino-acid profile is improved.

18 Pursuant to Federal Rule of Civil Procedure 12(b)(1), Huel asserts a factual attack on
19 Plaintiff’s ability to demonstrate Article III standing. Plaintiff cannot show he received less protein
20 than he was expecting. As shown by the Declaration of Lee Boakes (“Boakes Decl.”) filed
21 concurrently with this motion, the protein content reported on Black Edition’s label is accurate.
22 Plaintiff received what he paid for, a protein powder with 40 grams of protein per serving, or 80%
23 of the daily value. Suits by uninjured parties who do not investigate their claims have no business
24 interfering with the critical work of federal courts. Because Plaintiff was never injured, there is no
25 “case or controversy,” and his claims should be dismissed for lack of jurisdiction.

26 **BACKGROUND**

27 Huel makes healthy, tasty, affordable and sustainable food. The company was founded by
28 Julian Hearn in his garage in England. Hearn sold his profitable medical publishing company to

1 start a company with a mission to do the right thing for the planet. Pursuant to this philosophy,
2 Huel makes nutritionally-complete, affordable food that is made from sustainable, plant-based
3 ingredients. For example, Huel’s Black Edition is a shake made with pea protein. It has sufficient
4 protein, vitamins and minerals to provide a nutritionally complete meal. Black Edition is delicious
5 and compliant with federal and state law.

6 **A. Plaintiff’s Claims**

7 Plaintiff is a professional litigant for his lawyer who has filed multiple complaints against
8 Huel for purportedly false advertising. Plaintiff’s lawyer has filed dozens of nearly identical copies
9 of the same complaint on behalf of various professional plaintiffs.

10 Plaintiff claims that between July 2023 and November 2024, he bought chocolate or
11 cookies and cream Black Edition five times from Amazon.com. (Compl. ¶ 18.) He says he
12 “reviewed the front label and Nutrition Facts panel” prior to making his purchase and relied on the
13 statements that Huel has 40 grams of protein per serving, which is 80% of the daily value. (*Id.* ¶¶
14 39, 49.)

15 The theory of Plaintiff’s case is that Black Edition protein powder does not contain as much
16 protein per serving as stated on the product label. However, Plaintiff does not allege the protein
17 content. Nor does he allege that he did any testing to determine whether there was less protein than
18 stated on the label. Instead, Plaintiff *assumes* the protein per serving is less than what is stated
19 because Black Edition is made from pea and rice protein, which generally have a different protein
20 quality than animal-derived proteins. (*Id.* ¶¶ 25, 41, 44-45.)

21 Plaintiff admits that protein sources that have all nine or close to nine essential amino acids
22 are higher quality, as reflected in the Protein Digestibility Corrected Amino Acid Score
23 (“PDCAAS.”) (*Id.* ¶¶ 22-23.) Proteins from dairy and soy have PDCAAS at or near 1.0, whereas
24 proteins from peas and brown rice have PDCAAS of 0.7 and 0.42, respectively. (*Id.* ¶ 25.) Plaintiff
25 does not allege the PDCAAS of a protein source made from a combination of peas and rice. When
26 the PDCAAS is less than 1.0, the protein’s digestibility is reduced, and the FDA requires that
27 percent daily value be corrected by the PDCAAS. (*Id.* ¶ 26.) For example, a product with 50 grams
28

1 of protein per serving and a PDCAAS of 1.0 would report a 100% daily value of protein, but a
2 product with a PDCAAS of 0.7, should report 70%.

3 Plaintiff believes that Huel’s daily value should be less than the reported 80% because it is
4 made from pea and rice protein. Plaintiff knows that Huel is made from pea and rice protein
5 because it says so in the ingredient list next to the percent daily values. At some point, without
6 doing any testing, Plaintiff decided the protein percent daily value must be inaccurate because pea
7 and rice protein separately have a PDCAAS of less than 1.0. Plaintiff claims he was injured
8 because he “would not have purchased the Products” or “would have only been willing to pay a
9 substantially reduced price” if he had known they contained less protein per serving. (*Id.* ¶ 50.)
10 Which, again, he has decided is the case based on what he read on the label.

11 Plaintiff purports to assert three claims: (1) violation of California’s Consumer Legal
12 Remedies Act (“CLRA”); (2) unjust enrichment; and (3) breach of express warranty.

13 **A. The Accused Protein Powder**

14 Huel makes nutritionally complete, affordable food that is made from sustainable, plant-
15 based ingredients. Huel’s Black Edition powder has sufficient protein, vitamins and minerals to
16 provide a nutritionally complete meal. Black Edition is delicious, nutritious, and compliant with
17 federal and state law.

18 Black Edition states that it has 40 grams of protein per serving, which is 80% of the Daily
19 Value. (Compl. ¶¶ 39, 43.) Contrary to Plaintiff’s assumption, the reported daily value is accurate,
20 even taking into account the PDCAAS correction. (Boakes Decl. ¶ 5.) That is because Black
21 Edition is made from a combination of pea and rice protein, which compensate for amino-acid
22 limitations in each other. (*Id.* ¶ 3.) When combined in appropriate ratios, pea and rice protein can
23 have a PDCAAS of 1.0. (*Id.* ¶¶ 3, 7-8.) Because the PDCAAS is approximately 1.0, the PDCAAS-
24 corrected percent daily value is the same as the uncorrected daily value. Huel confirms that the
25 PDCAAS is approximately 1.0 and Huel’s labels are accurate. (*Id.* ¶ 7.)

26 **ARGUMENT**

27 A case is properly dismissed under Federal Rule of Civil Procedure 12(b)(1) when the
28 plaintiff does not establish that they “(1) suffered an injury in fact, (2) that is fairly traceable to the

1 challenged conduct of the defendant, and (3) that is likely to be redressed by a favorable judicial
2 decision.” *Spokeo, Inc. v. Robins*, 578 U.S. 330, 338 (2016), *as revised* (May 24, 2016).

3 A challenge under Rule 12(b)(1) can be based on the face of the complaint or factual, based
4 on affidavits or any other evidence properly before the court.” *St. Clair v. City of Chico*, 880 F.2d
5 199, 201 (9th Cir. 1989).

6 In resolving such a factual motion, the district court need not presume the truthfulness of
7 the plaintiff’s allegations and may review evidence beyond the complaint without converting the
8 motion to dismiss into a motion for summary judgment. *Id.* To avoid dismissal, the plaintiff must
9 demonstrate each element of Article III standing—injury in fact, causation, and redressability—
10 with evidence, not mere allegations. *Lujan v. Defs. Of Wildlife*, 504 U.S. 555, 560-61 (1992).

11 Dismissal is required where the plaintiff fails to carry its burden of establishing standing by
12 a preponderance of the evidence. *Lujan*, 504 U.S. at 561. “The district court obviously does not
13 abuse its discretion by looking to this extra-pleading material in deciding the issue, even if it
14 becomes necessary to resolve factual disputes.” *St. Clair*, 880 F.2d at 201. Where the plaintiff does
15 not present competing evidence creating a factual dispute, the court need *not* consider “whether the
16 jurisdictional and substantive issues are intertwined” such that “jurisdictional determination should
17 await a determination of the relevant facts on either a motion going to the merits or at trial.”
18 *Glinoga v. Sullivan Ent. Inc.*, No. 25CV0707-GPC(SBC), 2025 WL 3035032, at *4 (S.D. Cal. Oct.
19 30, 2025) (quotation omitted).

20 **I. PLAINTIFF FAILS TO PROVE ANY INJURY IN FACT**

21 Plaintiff’s claim should be dismissed because he has not suffered any injury: he received
22 what he paid for, a nutritional with 40 grams of plant protein. A plaintiff who was not actually
23 misled cannot satisfy the injury prong of Article III. *Guttman v. Nissan Foods (U.S.A.) Co.*, No. C
24 15-00567 WHA, 2015 WL 4881073, *3 (N.D. Cal. Aug. 14, 2015) (dismissing case where captive
25 plaintiff was a “self-appointed inspector general roving the aisles of our supermarkets,” rather than
26 an injured consumer).

27 Courts regularly grant factual challenges to standing where defendants offer declarations
28 refuting plaintiff’s claim of injury and plaintiff cannot offer competent contrary proof. *See, e.g.*,

1 *Glinoga v. Sullivan Ent. Inc.*, No. 25CV0707-GPC(SBC), 2025 WL 3035032, at *4 (S.D. Cal. Oct.
 2 30, 2025) (dismissing claim where plaintiff alleged that sensitive information regarding videos he
 3 viewed on defendant’s website was disclosed to third parties, and defendant provided declarations
 4 showing that plaintiff never viewed videos on the website, which plaintiff did not rebut with
 5 competent proof); *Foster v. Essex Prop., Inc.*, No. 5:14-cv-05531-EJD, 2017 WL 264390, at *4
 6 (N.D. Cal. Jan. 20, 2017) (same, where plaintiff alleged his credit card information was leaked in a
 7 data breach, but defendant presented affidavits showing plaintiff’s credit card information was
 8 never saved in the system).

9 For example, in *Burns v. Mammoth Media, Inc.*, the court granted a factual jurisdictional
 10 challenge where plaintiff alleged that he was injured by a data breach, but defendant’s declaration
 11 showed the compromised data was “essentially useless” and “could not possibly” have caused the
 12 harms the plaintiff alleged. No. CV2004855DDPSKX, 2021 WL 3500964, at *3-4 (C.D. Cal. Aug.
 13 6, 2021). In dismissing the case, the Court explained “Plaintiff has failed to meet his burden to
 14 respond to Defendant’s evidence with any competent proof.” *Id.* at 4.

15 The same result is warranted here. Plaintiff’s claims are—without testing or any other
 16 evidence—that there is less protein in Black Edition. The only basis for his claim is that “The
 17 Products use pea and rice protein as the sole protein sources” (Compl. ¶ 41) and, separately, the
 18 “PDCAAS of such proteins is significantly less than 1.0.” (*Id.*). Plaintiff never tested Black Edition
 19 and makes no allegations about the PDCAAS of the combination of pea and rice protein at the ratio
 20 present in Black Edition. Plaintiff’s assumption is wrong. As explained *supra*, pea and rice protein
 21 complement each other. Together, at the appropriate ratios, they can have a PDCAAS of 1.0. That
 22 is the case here. Testing of the raw ingredients used in Black Edition confirms Black Edition has a
 23 PDCAAS of approximately 1.0. (Decl. ¶ 7.) With a PDCAAS score of 1.0, the reported percent
 24 daily value is accurate. Faced with this evidence, Plaintiff has the burden to present “competent
 25 proof” to support his standing allegations. *Burns*, 2021 WL 3500964, at *4. He cannot do so.

1 **II. PLAINTIFF CANNOT PROVE CAUSATION AND REDRESSABILITY**

2 For the same reasons, because Plaintiffs cannot prove Black Edition's label is inaccurate,
3 they also do not show any injury "fairly traceable" to the label that is "redress[able]" by a favorable
4 judicial decision of this Court and their case should be dismissed. *Spokeo*, 578 U.S. at 338.

5 **CONCLUSION**

6 For the foregoing reasons, Huel respectfully requests that the Court grant its motion to
7 dismiss.

8
9 Dated: January 16, 2026

Respectfully submitted,

10 BRAUNHAGEY & BORDEN LLP

11 By: /s/ David H. Kwasniewski
12 David H. Kwasniewski, Esq.

13 *Attorneys for Defendant Huel Limited*
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CERTIFICATE OF SERVICE

I hereby certify that on January 16, 2026, a copy of the foregoing was filed electronically and served by mail upon anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF System.

Respectfully submitted,

BRAUNHAGEY & BORDEN LLP

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