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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF ALAMEDA – NORTHERN DIVISION**

12 PATRICIA BLAND and EDWARD
 13 WHITE, individually and on behalf of all
 14 others similarly situated,

14 Plaintiff,

15 v.

16 PREMIER NUTRITION
 17 CORPORATION; and DOES 1-25,
 18 inclusive,

18 Defendant.

Case No.

CLASS ACTION

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE §§ 1750, *et seq.*;
2. VIOLATION OF THE UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE §§ 17200, *et seq.*; and
3. UNJUST ENRICHMENT

(UNLIMITED MATTER-Amount demanded exceeds \$25,000)

DEMAND FOR JURY TRIAL

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1 Plaintiffs Patricia Bland and Edward White allege causes of action against Defendant
2 Premier Nutrition Corporation ("Premier" or "Defendant"), on behalf of themselves and all
3 others similarly situated, alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is a consumer protection class action arising out of Defendant's false and
6 deceptive advertising dietary supplements. Defendant markets, sells, and distributes "Joint
7 Juice," a line of joint health dietary supplements.¹ Primarily through deceptive product
8 labeling, Defendant promises that Joint Juice will support and nourish cartilage, lubricate
9 joints, and improve joint comfort. These claimed health benefits are the only reason a
10 consumer would purchase Joint Juice. Defendant's advertising claims, however, are false,
11 misleading, and likely to deceive a reasonable person.

12 2. The false and misleading advertising messages are communicated on the labels
13 of all Joint Juice-branded products and throughout Joint Juice marketing materials. It's labels
14 prominently state the Product "helps keep cartilage lubricated and flexible," and that
15 consumers should "drink daily for healthy, flexible joints."

16 3. Plaintiffs bring this action individually and on behalf of all other similarly
17 situated consumers to halt Defendant's dissemination of this false and misleading advertising
18 message, to correct the false and misleading perception it has created in the minds of
19 consumers, and to obtain redress for those who have purchased Joint Juice during the class
20 period.

21 **JURISDICTION AND VENUE**

22 4. This Court has jurisdiction pursuant to Article VI, Section 10 of the California
23 Constitution, because this case is not a cause given by statute to other trial courts.

24 5. This Court has personal jurisdiction over Defendant because Defendant is
25 authorized to and does conduct business in California. Defendant has marketed, promoted,
26

27 ¹ The Joint Juice line consists of all Joint Juice-branded products, including: (1) Joint
28 Juice ready-to-drink supplement drink; (2) Joint Juice On-The-Go Drink Mix; and (3) Joint
Juice Easy Shot Supplement (collectively, "Joint Juice"). Plaintiffs reserve the right to include
other Joint Juice products as a result of discovery.

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1 distributed, and sold Joint Juice in California, and Defendant's headquarters and primary place
2 of business is in California, rendering exercise of jurisdiction by California courts permissible.

3 6. Venue is proper in this Court because Defendant is headquartered in this
4 County, Defendant transacts substantial business in this County, and a substantial part of the
5 events or omissions giving rise to the claim occurred in this County.

6 **PARTIES**

7 7. Plaintiff Patricia Bland is a citizen of the State of California. At all times
8 relevant to this action, she resided in Sherman Oaks, California. Plaintiff Bland was exposed to
9 and saw Defendant's representations by reading the label of Joint Juice. In reliance on the joint
10 health benefit representations, Plaintiff purchased in the State of California 6-packs of 8-ounce
11 ready-to-drink bottles of Joint Juice on numerous occasions beginning in 2015 until
12 approximately January of 2018. By purchasing the falsely advertised Joint Juice products,
13 Plaintiff suffered injury-in-fact and lost money. Joint Juice does not provide the promised
14 benefits. Had Plaintiff Bland known the truth about Defendant's misrepresentations and
15 omissions at the time of her purchases, Plaintiff would not have purchased Joint Juice.

16 8. Plaintiff Edward White is a citizen of the State of California. At all times
17 relevant to this action, he resided in San Leandro, California and Harbor City, California.
18 Plaintiff White was exposed to and saw Defendant's representations by reading the label of
19 Joint Juice at several California Costco Wholesale locations. In reliance on the joint health
20 benefit representations, Plaintiff purchased in the State of California 30-packs of 8-ounce
21 ready-to-drink bottles of Joint Juice on numerous occasions in 2016 until approximately
22 November of 2018. By purchasing the falsely advertised Joint Juice products, Plaintiff
23 suffered injury-in-fact and lost money. Joint Juice does not provide the promised benefits. Had
24 Plaintiff White known the truth about Defendant's misrepresentations and omissions at the
25 time of his purchases, Plaintiff would not have purchased Joint Juice.

26 9. Defendant Premier Nutrition Corporation ("Premier") f/k/a Joint Juice, Inc. is a
27 corporation headquartered in Emeryville, California, and organized and existing under the
28 laws of the state of Delaware. Premier's headquarters is located at 1222 67th Street, Suite 210,

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1 Emeryville, California, 94608. Prior to that, Premier was headquartered at 5905 Christie
 2 Avenue, Emeryville, California, 94608. As of August 2013, Premier became a wholly-owned
 3 subsidiary of Post Holdings, Inc. Premier is a manufacturer of nutritional supplements,
 4 including protein shakes, bars, and powders. Premier's primary brands include Premier
 5 Protein, Joint Juice, and PowerBar. Premier manufactures, advertises, markets, distributes, and
 6 sells Joint Juice to many thousands of consumers in California.

7 10. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
 8 participation in the conduct alleged herein, of the Defendants sued herein as Does 1 through
 9 25, but is informed and believes that said Defendants are legally responsible for the wrongful
 10 conduct alleged herein and therefore sue these Defendants by such fictitious names. Plaintiffs
 11 will amend this complaint to allege the true names and capacities of the Doe Defendants when
 12 ascertained.

13 11. Plaintiffs are informed and believe that each Defendant acted in all respects
 14 pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
 15 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
 16 legally attributable to the other Defendants.

FACTUAL ALLEGATIONS

The Joint Juice Product and the Symptoms Joint Juice Purports to Treat

19 12. Since 1999, Defendant has distributed, marketed, and sold Joint Juice.

20 13. Joint Juice is sold through a variety of third-party retailers, including Costco,
 21 Sam's Club, Walgreens, CVS, Walmart, and Target. Defendant also sells Joint Juice directly
 22 to consumers through its website.

23 14. The Joint Juice products are available in: (1) drink mix packets, which retailed
 24 for approximately \$22 for a thirty-count box; (2) eight-ounce "ready-to-drink" beverage
 25 bottles, which retail for approximately \$30 for a thirty-pack, or approximately \$6 for a six-
 26 pack; and (3) Easy Shot™ liquid concentrate bottles, which retailed for approximately \$15 for
 27 a twenty-ounce bottle containing sixteen servings.

28 15. According to the package label, Joint Juice contains glucosamine hydrochloride

1 and chondroitin sulfate. Each serving consists of 1,500 mg of glucosamine hydrochloride and
2 200 mg of chondroitin sulfate.

3 16. Glucosamine hydrochloride is a combination of glucosamine (an amino sugar
4 compound produced by the body, and which can be isolated from shellfish) where the
5 glucosamine is combined with hydrochloric acid. Glucosamine is one the most abundant
6 monosaccharides (sugars) in the body.

7 17. Defendant's target audience is people with osteoarthritis, including
8 undiagnosed early stage osteoarthritis that commonly accompanies aging. Sometimes called
9 degenerative joint disease or degenerative arthritis, osteoarthritis is the most common chronic
10 condition of the joints, affecting about 27 million Americans. Osteoarthritis can affect any
11 joint, but it occurs most often in knees, hips, hands, and the spine. According to the Arthritis
12 Foundation, one in two adults will develop symptoms of osteoarthritis symptoms during their
13 lives, and one in four adults will develop symptoms of hip osteoarthritis. The signs and
14 symptoms of osteoarthritis include joint pain, joint tenderness, joint stiffness, and the inability
15 to move ones joint through its full range of motion.² Symptoms may come and go, and can be
16 mild, moderate or severe.³ Osteoarthritis is slow developing disease, so many people live with
17 the occasional aches, pains and stiffness it causes without the need to seek medical
18 intervention. Instead, these consumers treat the symptoms themselves.

19 18. Many of those who purchase Joint Juice have not yet been diagnosed with
20 osteoarthritis. Knowing this, Defendant expressly and impliedly advertises that Joint Juice
21 treats and provides relief from the same symptoms experienced by those people whose arthritis
22 has been diagnosed.

23 ***Defendant's False, Deceptive, and Misleading Advertising of Joint Juice***

24 19. Since the launch of Joint Juice, Defendant, through its advertisements,
25 including on the product packaging and labeling, has consistently conveyed to consumers that

26 _____
27 ² <https://www.mayoclinic.org/diseases-conditions/osteoarthritis/symptoms-causes/dxc-20198250> (last visited December 19, 2018).

28 ³ <https://www.arthritis.org/Documents/Sections/About-Arthritis/arthritis-facts-stats-figures.pdf> (last visited December 19, 2018).

1 drinking Joint Juice supports and promotes joint health, reduces joint pain, reduces joint
2 stiffness, helps to support and nourish cartilage, “lubricates” joints, and helps with “joint
3 comfort.”

4 20. Defendant asserts that glucosamine hydrochloride and chondroitin sulfate are
5 the active ingredients in Joint Juice that will deliver the promised benefits.

6 21. Defendant states on Joint Juice’s packaging and in Joint Juice’s marketing
7 materials that Joint Juice helps to support and nourish cartilage, “lubricate” joints, and improve
8 joint comfort without any limitation on which joints, for adults of all ages and without any
9 limitation on what stages of joint related ailments.

10 22. In its advertising materials, including on its packaging and labeling, Defendant
11 also represents that Joint Juice was “originally developed for pro athletes by orthopedic
12 surgeon Kevin R. Stone, M.D. to keep joints healthy and flexible.”

13 23. Defendant’s marketing representations repeat and reinforce the claims made on
14 the packaging and labeling for Joint Juice. For example, on its website, Defendant represents
15 that “Research indicates that you should take a minimum of 1,500 mg of glucosamine daily
16 got joint health. That’s why we put 1,500 mg in every Joint Juice product” and “Glucosamine
17 works to lubricate your joints by helping cartilage tissue absorb water. This helps cartilage
18 perform its job of cushioning and mobility.”⁴

19 24. Defendant’s advertising deceptively reinforces the health benefits message
20 through references to “expert stories,” including from Dr. Kevin Stone, Joint Juice’s founder
21 and co-owner. According to an article written by Dr. Stone and posted on Defendant’s website,
22 “[t]aking glucosamine and chondroitin together – in the liquid formula found only in Joint
23 Juice® products – ensure that you get a full day’s supply of glucosamine (1,500 mg) and
24 chondroitin to maintain healthy and happy joints.”

25 25. Defendant’s website also contains a prominent link to a “Joint Juice® joint
26 health assessment.” This marketing gimmick further reinforces the false and misleading
27 representation that Joint Juice will provide the significant, advertised health benefits.

28 ⁴ <http://www.jointjuice.com/faq/general-information> (last visited January 15, 2019).

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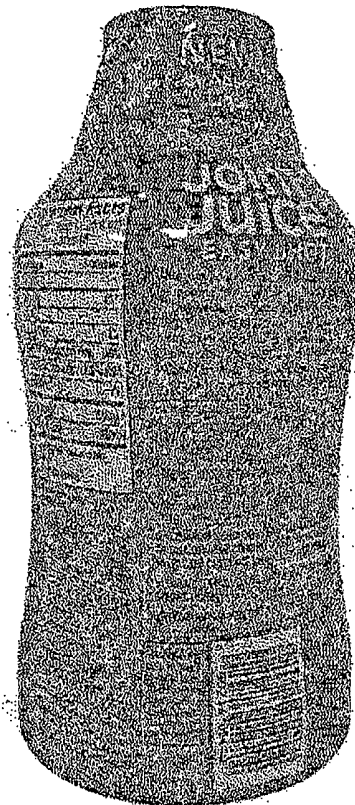
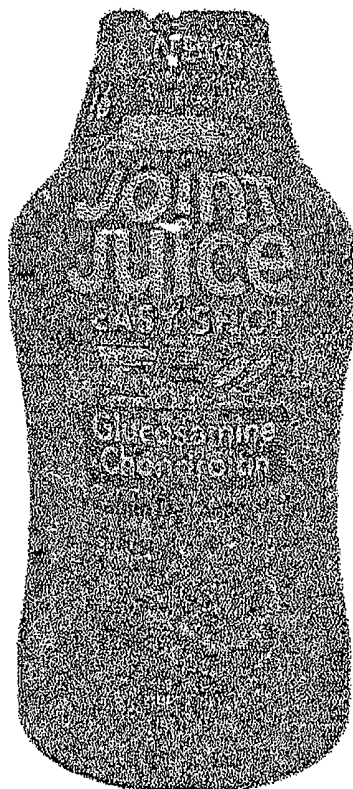
26. The Joint Juice packaging also prominently features the Arthritis Foundation logo because it attracts purchasers who suffer from arthritis and joint pain. To reinforce the message, the labels state "Joint Juice is proud to support the Arthritis Foundation's efforts to help people take control of arthritis" or that Defendant "will donate a portion of the proceeds to the Arthritis Foundation ... to help people take control of arthritis."

27. Since 2010, Joint Juice ready-to-drink packaging has remained materially identical, always focused on the promised joint health benefits: "A bottle a day keeps your joints in play," "Drink Daily for Healthy, Flexible Joints," "HELPS KEEP CARTILAGE LUBRICATED AND FLEXIBLE," and "For Healthy, Flexible Joints."

28. Joint Juice's packaging appears as follows:

EasyShot™ Liquid Concentrate (Front)

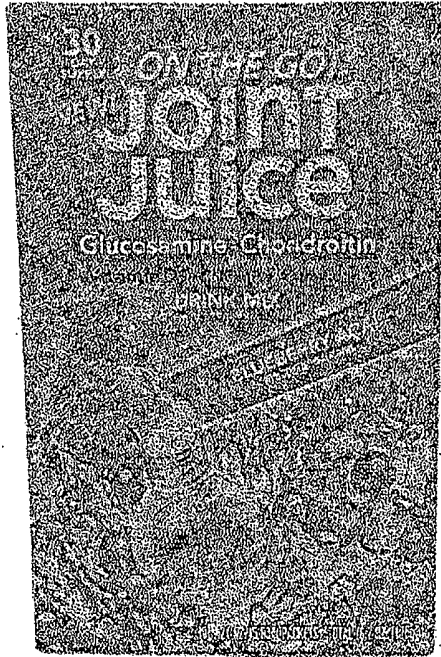
EasyShot™ Liquid Concentrate (Back)



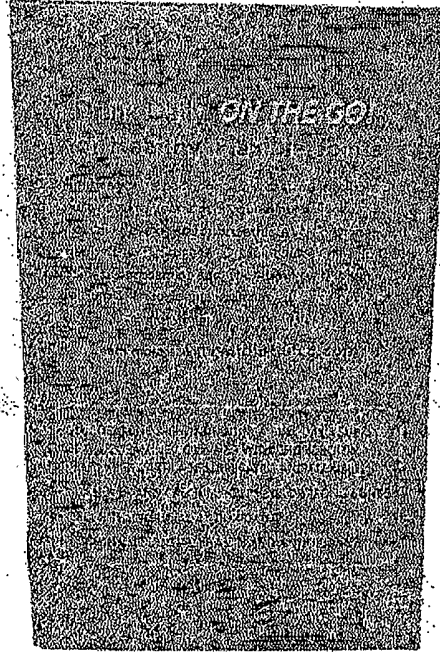
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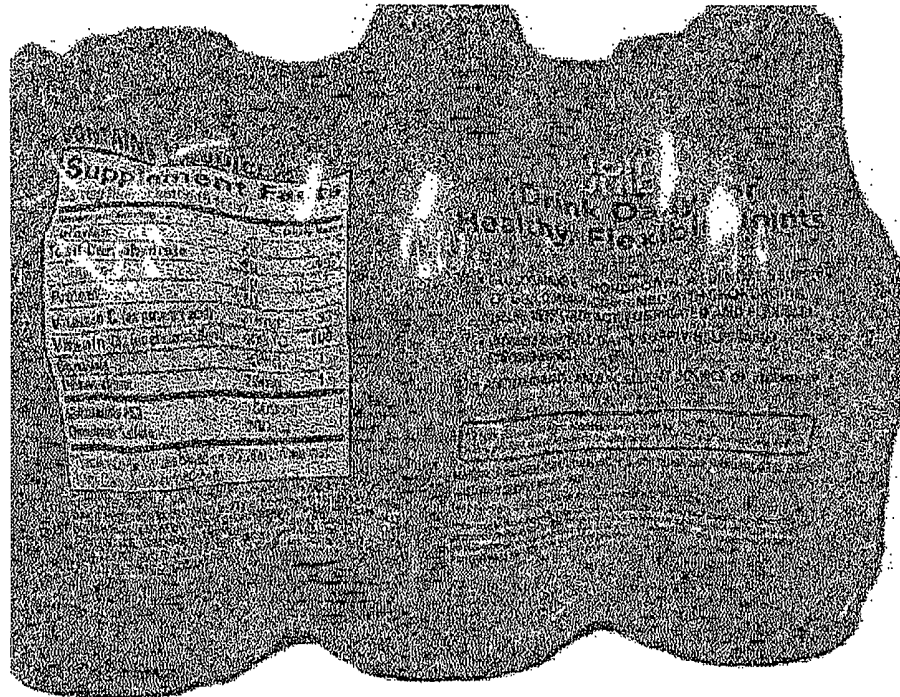
Drink Mix Box (Front)



Drink Mix Box (Back)

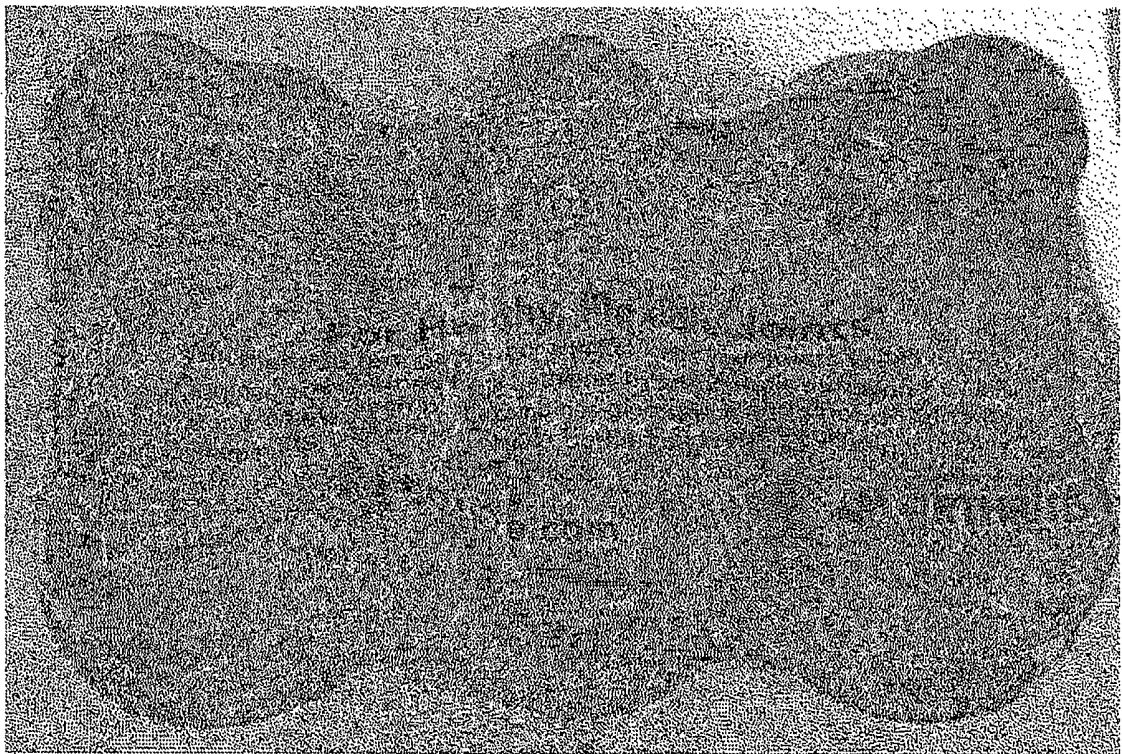


8-Ounce Ready-to-Drink Beverage Bottle Six-Pack



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Scientific Studies Confirm that Joint Juice Is Not Effective and Defendant's Health Benefits Message Is False and Deceptive

29. Despite Defendant's representations, glucosamine, alone or in combination with other ingredients including chondroitin sulfate, is not effective in providing the represented joint health benefits.

Randomized Clinical Trials

30. Randomized clinical trials ("RCTs") are "the gold standard for determining the relationship of an agent to a health outcome." Federal Judicial Center, *Reference Manual on Scientific Evidence*, 555 (3d ed. 2011). "Double-blinded" RCTs, where neither the trial participants nor the researchers know which participants received the active ingredient is considered the optimal strategy.

31. Glucosamine and chondroitin have been extensively studied in RCTs, and the well-conducted RCTs demonstrate that glucosamine and chondroitin, alone or in combination, are not effective at producing joint health benefits, including pain, stiffness, range of motion, flexibility, and cartilage benefits.

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1 32. In the late 1990s, the National Institutes of Health (“NIH”) funded the \$12.5
 2 million multicenter GAIT study. GAIT was the first large-scale multicenter clinical trial in the
 3 United States on glucosamine and chondroitin. The first GAIT publication examined results
 4 from 1,583 subjects randomized to receive one of five treatments over 6 months: (1) 1,500 mg
 5 glucosamine hydrochloride, (2) 1,200 mg chondroitin, (3) glucosamine plus chondroitin,
 6 (4) celecoxib, or (5) placebo. The GAIT I publication, published in 2006 in the New England
 7 Journal of Medicine (the “2006 GAIT Study”), reported that glucosamine and chondroitin
 8 were not effective in reducing pain. See Clegg, D. et al., *Glucosamine, Chondroitin Sulfate,*
 9 *and the Two in Combination for Painful Knee Osteoarthritis*, 354 New England J. of Med.
 10 795, 806 (2006) (“The analysis of the primary outcome measure did not show that either
 11 [glucosamine or chondroitin], alone or in combination, was efficacious.”).

12 33. Subsequent GAIT studies in 2008 and 2010 reported that glucosamine and
 13 chondroitin did not rebuild cartilage and were otherwise ineffective – even in patients with
 14 moderate to severe knee pain for which the 2006 reported results were inconclusive. See
 15 Sawitzke, A.D. et al., *The Effect of Glucosamine and/or Chondroitin Sulfate on the*
 16 *Progression of Knee Osteoarthritis: A GAIT Report*, 58(10) J. Arthritis Rheum. 3183–91 (Oct.
 17 2008) (“GAIT II”). The GAIT II publication, which was based on 572 subjects across nine
 18 sites, reported no difference in joint space width between those receiving glucosamine and
 19 chondroitin or placebo.

20 34. The 2010 GAIT III publication, with 662 subjects, also concluded glucosamine
 21 and chondroitin are no more effective in relieving pain than placebo. See Sawitzke, A.D.,
 22 *Clinical Efficacy And Safety Of Glucosamine, Chondroitin Sulphate, Their Combination,*
 23 *Celecoxib Or Placebo Taken To Treat Osteoarthritis Of The Knee: 2-Year Results From*
 24 *GAIT*, 69(8) Ann Rheum. Dis. 1459-64 (Aug. 2010) (“GAIT III”).

25 35. The GAIT studies are consistent with the reported results of prior and
 26 subsequent studies. For example, a 1999 study involving 100 subjects by Houpt et al., entitled
 27 *Effect of glucosamine hydrochloride in the treatment of pain of osteoarthritis of the knee,*
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1 26(11) J. Rheumatol. 2423-30 (1999), found that glucosamine hydrochloride performed no
2 better than placebo at reducing pain at the conclusion of the eight week trial.

3 36. Likewise, a 2004 study by McAlindon et al., entitled *Effectiveness of*
4 *Glucosamine For Symptoms of Knee Osteoarthritis: Results From an Internet-Based*
5 *Randomized Double-Blind Controlled Trial*, 117(9) Am. J. Med. 649-9 (Nov. 2004),
6 concluded that "glucosamine was no more effective than placebo in treating symptoms of knee
7 osteoarthritis" – in short, that glucosamine is ineffective. *Id.* at 646 ("we found no difference
8 between the glucosamine and placebo groups in any of the outcome measures, at any of the
9 assessment time points").

10 37. Many studies have also confirmed there is a significant "placebo" effect with
11 respect to consumption of products represented to be effective in providing joint health
12 benefits such as Joint Juice.

13 38. Indeed, more than 30% of persons who took placebos in these studies believed
14 that they were experiencing joint health benefits when all they were taking was a placebo.

15 39. A 2004 study by Cibere et al., entitled *Randomized, Double-Blind, Placebo-*
16 *Controlled Glucosamine Discontinuation Trial In Knee Osteoarthritis*, 51(5) *Arthritis Care &*
17 *Research* 738-45 (Oct. 15, 2004), studied users of glucosamine who had claimed to have
18 experienced at least moderate improvement after starting glucosamine. These patients were
19 divided into two groups – one that continued using glucosamine and one that was given a
20 placebo. For six months, the primary outcome observed was the proportion of disease flares in
21 the glucosamine and placebo groups. A secondary outcome was the time to disease flare. The
22 study results reflected that there were no differences in either the primary or secondary
23 outcomes for glucosamine and placebo. The authors concluded that the study provided no
24 evidence of symptomatic benefit from continued use of glucosamine – in other words, any
25 prior perceived benefits were due to the placebo effect and not glucosamine. *Id.* at 743 ("In
26 this study, we found that knee OA disease flare occurred as frequently, as quickly, and as
27 severely in patients who were randomized to continue receiving glucosamine compared with
28

1 those who received placebo. As a result, the efficacy of glucosamine as a symptom-modifying
2 drug in knee OA is not supported by our study.”).

3 40. To similar effect, in the “Joints on Glucosamine” or “JOG” study, Dr. Kwoh
4 and co-authors concluded that glucosamine was not effective in preventing the worsening of
5 cartilage damage or impacting joint pain or joint function. See Kwoh CK et al., *Effect of Oral*
6 *Glucosamine on Joint Structure in Individuals With Chronic Knee Pain: A Randomized,*
7 *Placebo-Controlled Clinical Trial*, 66(4) *Arthritis Rheumatol.*, 930-9 (2014). JOG was a 201-
8 person, randomized clinical trial comparing those who consumed the same type of
9 glucosamine in Joint Juice and those consuming a placebo. The JOG study examined subjects
10 without arthritis. The JOG study concluded that glucosamine supplementation provided no
11 joint health, structural, pain or physical function benefits: “There was no difference between
12 the two groups” in terms of cartilage loss and “[t]here were no significant differences between
13 the glucosamine and control groups from baseline to the 12-week assessment, the 12-week to
14 24-week assessment, or from baseline to 24 weeks for the WOMAC pain or function subscales
15 or the total WOMAC score.” *Id.* at 935.

16 41. Runhaar et al. (2015) also examined subjects not diagnosed with arthritis and
17 found no benefits from glucosamine. Runhaar was an independently-analyzed double-blind,
18 placebo-controlled, factorial design trial testing a diet-and-exercise program and 1500 mg oral
19 glucosamine or placebo on 407 subjects. Runhaar et al., *Prevention of Knee Osteoarthritis in*
20 *Overweight Females: The First Preventative Randomized Controlled Trial in Osteoarthritis,*
21 *Am J Med*, 128(8):888-895 (2015). Researchers examined the impact of daily glucosamine
22 consumption on the incidence of knee osteoarthritis, as well as on pain and physical function.
23 After 2.5 years, no effect from glucosamine was found on subjects’ overall quality of life or
24 knee pain, physical function, or the incidence of knee osteoarthritis.

25 42. Based on data from 245 people without diagnosed osteoarthritis, de Vos et al.
26 (2017) determined the impact of glucosamine consumption over an average time period of 6.6
27 years. de Vos et al., *Long-term effects of a lifestyle intervention and oral glucosamine sulphate*
28 *in primary care on incident knee OA in overweight women*, *Rheumatology*, 56(8):1326-1334

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1 (2017). Study participants consumed placebo or 1,500 mg daily glucosamine and periodically
 2 reported knee pain, physical activity and quality of life, and had their joint space width was
 3 measured by radiograph. Based on six-year analysis, de Vos and co-researchers concluded that
 4 glucosamine consumption is not effective at preventing knee osteoarthritis as measured
 5 according to either joint space width changes or based on symptomatic changes that included
 6 impact on knee pain or joint stiffness.

7 43. Even studies not concerning the type of glucosamine in Joint Juice demonstrate
 8 that glucosamine does not provide the joint health benefits that Defendant represents. For
 9 example, a study by Rozendaal et al., entitled *Effect of Glucosamine Sulfate on Hip*
 10 *Osteoarthritis*, 148 Ann. of Intern. Med. 268-77 (2008), assessing the effectiveness of
 11 glucosamine on the symptoms and structural progression of hip osteoarthritis during two years
 12 of treatment, concluded that glucosamine was no better than placebo in reducing symptoms
 13 and progression of hip osteoarthritis.

14 44. In 2012, a report by Rovati et al. entitled *Crystalline glucosamine sulfate in the*
 15 *management of knee osteoarthritis: efficacy, safety, and pharmacokinetic properties*, Ther Adv
 16 Musculoskel Dis 4(3):167-180 (2012), noted that glucosamine hydrochloride “ha[s] never
 17 been shown to be effective.”

18 45. On July 7, 2010, Wilkens et al. reported that there was no difference between
 19 placebo and glucosamine for the treatment of low back pain and lumbar osteoarthritis and that
 20 neither glucosamine nor placebo were effective in reducing pain related disability. The
 21 researchers also concluded that, “Based on our results, it seems unwise to recommend
 22 glucosamine to all patients” with low back pain and lumbar osteoarthritis. Wilkens et al.,
 23 *Effect of Glucosamine on Pain-Related Disability in Patients With Chronic Low Back Pain*
 24 *and Degenerative Lumbar Osteoarthritis*, 304(1) JAMA 45-52 (July 7, 2010).

25 **Meta-Analyses and Scientific Review Articles**

26 46. Well-conducted meta-analysis is at the top of the hierarchy of medical
 27 evidence. See Reference Manual on Scientific Evidence at 607. “Meta-analysis is a method of
 28

1 pooling study results to arrive at a single figure to represent the totality of the studies
2 reviewed.” *Id.*

3 47. At least eleven meta-analyses on the clinical effects of glucosamine and/or
4 chondroitin have been performed, and all ten found that the pooled results from the well-
5 conducted, non-industry studies demonstrate glucosamine, alone or in combination with
6 chondroitin, does not work. These eleven meta-analyses, which collectively reviewed the
7 results from tens of clinical studies involving thousands of people, are: Towheed, 2005
8 (20 studies, 2,570 subjects); Towheed, 2009 (25 studies, 4,963 subjects); Vlad, 2007
9 (15 studies); McAlindon, 2000 (15 studies); Eriksen, 2014 (25 studies, 3,458 subjects);
10 Wandel, 2010 (10 studies, 3,803 subjects); Reichenbach, 2007 (20 studies, 3,846 subjects);
11 Wu, 2013 (19 studies, 3,159 subjects); Singh, 2015 (43 studies, 4,962 subjects);
12 Kongtharvonskul, 2015 (31 studies); and Runhaar, 2017 (6 studies, 1,663 subjects).

13 48. For example, in their 2007 meta-analysis, Vlad et al. reviewed all studies
14 involving glucosamine hydrochloride and concluded that “[g]lucosamine hydrochloride is not
15 effective.” *Glucosamine for Pain in Osteoarthritis*, 56:7 *Arthritis Rheum.* 2267-77 (2007); *see*
16 *also id.* at 2275 (“we believe that there is sufficient information to conclude that glucosamine
17 hydrochloride lacks efficacy for pain in OA”).

18 49. Towheed 2009, a prestigious Cochrane Collaboration publication, reviewed
19 25 clinical studies with 4,963 subjects and found no benefits from glucosamine. *See*
20 *Glucosamine therapy for treating osteoarthritis*, Cochrane Database of Systematic Reviews
21 2005, Issue 2. Art. No.: CD002946 (Updated and Published in Issue 4, 2009). Dr. Towheed
22 and co-authors concluded, “The high quality studies showed that pain improved about the
23 same whether people took glucosamine or fake pills.” *Id.* at 2.

24 50. The 2010 meta-analysis by Wandel et al., entitled *Effects of Glucosamine,*
25 *Chondroitin, Or Placebo In Patients With Osteoarthritis Or Hip Or Knee: Network Meta-*
26 *Analysis*, *BMJ* 341:c4675 (2010), examined prior studies involving glucosamine and
27 chondroitin, alone or in combination, and whether they relieved the symptoms or progression
28 of arthritis of the knee or hip. The study authors reported that glucosamine and chondroitin,

1 alone or in combination, did not reduce joint pain or have an impact on the narrowing of joint
2 space: "Our findings indicate that glucosamine, chondroitin, and their combination do not
3 result in a relevant reduction of joint pain nor affect joint space narrowing compared with
4 placebo." *Id.* at 8. The authors further concluded "[w]e believe it unlikely that future trials will
5 show a clinically relevant benefit of any of the evaluated preparations." *Id.*

6 51. Eriksen, 2014, is a meta-analysis published in a journal of the American
7 College of Rheumatology. It examined 25 placebo-controlled clinical studies involving
8 glucosamine, including GAIT, concluding "We are confident that glucosamine by and large
9 has no clinically important effect." Eriksen, Patrick, Else M. Bartels, Roy D. Altman, Henning
10 Bliddal, Carsten Juhl, and Robin Christensen, *Risk of Bias and Brand Explain the Observed*
11 *Inconsistency in Trials on Glucosamine for Symptomatic Relief of Osteoarthritis: A Meta-*
12 *Analysis of Placebo-Controlled Trials*, ARTHRITIS CARE & RESEARCH 66, no. 12 (2014)
13 at 1844-1855; *see also id.* ("[o]ur meta-analysis provides high-quality evidence that
14 glucosamine in forms other than the one made by Rottapharm[] consistently does not reduce
15 pain more than placebo").

16 52. In 2017, Runhaar and co-authors presented results from their meta-analysis of
17 six glucosamine studies (examining 1,663 patients) where the original authors agreed to share
18 their study data for critical re-analysis. Runhaar et al., *Subgroup analyses of the effectiveness*
19 *or oral glucosamine for knee and hip osteoarthritis: a systematic review and individual patient*
20 *data meta-analysis from the OA trial bank. Subgroup analyses of the effectiveness or oral*
21 *glucosamine for knee and hip osteoarthritis: a systematic review and independent patient data*
22 *meta-analysis from the OA trial bank*, Ann Rheum Dis, 76(11):1-8 (2017). Runhaar (2017) is
23 an "individual patient data meta-analysis" or IPD, which is considered a gold standard of
24 systematic review. The Runhaar IPD meta-analysis concluded that glucosamine has no effect
25 on pain or physical function: "[T]he current IPD on the efficacy of glucosamine ... did not
26 identify a subgroup for which glucosamine showed any significant beneficial effects over
27 placebo for pain or function in either the short term or long term."
28

1 **Evidence-Based Professional Guidelines**

2 53. The uniform consensus of clinical treatment protocols, sometimes referred to as
3 clinical practice guidelines, is that glucosamine and chondroitin do not work, should not be
4 used, and are not cost effective. Clinical treatment protocols are evidence-based, developed
5 from an in-depth cross-review of studies and meta-analyses by experts in the field.

6 54. For example, the National Collaborating Centre for Chronic Conditions
7 (“NCCCC”) reported “the evidence to support the efficacy of glucosamine hydrochloride as a
8 symptom modifier is poor” and the “evidence for efficacy of chondroitin was less convincing.”
9 NCCCC, *Osteoarthritis National Clinical Guideline for Care and Management of Adults*,
10 Royal College of Physicians, London 2008. Consistent with its lack of efficacy findings, the
11 NCCCC Guideline did not recommend the use of glucosamine or chondroitin for treating
12 osteoarthritis. *Id.* at 33.

13 55. In December 2008, the American Academy of Orthopaedic Surgeons
14 (“AAOS”) published clinical practice guidelines for the *Treatment of osteoarthritis of the knee*
15 (*nonarthroplasty*), and made a “strong” recommendation that “glucosamine and sulfate or
16 hydrochloride not be prescribed for patients with symptomatic OA of the knee.” Richmond et
17 al., *Treatment of osteoarthritis of the knee (nonarthroplasty)*, J. Am. Acad. Orthop. Surg.
18 Vol. 17 No. 9 591-600 (2009). This AAOS recommendation was based on a 2007 report from
19 the Agency for Healthcare Research and Quality (AHRQ), which states that “the best available
20 evidence found that glucosamine hydrochloride, chondroitin sulfate, or their combination did
21 not have any clinical benefit in patients with primary OA of the knee.” Samson et al.,
22 *Treatment of Primary and Secondary Osteoarthritis of the Knee, Agency for Healthcare*
23 *Research and Quality*, 2007 Sep. 1. Report No. 157.

24 56. In 2009, a panel of scientists from the European Food Safety Authority
25 (“EFSA”) (a panel established by the European Union to provide independent scientific advice
26 to improve food safety and consumer protection), reviewed nineteen studies submitted by an
27 applicant, and concluded that “a cause and effect relationship has not been established between
28 the consumption of glucosamine hydrochloride and a reduced rate of cartilage degeneration in

1 individuals without osteoarthritis.” EFSA Panel on Dietetic Products, Nutrition and Allergies,
2 *Scientific Opinion on the substantiation of a health claim related to glucosamine*
3 *hydrochloride and reduced rate of cartilage degeneration and reduced risk of osteoarthritis,*
4 EFSA Journal (2009), 7(10):1358.

5 57. In a separate opinion from 2009, an EFSA panel examined the evidence for
6 glucosamine (either hydrochloride or sulfate) alone or in combination with chondroitin sulfate
7 and maintenance of joints. The claimed effect was “joint health,” and the proposed claims
8 included “helps to maintain healthy joint,” “supports mobility,” and “helps to keep joints
9 supple and flexible.” Based on its review of eleven human intervention studies, three meta-
10 analyses, 21 reviews and background papers, two animal studies, one in vitro study, one short
11 report, and one case report, the EFSA panel concluded that “a cause and effect relationship has
12 not been established between the consumption of glucosamine (either as glucosamine
13 hydrochloride or as glucosamine sulphate), either alone or in combination with chondroitin
14 sulphate, and the maintenance of normal joints.” EFSA Panel on Dietetic Products, Nutrition
15 and Allergies, *Scientific Opinion on the substantiation of health claims related to glucosamine*
16 *alone or in combination with chondroitin sulphate and maintenance of joints and reduction of*
17 *inflammation,* EFSA Journal (2009), 7(9):1264.

18 58. In 2012, EFSA examined the evidence glucosamine sulphate or glucosamine
19 hydrochloride, and a claimed effect of “contributes to the maintenance of normal joint
20 cartilage.” Based on its review of 61 references provided by Merck Consumer Healthcare, the
21 EFSA panel concluded that “a cause and effect relationship has not been established between
22 the consumption of glucosamine and maintenance of normal joint cartilage in individuals
23 without osteoarthritis.” EFSA Panel on Dietetic Products, Nutrition and Allergies, *Scientific*
24 *Opinion on the substantiation of a health claim related to glucosamine and maintenance of*
25 *normal joint cartilage,* EFSA Journal 2012, 10(5): 2691.

26 59. In 2013, the AAOS published updated clinical practice guidelines, and based on
27 its review of twenty-one human studies, again made a “strong” recommendation that neither
28 glucosamine nor chondroitin be used for patients with symptomatic osteoarthritis of the knee.

1 See Treatment of Osteoarthritis of the Knee, Evidence-Based Guideline (2d Ed.), American
2 Academy of Orthopaedic Surgeons (2013) at 262.

3 60. The American College of Rheumatology ("ACR"), and the United Kingdom
4 National Institute for Health and Care Excellence ("NICE") also recommend against using
5 glucosamine or chondroitin. See Hochberg, M.C. et al., American College of Rheumatology
6 2012 *Recommendations for the Use of Nonpharmacologic and Pharmacologic Therapies in*
7 *Osteoarthritis of the Hand, Hip, and Knee*. Arthritis Care & Research 2012; 64(4):465-474;
8 National Institute for Health and Care Excellence, Clinical Guidelines: Osteoarthritis Care and
9 management in adults (February 2014).

10 61. The AAOS, ACR, NICE and AHRQ guidelines were based on systematic
11 reviews and/or meta-analyses of all the available study data. For example, the ACR
12 specifically cited its reliance on the GAIT study coupled with four meta-analyses that "failed
13 to demonstrate clinically important efficacy for these agents": Towheed (2005); Vlad (2007);
14 Reichenbach (2007); and Wandel (2010). The NICE authors' conclusion that practitioners
15 should "not offer glucosamine or chondroitin products" was based on a review that included
16 Towheed (2005), which included 25 glucosamine RCTs, Reichenbach (2007), which included
17 20 chondroitin RCTs, and seven studies that compared glucosamine plus chondroitin versus
18 placebo. The 2007 AHRQ assessment was based on review of 21 glucosamine/chondroitin
19 studies, including GAIT. The AAOS' 2013 "strong" recommendation against glucosamine and
20 chondroitin was based on expert analysis and meta-analyses of 12 glucosamine studies,
21 8 chondroitin studies, and one study (GAIT) that assessed both.

22 *The Impact of Defendant's Wrongful Conduct*

23 62. Despite clinical studies that show the ingredients in Joint Juice are ineffective,
24 Defendant conveyed and continues to convey one uniform health benefits message: Joint Juice
25 supports and nourishes cartilage, "lubricates" joints, and improves joint comfort in all joints in
26 the human body, for adults of all ages and for all manner and stages of joint-related ailments.

27 63. As the inventor, manufacturer, and distributor of Joint Juice, Defendant
28 possesses specialized knowledge regarding the content and effects of the ingredients contained

1 in Joint Juice and Defendant is in a superior position to know whether Joint Juice works as
2 advertised.

3 64. Specifically, Defendant knew, but failed to disclose, that Joint Juice does not
4 provide the joint health benefits represented and that well-conducted, clinical studies have
5 found the ingredients in Joint Juice to be ineffective in providing the joint health benefits
6 represented by Defendant.

7 65. Plaintiffs have been and will continue to be deceived or misled by Defendant's
8 false and deceptive joint health benefit representations. Plaintiffs purchased Joint Juice during
9 the Class period and in doing so, read and considered Joint Juice's label and based their
10 decision to purchase Joint Juice on the joint health benefit representations on Joint Juice's
11 labeling. Defendant's joint health benefit representations and omissions were a material factor
12 in influencing Plaintiffs' decision to purchase Joint Juice.

13 66. The only purpose for purchasing Joint Juice is to obtain the represented joint
14 health benefits. Although it does not provide the represented, significant health benefits, Joint
15 Juice retails for approximately \$9 per six-pack.⁵

16 CLASS DEFINITION AND ALLEGATIONS

17 67. Plaintiffs bring this action on behalf of themselves and all others similarly
18 situated pursuant to Civil Code § 1781, and seeks certification of the following Class:

19 All persons who purchased in California any Joint Juice product
20 between June 21, 2016 and the date notice is disseminated.

21 68. Excluded from the Class are the Defendant, its parents, subsidiaries, affiliates,
22 officers, and directors; those who purchased Joint Juice for the purpose of resale; all persons
23 who make a timely election to be excluded from the Class; the judge to whom this case is
24 assigned and any immediate family members thereof; and those who assert claims for personal
25 injury.

26 ⁵ At Walmart's online store, a six-pack of 8-ounce bottles costs \$10.13.
27 <https://www.walmart.com/ip/Joint-Juice-Glucosamine-Chondroitin-Blend-Blueberry-Acai-4-6pk-8oz/14292593> (last visited January 15, 2019); *see also* <http://shop.jointjuice.com/Joint-Juice-ReadytoDrink-Supplement--Blueberry-Acai/p/JTJ-042203&c=JointJuice@Drinks> (6-pack of 8-ounce bottles retails for \$8.94 on jointjuice.com) (last visited January 15, 2019).

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1 69. Certification of Plaintiffs' claims for classwide treatment is appropriate because
2 Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence
3 as would be used to prove those elements in individual actions alleging the same claims.

4 70. Members of the Class are so numerous and geographically dispersed that
5 joinder of all class members is impracticable. Plaintiffs are informed and believe, and on that
6 basis alleges, that the proposed Class contains many thousands of members. The precise
7 number of Class members is unknown to Plaintiffs but is believed to be in the thousands.

8 71. Common questions of law and fact exist as to all members of the Class and
9 predominate over questions affecting only individual Class members. The common legal and
10 factual questions include, but are not limited to, the following:

- 11 (a) Whether the representations discussed herein that Defendant made
12 about its Joint Juice products were or are true, misleading, or likely to
13 deceive;
- 14 (b) Whether Defendant's conduct violates public policy;
- 15 (c) Whether Defendant engaged in false or misleading advertising;
- 16 (d) Whether Defendant's conduct constitutes violations of the laws asserted
17 herein;
- 18 (e) Whether Plaintiffs and the other Class members have been injured, and
19 the proper measure of their losses as a result of those injuries; and
- 20 (f) Whether Plaintiffs and the other Class members are entitled to
21 injunctive, declaratory, or other equitable relief.

22 72. The claims asserted by Plaintiffs in this action are typical of the claims of the
23 members of the Class, as the claims arise from the same course of conduct by Defendant, and
24 the relief sought is common. Plaintiffs and Class members suffered uniform damages caused
25 by their purchase of the Joint Juice products marketed and sold by Defendant.

26 73. Plaintiffs will fairly and adequately represent and protect the interests of the
27 members of the Class. Plaintiffs have retained counsel competent and experienced in both
28 consumer protection and class litigation.

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1 74. A class action is superior to any other available means for the fair and efficient
 2 adjudication of this controversy, and no unusual difficulties are likely to be encountered in the
 3 management of this class action. The damages or other financial detriment suffered by
 4 Plaintiffs and the other Class members are relatively small compared to the burden and
 5 expense that would be required to individually litigate their claims against Defendant, so it
 6 would be impracticable for Class members to individually seek redress for Defendant's
 7 wrongful conduct. Even if Class members could afford individual litigation, the court system
 8 could not. Individualized litigation creates a potential for inconsistent or contradictory
 9 judgments, and increases the delay and expense to all parties and the court system. By
 10 contrast, the class action device presents far fewer management difficulties, and provides the
 11 benefits of single adjudication, economy of scale, and comprehensive supervision by a single
 12 court.

13 75. In the alternative, the Class also may be certified because Defendant has acted
 14 or refused to act on grounds generally applicable to the Class thereby making final declaratory
 15 and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

16 76. Plaintiffs seek preliminary and permanent injunctive and equitable relief on
 17 behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent
 18 Defendant from engaging in the acts described, and to require Defendant to provide full
 19 restitution to Plaintiffs and Class members.

20 77. Unless the Class is certified, Defendant will retain monies that were taken from
 21 Plaintiffs and Class members as a result of Defendant's wrongful conduct. Unless a classwide
 22 injunction is issued, Defendant will continue to commit the violations alleged and the
 23 members of the Class and the general public will continue to be misled.

CLAIMS ALLEGED

COUNT I

Violation of Business & Professions Code §§ 17200, et seq.

24
 25
 26
 27 78. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

28 79. As alleged herein, Plaintiffs have suffered injury in fact and lost money or

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1 property as a result of Defendant's conduct because they purchased one of Defendant's falsely
2 advertised Joint Juice products in reliance on the false advertisements.

3 80. The Unfair Competition Law, Business & Professions Code §§ 17200, *et seq.*
4 ("UCL"), and similar laws in other states, prohibits any "unlawful," "fraudulent" or "unfair"
5 business act or practice and any false or misleading advertising. In the course of conducting
6 business, Defendant committed unlawful business practices by, among other things, making
7 the representations (which also constitutes advertising within the meaning of § 17200) and
8 omissions of material facts, as set forth more fully herein, and violating Civil Code §§ 1572,
9 1573, 1709, 1711, 1770(a)(5), (7), (9) and (16) and Business & Professions Code §§ 17200, *et*
10 *seq.*, 17500, *et seq.*, and the common law.

11 81. Plaintiffs, individually and on behalf of the other Class members, reserve the
12 right to allege other violations of law, which constitute other unlawful business acts or
13 practices. Such conduct is ongoing and continues to this date.

14 82. In the course of conducting business, Defendant committed "unfair" business
15 practices by, among other things, making the representations (which also constitute advertising
16 within the meaning of § 17200) and omissions of material facts regarding Joint Juice in its
17 advertising campaign, including Joint Juice's packaging and labeling, as set forth more fully
18 herein. There is no societal benefit from false advertising – only harm. Plaintiffs and the other
19 Class members paid for a valueless product that does not confer the benefits it promises. While
20 Plaintiffs and the other Class members were harmed, Defendant was unjustly enriched by its
21 false misrepresentations and omissions. As a result, Defendant's conduct is "unfair," as it
22 offended an established public policy. Further, Defendant engaged in immoral, unethical,
23 oppressive, and unscrupulous activities that are substantially injurious to consumers.

24 83. Further, as set forth in this Complaint, Plaintiffs allege violations of consumer
25 protection, unfair competition, and truth in advertising laws in California and other states,
26 resulting in harm to consumers. Defendant's acts and omissions also violate and offend the
27 public policy against engaging in false and misleading advertising, unfair competition, and
28 deceptive conduct towards consumers. This conduct constitutes violations of the unfair prong

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1 of Business & Professions Code §§ 17200, *et seq.*

2 84. There were reasonably available alternatives to further Defendant's legitimate
3 business interests, other than the conduct described herein. Business & Professions Code
4 §§ 17200, *et seq.*, also prohibits any "fraudulent business act or practice." In the course of
5 conducting business, Defendant committed "fraudulent business act or practices" by, among
6 other things, making the representations (which also constitute advertising within the meaning
7 of § 17200) and omissions of material facts regarding Joint Juice in its advertising campaign,
8 including on Joint Juice's packaging and labeling, as set forth more fully herein. Defendant
9 made the misrepresentations and omissions regarding the efficacy of Joint Juice, among other
10 ways, by misrepresenting on each and every Joint Juice product's packaging and labeling that
11 Joint Juice is effective when taken as directed, when, in fact, the representations are false and
12 deceptive, and Joint Juice does not confer the promised health benefits.

13 85. Defendant's actions, claims, omissions, and misleading statements, as more
14 fully set forth above, were also false, misleading and/or likely to deceive the consuming public
15 within the meaning of Business & Professions Code §§ 17200, *et seq.*

16 86. Plaintiffs and the other members of the Class have in fact been deceived as a
17 result of their reliance on Defendant's material representations and omissions, which are
18 described above. This reliance has caused harm to Plaintiffs and the other members of the
19 Class, each of whom purchased Defendant's Joint Juice products. Plaintiffs and the other Class
20 members have suffered injury in fact and lost money as a result of purchasing Joint Juice and
21 Defendant's unlawful, unfair, and fraudulent practices.

22 87. Defendant knew, or should have known, that its material representations and
23 omissions would be likely to deceive the consuming public and result in consumers purchasing
24 Joint Juice products and, indeed, intended to deceive consumers.

25 88. As a result of its deception, Defendant has been able to reap unjust revenue and
26 profit.

27 89. Unless restrained and enjoined, Defendant will continue to engage in the above-
28 described conduct. Accordingly, injunctive relief is appropriate.

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1 90. Plaintiffs, on behalf of themselves, all others similarly situated, and the general
2 public, seek restitution from Defendant of all money obtained from Plaintiffs and the other
3 members of the Class collected as a result of unfair competition, an injunction prohibiting
4 Defendant from continuing such practices, corrective advertising, and all other relief this Court
5 deems appropriate, consistent with Business & Professions Code § 17203.

6 **COUNT II**

7 **Violation of the Consumers Legal Remedies Act – Civil Code §§ 1750, et seq.**

8 91. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

9 92. This cause of action is brought pursuant to the Consumers Legal Remedies Act,
10 California Civil Code §§ 1750, et seq. (the "Act") and similar laws in other states. Plaintiffs
11 are consumers as defined by California Civil Code § 1761(d). Joint Juice is a "good" within
12 the meaning of the Act.

13 93. Defendant violated and continues to violate the Act by engaging in the
14 following practices proscribed by California Civil Code § 1770(a) in transactions with
15 Plaintiffs and the Class which were intended to result in, and did result in, the sale of its Joint
16 Juice products:

17 (5) Representing that [Joint Juice has] . . . approval, characteristics, . . . uses [and]
18 benefits . . . which [it does] not have . . .

19 * * *

20 (7) Representing that [Joint Juice is] of a particular standard, quality or grade . . . if
21 [it is] of another.

22 * * *

23 (9) Advertising goods . . . with intent not to sell them as advertised.

24 * * *

25 (16) Representing that [Joint Juice has] been supplied in accordance with a previous
26 representation when [it has] not.

27 ///

28 ///

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1 94. Defendant violated the Act by representing and failing to disclose material facts
2 on its Joint Juice products' labeling and associated advertising, as described above, when it
3 knew, or should have known, that the representations were false and misleading and that the
4 omissions were of material facts they were obligated to disclose.

5 95. Pursuant to California Civil Code § 1782(d), Plaintiffs, individually and on
6 behalf of the other members of the Class, seek a Court order enjoining the above-described
7 wrongful acts and practices of Defendant and for restitution and disgorgement.

8 96. Pursuant to § 1782 of the Act, Plaintiffs notified Defendant in writing by
9 certified mail of the particular violations of § 1770 of the Act and demanded that Defendant
10 rectify the problems associated with the actions detailed above and give notice to all affected
11 consumers of Defendant's intent to so act. A copy of the letter is attached hereto as Exhibit A.

12 97. Defendant has failed to rectify or agree to rectify the problems associated with
13 the actions detailed above and give notice to all affected consumers within 30 days of the date
14 of written notice pursuant to § 1782 of the Act. Therefore, Plaintiffs further seek claims for
15 actual, punitive and statutory damages, as appropriate.

16 98. Defendant's conduct is fraudulent, wanton, and malicious.

17 99. Pursuant to § 1780(d) of the Act, attached hereto as Exhibit B is the affidavit
18 showing that this action has been commenced in the proper forum.

19 **COUNT III**

20 **Unjust Enrichment**

21 100. Plaintiffs incorporate the preceding paragraphs as if fully set forth herein.

22 101. Defendant has been unjustly enriched to Plaintiffs' and the Class members'
23 detriment as a result of its unlawful and wrongful retention of money conferred by Plaintiffs
24 and the Class members, such that Defendant's retention of their money would be inequitable.

25 102. Defendant's unlawful and wrongful acts, as alleged above, enabled Defendant
26 to unlawfully receive monies it would not have otherwise obtained.

27 103. Plaintiffs and the Class members have conferred benefits on Defendant, which
28 Defendant has knowingly accepted and retained.

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1 104. Defendant's retention of the benefits conferred by Plaintiffs and the Class
2 members would be against fundamental principles of justice, equity, and good conscience.

3 105. Plaintiffs and the Class members seek to disgorge Defendant's unlawfully
4 retained profits and other benefits resulting from its unlawful conduct, and seek restitution and
5 rescission for the benefit of Plaintiffs and the Class members.

6 106. Plaintiffs and the Class members are entitled to the imposition of a constructive
7 trust upon Defendant, such that its unjustly retained profits and other benefits are distributed
8 equitably by the Court to and for the benefit of Plaintiffs and the Class members.

9 **JURY DEMAND**

10 Plaintiffs demand trial by jury of all claims in this Complaint so triable.

11 **REQUEST FOR RELIEF**

12 WHEREFORE, Plaintiffs, individually and on behalf of the other members of the
13 Class, respectfully request that the Court enter judgment in their favor and against Defendant,
14 as follows:

- 15 A. Declaring Certifying the class as requested herein;
- 16 B. Awarding Plaintiffs and the proposed Class members actual and punitive
17 damages;
- 18 C. Awarding restitution and disgorgement of Defendant's revenues to Plaintiffs
19 and the proposed Class members;
- 20 D. Awarding declaratory and injunctive relief as permitted by law or equity,
21 including enjoining Defendant from continuing the unlawful practices as set forth herein, and
22 directing Defendant to identify, with court supervision, victims of its conduct and pay them
23 restitution and disgorgement of all monies acquired by Defendant by means of any act or
24 practice declared by this Court to be wrongful;
- 25 E. Ordering Defendant to engage in a corrective advertising campaign;
- 26 F. Awarding attorneys' fees and costs; and
- 27 G. Providing such further relief as may be just and proper.

28

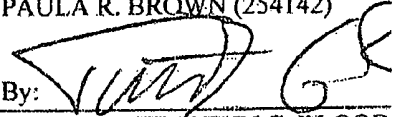
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Dated: April 28, 2020

Respectfully submitted,

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Attorneys for Plaintiffs

CLERK'S CERTIFICATE OF SERVICE BY MAIL
CCP 1013a(3)

CASE NAME: Bland vs Premier Nutrition
ACTION NO.: RG19002714

I certify that, I am not a party to the within action. I served the foregoing **JOINT STIPULATION RE FILING OF AMENDED COMPLAINT AND CASE SCHEDULE AND ORDER** by depositing a true copy thereof in the United States mail in Oakland, California in a sealed envelope with postage fully prepaid thereon addressed to:

Blood Hurst & O'Reardon
Attn: Blood, Timothy G.
501 West Broadway, Ste. 1490
San Diego, CA 92101

Morrison & Foerster LLP
Attn: Grant, Jessica L.
425 Market Street
San Francisco, CA 94105

I declare under penalty of perjury that the following is true and correct.

Executed on May 13, 2020 at Oakland, California

Chad Finke,
Executive Officer/Clerk

by Angel Logan
Court Supervisor