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By G. Cordon, Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES

13 CHRISTINA ROBINS, on behalf of herself, all
14 others similarly situated, and the general public,

15 Plaintiff,

16 vs.

17 LEMME INC., a Delaware corporation; and
18 JOHN DOES 1-10,

19 Defendants.
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Case No. **25STCV04635**

Class Action Complaint for:

1. **Unfair Competition (California Business & Professions Code § 17200 et seq.);**
2. **False Advertising (California Business & Professions Code § 17500 et seq.); and**
3. **Violation of the Yelp Law (Cal. Civ. Code § 1670.8)**

DEMAND FOR JURY TRIAL

1 Plaintiff Christina Robins (“Plaintiff”) brings this action, on behalf of herself, all
2 others similarly situated, and the general public, against Lemme Inc., a Delaware corporation,
3 and John Does 1–10 (collectively “Lemme” or “Defendants”), and states:

4 **I. GENERAL ALLEGATIONS**

5 1. Glucagon-like peptide-1 (GLP-1) agonists are a class of medications designed to
6 treat type-2 diabetes that have shown themselves to also be extremely effective in helping
7 people lose weight. GLP-1 agonists like semaglutide (Ozempic, Wegovy, Rybelsus) and dual
8 GLP-1/GIP (glucose-dependent insulinotropic polypeptide) agonists like tirzepatide
9 (Mounjaro, Zepbound) have become hugely popular as a result of their effectiveness.

10 2. GLP-1 is a hormone made in the small intestine and the nucleus of the solitary
11 tract (a region of the brain) that triggers the release of insulin from the pancreas (lowering
12 blood sugar), blocks the release of glucose into the bloodstream, slows stomach emptying, and
13 increases feelings of satiety.

14 3. Yet GLP-1 has a half-life of just 1–2 minutes, as it is quickly degraded by
15 enzymes in the body.

16 4. What makes GLP-1 agonists so effective is that the amino acid sequence of
17 GLP-1 has been modified to make the agonists resistant to being broken down by the enzymes
18 that break down GLP-1. Semaglutide, for example, has a half-life of about 7 days when
19 administered by injection—which is why people who take Ozempic or Wegovy take weekly
20 injections—as opposed to 1–2 minutes.

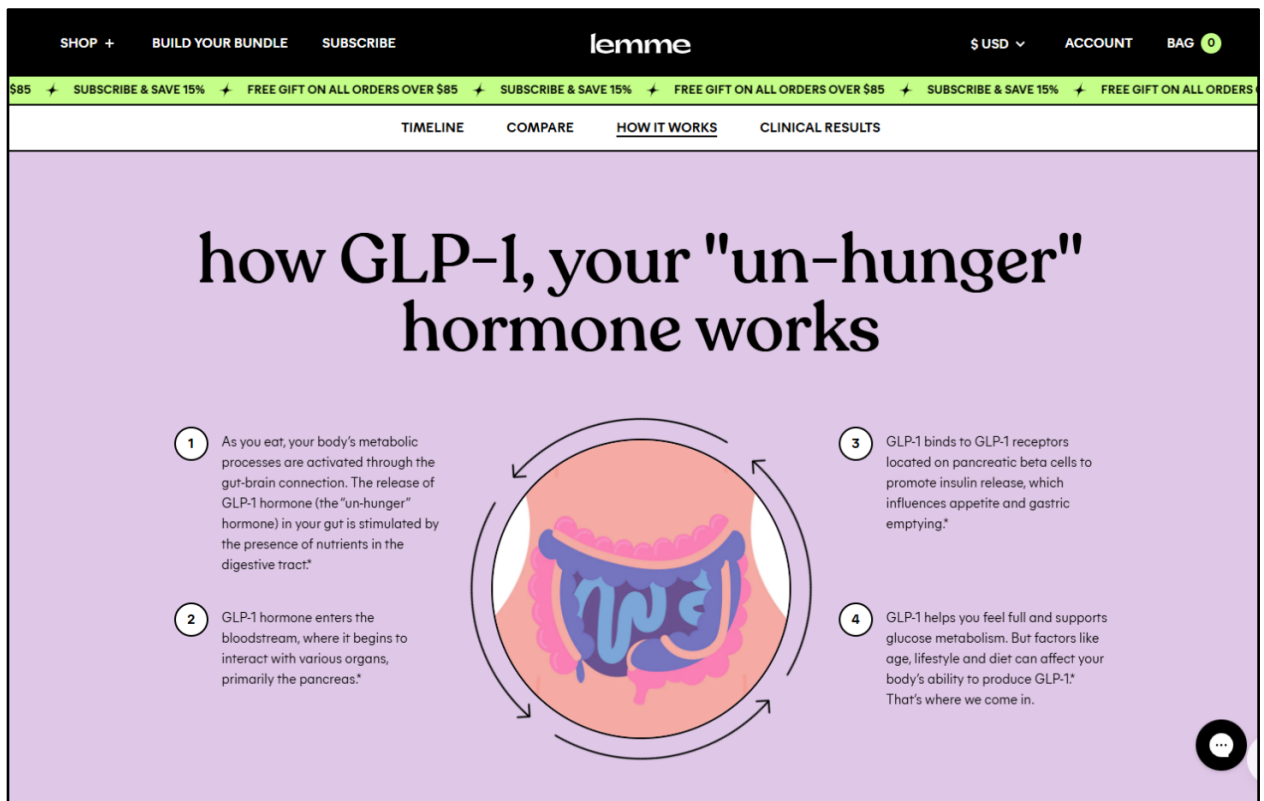
21 5. Given their effectiveness, the market for GLP-1 agonists has skyrocketed in
22 recent years. The worldwide market in 2024 is estimated to have been more than \$25 billion,
23 and the market is estimated to rise to between \$50 billion and \$133 billion worldwide by 2030.

24 6. Yet GLP-1 agonists are very expensive, and for those whose insurance will not
25 cover the drugs, they are often cost-prohibitive.

26 7. Enter Lemme, a supplement brand founded by Simon Huck and Kourtney
27 Kardashian Barker, hoping to cash in on the GLP-1 agonist craze and swindle Americans into
28 buying their supplements instead.

1 8. On their website lemmelive.com, Defendants market and sell “Lemme GLP-1
2 Daily” capsules to Californians. In truth, they are just extracts of lemon, orange, and saffron.

3 9. Defendants claim that clinical studies show that the lemon extract
4 (trademarked “Eriomin”) increases the amount of naturally occurring GLP-1 in the body by
5 17 percent. They call GLP-1 the “un-hunger” hormone and tout the “power of GLP-1” in
6 slowing digestion and managing hunger and claim that their supplement “promote[s] your
7 body’s GLP-1 production.” “[F]actors like age, lifestyle, and diet can affect your body’s
8 ability to produce GLP-1. That’s where we come in”:



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22 10. These statements misleadingly claim that supplementing naturally occurring
23 GLP-1 will reduce hunger. Even if the studies upon which Defendants rely were not flawed
24 (among other reasons, they rely on sample sizes that are far too small to derive valid statistical
25 conclusions), Defendants provide no clinical evidence that increasing the amount of GLP-1 in
26 the body by 17 percent has any impact on “un-hunger.” “If it were that simple, the
27 pharmaceutical industry wouldn’t have spent decades developing stable GLP-1 analogs as the
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1 natural form breaks down too fast in the body to be effective.”¹ To the contrary, the studies
 2 show that after taking Eriomin for four months, participants failed to show any decrease in
 3 body weight, body-mass index (BMI), or waist/hip ratio, even as they showed an increase in
 4 GLP-1. Note the lack of change in body weight, BMI, and waist/hip ratio in the results from
 5 the studies on which Defendants rely:²

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Table 5.
Hemodynamic and Anthropometric Parameters of Prediabetic Volunteers Submitted to Eriomin (200 mg/d) or Placebo for 12 Weeks

Variables	Placebo		Eriomin	
	0 Week	12° Week	0 Week	12° Week
Systolic blood pressure, mmHg	121 ± 13	123 ± 19	102 ± 25	102 ± 26
		-0.7%		0.2%
Diastolic blood pressure, mmHg	76.0 ± 10.4	77.3 ± 8.7	76.0 ± 10.4	75.0 ± 11.1
		1.8%		1.5%
Body weight, kg	99.6 ± 23.1	98.9 ± 23.1	102 ± 25	102 ± 26
		-0.7%		0.0%
BMI, kg/m ²	34.5 ± 6.5	34.5 ± 6.7	34.5 ± 7.1	34.5 ± 7.3
		-0.3%		-0.2%
Lean mass, kg	34.5 ± 7.3	34.7 ± 7.4	34.9 ± 6.7	34.9 ± 7.3
		0.5%		0.2%
Fat mass, kg	37.7 ± 8.9	38.3 ± 15.6	40.1 ± 17.8	39.3 ± 18.6
		-1.6%		-1.8%
Ratio waist/hip	1.05 ± 0.10	1.05 ± 0.09	1.06 ± 0.08	1.06 ± 0.09
		0.1%		0.6%

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24 ¹ Munoz, Nini, and Nirenberg, Edward, “ABCDEF G . . . LEMME Unravel Kourtney Kardashian’s Latest Supplement Fad,” https://techingitapart.substack.com/p/abcdefg-lemme-unravel-kourtney-kardashians?utm_source=profile&utm_medium=reader2.

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26 ² Cesar T.B., Ramos F.M., & Ribeiro C.B., “Nutraceutical Eriocitrin (Eriomin) Reduces Hyperglycemia by Increasing Glucagon-Like Peptide 1 and Downregulates Systemic Inflammation: A Crossover-Randomized Clinical Trial,” 25 J. of Medicinal Food 11 (Nov. 9, 2022), 1050–1058; Ribeiro C.B., Ramos F.M., Manthey J.A., Cesar T.B., “Effectiveness of Eriomin in managing hyperglycemia and reversal of prediabetes condition: A double-blind, randomized, controlled study,” 7 Phytotherapy Res. 11 (June 11, 2019), 1291–1933. Several rows of the second table have been removed so it can fit on one page.

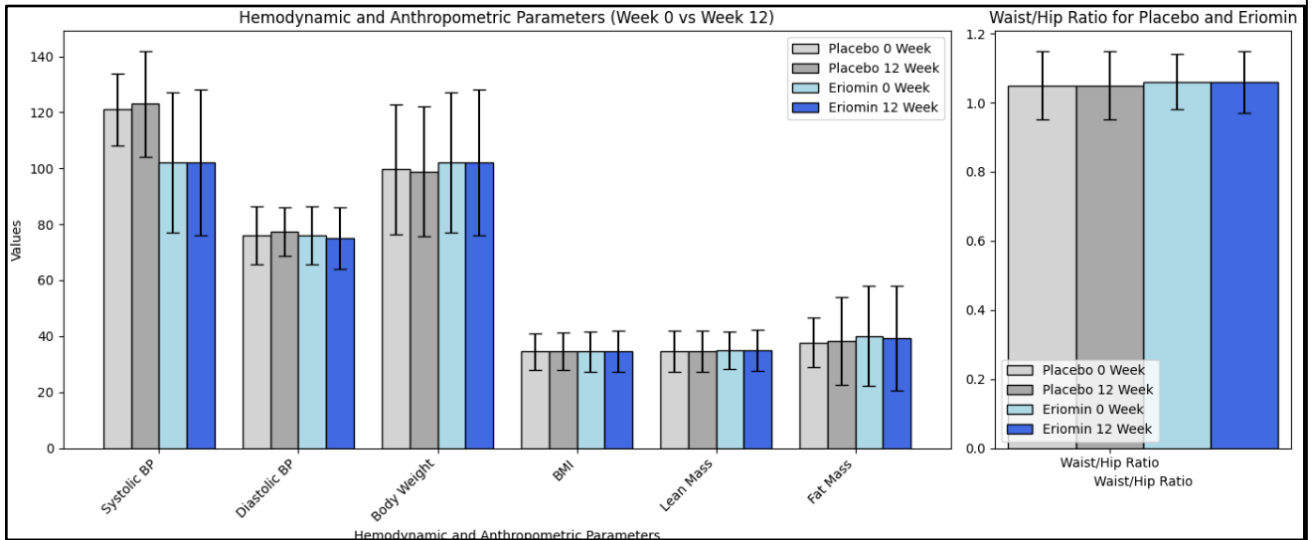
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Table 5.

Anthropometry and blood pressure of individuals with prediabetic subject to supplementation with 200, 400, or 800 mg/day for 12 weeks

Variables	Period week	Eriomin			
		Placebo	200	400	800
Body weight (kg)	0	95.3 ± 24.5	96.0 ± 22.0	95.9 ± 18.8	96.0 ± 20.9
	4	95.3 ± 24.6	96.0 ± 22.0	95.7 ± 19.1	96.0 ± 21.6
	8	95.2 ± 24.8	96.1 ± 21.7	95.8 ± 19.2	95.7 ± 21.7
	12	95.5 ± 24.3	96.1 ± 22.1	95.7 ± 19.1	95.8 ± 22.0
	$\delta_{(12-0)}$ week)	0.2%	0.1%	-0.2%	-0.2%
		-0.1%			
BMI (kg/m ²)	0	34.2 ± 7.5	34.3 ± 7.1	33.9 ± 6.6	34.0 ± 7.0
	4	34.4 ± 7.4	34.3 ± 7.1	33.7 ± 6.8	34.0 ± 7.2
	8	34.2 ± 7.6	34.3 ± 7.1	33.8 ± 6.7	33.9 ± 7.2
	12	34.5 ± 6.7	34.2 ± 6.2	33.7 ± 6.9	34.2 ± 7.1
	$\delta_{(12-0)}$ week)	0.9%	0.3%	-0.6%	0.6%
		0.3%			
Lean mass (kg)	0	32.3 ± 6.7	32.1 ± 6.2	31.8 ± 5.5	32.0 ± 6.9
	4	32.2 ± 7.2	32.4 ± 6.1	32.0 ± 5.8	32.0 ± 7.3
	8	31.9 ± 7.2	32.2 ± 6.2	32.0 ± 5.8	31.9 ± 7.3
	12	32.4 ± 7.1	32.4 ± 6.4	32.0 ± 5.6	31.9 ± 7.4
	$\delta_{(12-0)}$ week)	0.3%	0.9%	0.6%	-0.3%
		0.4%			
Fat mass (kg)	0	38.7 ± 15.6	38.5 ± 16.8	37.8 ± 15.4	39.0 ± 14.3
	4	38.8 ± 15.1	38.2 ± 17.0	37.4 ± 15.6	38.8 ± 14.7
	8	38.8 ± 15.1	38.5 ± 16.8	37.3 ± 15.6	38.0 ± 15.2
	12	38.9 ± 15.2	38.2 ± 16.9	37.3 ± 15.5	38.0 ± 15.4
	$\delta_{(12-0)}$ week)	0.5	-0.8%	-1.3%	-2.6%
		-1.6%			
Body fat (%)	0	39.0 ± 9.3	38.9 ± 9.9	38.8 ± 10.7	39.6 ± 8.8
	4	39.1 ± 8.8	38.7 ± 10.2	38.7 ± 11.1	38.9 ± 9.1
	8	39.6 ± 8.4	38.9 ± 10.0	38.5 ± 11.2	38.8 ± 9.5
	12	39.7 ± 8.5	38.5 ± 9.9	38.6 ± 10.8	38.7 ± 9.7
	$\delta_{(12-0)}$ week)	1.8%	-1.0%	-0.5%	-2.3%
		-1.3%			
Ratio waist/hip	0	1.06 ± 0.15	1.05 ± 0.10	1.06 ± 0.11	1.06 ± 0.17
	4	1.06 ± 0.19	1.05 ± 0.10	1.05 ± 0.12	1.05 ± 0.17
	8	1.06 ± 0.19	1.05 ± 0.10	1.05 ± 0.12	1.05 ± 0.18
	12	1.06 ± 0.12	1.05 ± 0.10	1.05 ± 0.10	1.05 ± 0.12
	$\delta_{(12-0)}$ week)	0.0%	0.0%	-0.9%	-0.9%
		-0.6%			

11. These tables show no change in body weight, BMI, or waist-hip ratio over the 12-week period that was analyzed, regardless of the dose of Eriomin:³



12. The number of calories consumed did not change in the 12-week period either:⁴

Table 6.

Dietary parameters of individuals with prediabetic subject to supplementation with 200, 400, or 800 mg/day for 12 weeks

Variables	Period	Eriomin			
	Week	Placebo	200	400	800
Energy (Kcal)	0	1820 ± 242	1879 ± 214	1769 ± 174	1840 ± 270
	4	1815 ± 264	1893 ± 223	1771 ± 182	1832 ± 257
	8	1817 ± 240	1881 ± 229	1772 ± 192	1840 ± 260
	12	1829 ± 294	1873 ± 240	1768 ± 184	1845 ± 255
	$\delta_{(12-0 \text{ week})}$		0.7% †	-0.3% †	-0.05% †
			-0.18% ††		

³ Munoz, Nini, and Nirenberg, Edward, "ABCDEF... LEMME Unravel Kourtney Kardashian's Latest Supplement Fad," <https://techingitapart.substack.com/p/abcdefg-lemme-unravel-kourtney-kardashians>.

⁴ Cesar T.B., Ramos F.M., & Ribeiro C.B., "Nutraceutical Eriocitrin (Eriomin) Reduces Hyperglycemia by Increasing Glucagon-Like Peptide 1 and Downregulates Systemic Inflammation: A Crossover-Randomized Clinical Trial," 25 J. of Medicinal Food 11 (Nov. 9, 2022), 1050-1058.

1 13. These results are hardly surprising. The primary mechanism by which GLP-1
2 levels rise in the body is eating—the release of GLP-1 while eating that helps regulate satiety
3 and slows gastric emptying. The resting concentration of active GLP-1 in the blood is between
4 5-10 pmol/L (picomoles per liter), which increases to approximately 50 pmol/L after eating,
5 before breaking down.⁵ As such, GLP-1 concentration in the blood increases by approximately
6 400% to 900% after eating. It is unsurprising, therefore, that a mere 17% increase in GLP-1
7 would have no discernable effect on caloric consumption, BMI, or weight loss.

8 14. Comparing Lemme’s claims with GLP-1 agonists that actually *do* have an effect
9 on caloric consumption, satiety, and weight loss shows even more starkly the misleading
10 nature of Defendants’ claims of weight management benefits derived from a 17% increase in
11 GLP-1. A 1 mg weekly dose of Ozempic or Wegovy results in a concentration of synthetic
12 GLP-1 (semaglutide) in the blood of approximately 30,000 pmol/L.⁶ As the resting
13 concentration of GLP-1 in the blood is 5 to 10 pmol/L, the resting concentration of GLP-1
14 agonists in the blood is *300,000% to 600,000% greater*—and with a half-life of 7 days instead of
15 2 minutes, lasts more than 5,000 times longer in the body.

16 15. Another reason that Defendants’ advertisements are misleading is that, while
17 they claim to have clinical support for the components of Lemme GLP-1 Daily, they did not
18 study the combination of those extracts in a single supplement—meaning that the supplement
19 has not been clinically tested. “[W]hile one could argue that research has occurred on these 3
20 active ingredients individually (ignoring the glaring problems with the quality of that work), no
21 data has been made available regarding the combination of these agents in a single product.”⁷
22 This is critical, because compounds may have an effect on other compounds when taken in
23 combination, which is why over-the-counter medicines with multiple active ingredients are not
24 considered to be safe and effective unless “combining of the active ingredients does not

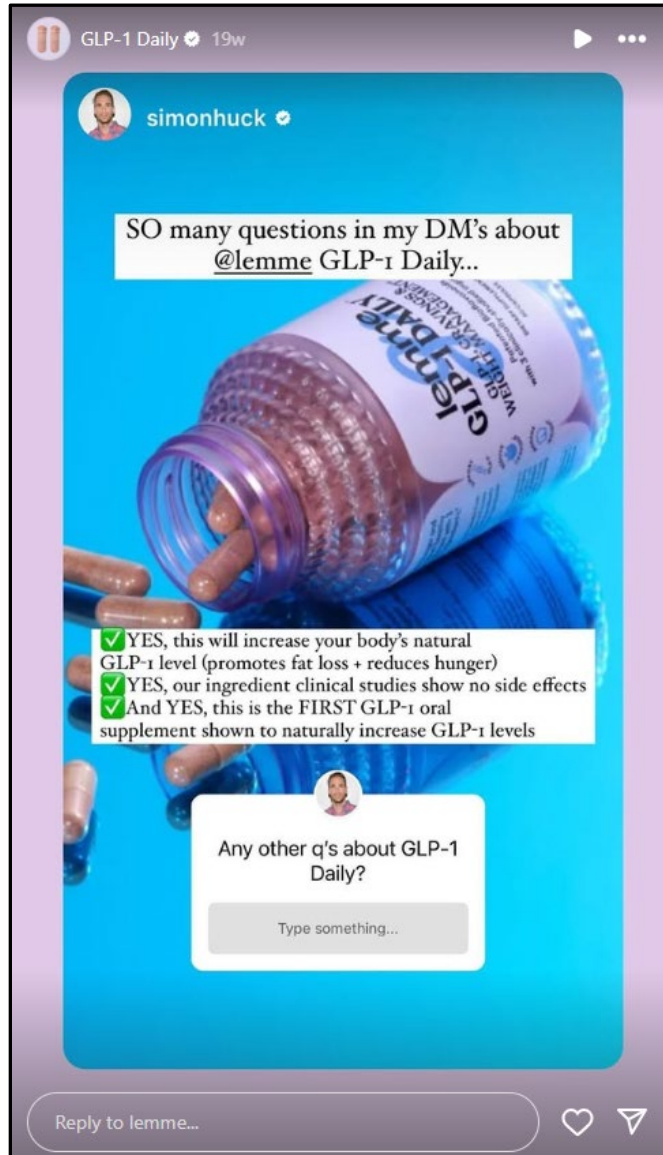
25 ⁵ Padidela, Patterson M., Sharief N., Ghatei M., Hussain K., “Elevated basal and post-feed glucagon-like
26 peptide 1 (GLP-1) concentrations in the neonatal period,” *European J. of Endocrinology* 2009 Jan 160:1: 53–58.

27 ⁶ Petri, K.C., Ingwersen, S.H., Flint, A., Zacho, J., Overgaard, R.V., “Semaglutide s.c. Once-Weekly in Type 2
28 Diabetes: A Population Pharmacokinetic Analysis,” *Diabetes Ther.* 2018 Jun 15:9(4):1533–1547.

⁷ Munoz, Nini, and Nirenberg, Edward, “ABCDEF G . . . LEMME Unravel Kourtney Kardashian’s Latest
Supplement Fad,” <https://techingitapart.substack.com/p/abcdefg-lemme-unravel-kourtney-kardashians>.

1 decrease the safety or effectiveness of any of the individual active ingredients[.]” 21 C.F.R.
2 § 330.10 (a)(4)(iv).

3 16. Defendants’ misleading claims about Lemme GLP-1 Daily are not limited to
4 their website. On Lemme’s Instagram page, Lemme cofounder Scott Huck claims that
5 increasing natural GLP-1 with Lemme GLP-1 Daily “promotes fat loss + reduces hunger”:



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25 17. And in an interview posted on Lemme’s Instagram page (a portion of which
26 was also posted to Lemme’s Facebook page), Huck (with Lemme cofounder Kardashian
27 Barker by his side) trumpeted the supposed effect of Lemme GLP-1 Daily’s alleged 17%
28 increase in GLP-1 on weight management:

1 Interviewer: What happens if you start taking the GLP-1 Daily, what
2 will your body start to do:

3 Huck: So, it's *three clinically studied ingredients for weight management*: so
4 burning visceral fat, and then there's appetite control—so curbing sugar
5 and carb cravings—and *arguably like the most important is it increases*
6 *GLP-1 hormone naturally in your body without having to take a synthetic*
7 *drug*. So we know that 70% of people who are taking GLP-1 medications
8 stop after a year because of side effects because they don't want to take a
9 drug, because they're also extremely expensive, and we have spent years
10 getting this right and using ingredients that are really game changing.

11 18. And how much is this supposed wonder drug whose GLP-1 weight
12 management effects have apparently eluded scientists, researchers, and multi-billion-dollar
13 pharmaceutical companies for decades? A one-month supply costs \$90, and if consumers
14 subscribe, a six-month supply costs \$378. Defendants tell consumers to take “[t]wo capsules a
15 day, taken with food, to support your weight management goals,” and—of course—the “best
16 results” do not come without “consistent, daily use for at least 3-6 months.”

17 19. By falsely advertising that consumers purchasing Lemme GLP-1 Daily will see
18 hunger or weight management benefits from an alleged increase in GLP-1 levels, Defendants
19 have violated California's unfair competition and false advertising laws. This action seeks
20 restitution for Plaintiff and members of the proposed False Advertising Class for purchasing
21 Lemme GLP-1 Daily capsules from lemmelive.com as well as public injunctive relief to stop
22 Defendants from fleecing Californians in the future.

23 20. Not only do Defendants falsely advertise Lemme GLP-1 Daily, they seek to
24 contractually bar their customers from making critical claims about the performance of their
25 supplements.

26 21. Because of the current power of the internet and social media platforms to
27 publicize a company's offerings of goods or services—and the potential harm to corporate
28 interests from negative consumer statements, companies have a significant incentive to
minimize the negative publicity they receive. Some companies have gone as far as to attempt
to prohibit customers and potential customers from restricting their ability to criticize the

1 goods or services they offer, to the detriment of consumers, potential consumers, and the
2 public of the State of California.

3 22. Section 1670.8 of the California Civil Code, otherwise known as the “Yelp
4 Law,” was enacted to protect the right of California consumers to voice their opinions,
5 observations, and experiences about the products and services delivered or offered to
6 California consumers. The California Legislature determined that such freedom is important
7 to keep the public informed and keep large corporations honest about the quality of the goods
8 or services they offer to consumers.

9 23. Section 1670.8(a) provides that a “contract or proposed contract for the sale or
10 lease of consumer goods or services may not include a provision waiving the consumer’s right
11 to make any statement regarding the seller or lessor or its employees or agents, or concerning
12 the goods or services[.]” The statute further provides that “any waiver of the provisions of
13 this section is contrary to public policy, and is void and unenforceable.” Cal. Civ. Code
14 § 1670.8(a).

15 24. When California consumers purchase supplements from lemmelive.com,
16 Defendants attempt to bind or bind them to contractual terms set forth in “terms of service”:

Use shipping address as billing address

PayPal

Remember me

Save my information for a faster checkout with a Shop account

Mobile phone number
+1

I agree to the following agreement

By checking this box, you agree to be bound by our [Terms of Service](#), [Privacy Policy](#), and, if applicable to you, our [WA Consumer Health Data Privacy Policy](#), and you specifically consent to our processing information concerning your health. While this information is necessary for Lemme to process your order, you are free to adjust your privacy preferences at any time by emailing us. Please see our [Privacy Policy](#) for more details. You also acknowledge and agree that Lemme's products have not been evaluated by the Food and Drug Administration, and are not intended to diagnose, treat, cure, or prevent any disease.

I agree to the following agreement

For each subscribe & save item listed above, I will be sent a new supply at the frequency listed above. Each subscribe & save shipment will be charged the amount displayed above to the payment method I provide today unless I cancel. I can pause, update frequency, or cancel by logging into my account and clicking "Manage Subscriptions" under "Account details."

One or more items in your cart is a deferred or recurring purchase. By continuing with your payment, you agree that your payment method will automatically be charged at the price and frequency listed on this page until it ends or you cancel. All cancellations are subject to the [cancellation policy](#).

Pay now

Your info will be saved to a Shop account. By continuing, you agree to Shop's [Terms of Service](#) and acknowledge the [Privacy Policy](#).

Lemme GLP-1 Daily™ Capsules \$72.00
1 Pack
Subscribe & Save: Receive refills every 4 weeks

Discount code or gift card

Subtotal \$72.00
Shipping Enter shipping address
Total USD **\$72.00**

Recurring subtotal: \$72.00 every 4 weeks

you may also like

Lemme Burn Capsules 1 Pack \$40.00

Lemme Purr Gummies 1 Pack \$30.00

Lemme Debloat Capsules 1 Pack \$30.00

1 25. The terms of service provisions are part of a contract or proposed contract
2 under section 1670.8(a). Among the terms of the contract or proposed contract are that
3 purchasers may not post negative performance reviews of GLP-1 Daily (or other Lemme
4 supplements) on Defendants’ website: “Anything you post, upload, share, store, or otherwise
5 provide or make available through the Services is your ‘User Submission’ You agree that
6 you will not post, upload, share, store, or otherwise provide through the Services any User
7 Submissions that . . . (ix) is [sic] a performance claim about any Lemme Products.”

8 26. These terms violate the Yelp Law, in that they aim to restrict the rights of
9 consumers to make claims critical of the performance of Defendants’ products.

10 **II. JURISDICTION AND VENUE**

11 27. This Court has jurisdiction over this action under Cal. Code Civ. Proc.
12 § 410.10, Cal. Bus. & Prof. Code §§ 17203–17204, 17604, and Cal. Code Civ. Proc. § 382.

13 28. This Court has personal jurisdiction over Defendants. Events giving rise to the
14 cause of action, as well as injury to Plaintiff, occurred in California as a result of Defendants’
15 conduct directed toward California consumers. Defendants also shipped products to the State
16 of California.

17 29. Venue is proper in this Court under Cal. Code Civ. Proc. § 395(a) because
18 Lemme Inc. is an out-of-state corporation that has no designated place of business in
19 California.

20 30. Removal of this case to federal court would be improper. Because Plaintiff
21 brings her claims for public injunctive relief to protect future potential California customers of
22 Defendants and does not allege that she faces an actual or imminent threat of injury, Plaintiff
23 lacks Article III standing to assert those claims. Because Plaintiff does not allege that she lacks
24 an adequate remedy at law with respect to her claims for restitution, there is no federal
25 equitable jurisdiction over those claims. Plaintiff also lacks Article III standing to assert her
26 claim under Cal. Civ. Code § 1670.8(a). *See Masry v. Lowe’s Companies, Inc.*, No. 24-CV-
27 00750-CRB, 2024 WL 4730423, at *1 (N.D. Cal. Nov. 7, 2024); *Anderson v. United Parcel*
28 *Serv. of Am., Inc.*, No. 2:24-cv-00096-DSF-SSC, 2024 WL 4492042, at *3–7 (C.D. Cal. Oct.

1 15, 2024); *Shahbaz v. Arista Networks, Inc.*, No. 2:24-CV-00431-DAD-SCR, 2024 WL
2 4368253, at *4 (E.D. Cal. Oct. 1, 2024); *O'Donnell v. Crocs Retail, LLC*, No. 2:24-cv-02726-
3 SVW-PD, 2024 WL 3834704, at *3-5 (C.D. Cal. Aug. 15, 2024).

4 **III. PARTIES**

5 31. Plaintiff Christina Robins is a resident of the State of California.

6 32. Defendant Lemme Inc. is a Delaware corporation that is headquartered in New
7 York City.

8 33. Plaintiff does not know the names of the defendants sued as John Does 1-10 but
9 will amend this complaint when that information becomes known. Plaintiff alleges on
10 information and belief that each of the Doe defendants is in some manner responsible for the
11 wrongdoing alleged herein, either as a direct participant, a principal, an agent, a successor, an
12 alter ego, a co-conspirator, or an aider-and-abettor with one of the named defendants.

13 34. Plaintiff is informed and believes that all times material hereto and mentioned
14 herein, each Defendant sued herein was the agent, servant, employer, joint venturer, partner,
15 subsidiary, parent, division, alias, alter ego, co-conspirator, and/or aider-and-abettor of the
16 other Defendants. Plaintiff is also informed and believed that, at all times, each Defendant was
17 acting within the purpose and scope of such agency, servitude, employment, ownership,
18 subsidiary, alias, and/or alter ego and with the authority, consent, approval, control, influence,
19 and ratification of each remaining Defendant sued herein.

20 **IV. SPECIFIC ALLEGATIONS**

21 35. Plaintiff first learned about Lemme GLP-1 Daily by watching an interview with
22 Huck on Facebook or Instagram.

23 36. After hearing the interview, Plaintiff went to lemmelive.com in September
24 2024 and read the claims about Lemme GLP-1 Daily's effect on GLP-1 production and weight
25 management. Based on Defendants' false advertising, Plaintiff purchased a subscription to
26 Lemme GLP-1 Daily.

27 37. Plaintiff took Lemme GLP-1 Daily twice daily, as instructed, for more than
28 three months. Had she known that Defendants had no clinical basis to claim any hunger or

1 weight management benefits from an alleged 17% increase in naturally occurring GLP-1 levels,
2 she would not have purchased Lemme GLP-1 Daily. While on the supplement, she gained 5
3 pounds.

4 38. When Plaintiff purchased Lemme GLP-1 Daily from lemmelive.com,
5 Defendants bound or attempted to bind her to contractual terms set forth in “terms of
6 service.” Among the terms of the contract or proposed contract were that Plaintiff could not
7 post negative performance claims about Lemme GLP-1 Daily on Defendants’ website.

8 **V. CLASS ALLEGATIONS**

9 39. Plaintiff brings this action on behalf of herself and all other similarly situated
10 individuals pursuant to California Code of Civil Procedure § 382 and seeks certification of the
11 following two classes against Defendants:

12 All California residents who, within the applicable statute of
13 limitations (the “Class Period”), purchased Lemme GLP-1 Daily
(the “False Advertising Class”); and

14 All California residents who, within the Class Period, purchased
15 Defendants’ products from lemmelive.com (the “Yelp Law
16 Class”).

17 40. Excluded from the Classes are Defendants and their parent companies,
18 subsidiaries, and affiliates, as well as their respective officers, employees, agents, and affiliates.
19 Also excluded from the Classes is any judicial officer who presides over this action.

20 41. Plaintiff reserves the right to expand, limit, modify, or amend the class
21 definitions, including adding subclasses, in connection with their motion for class certification
22 or at any other time, based on, inter alia, changing circumstances or new facts obtained during
23 discovery.

24 42. The Classes are so numerous that joinder of all members is impracticable. On
25 information and belief, Plaintiff believes that the proposed Classes contains thousands of
26 individuals. The precise number of Class members is unknown to Plaintiff.

27 43. Plaintiff’s claims are typical of False Advertising Class members because all
28 False Advertising Class members were deceived, or were likely to be deceived, by Defendants’

1 false advertising. Plaintiff is advancing the same claims and legal theories on behalf of herself
2 and all False Advertising Class members.

3 44. Plaintiff's claims are typical of Yelp Law Class members because all Yelp Law
4 Class members were subject to the same contract or proposed contract when purchasing
5 Defendants' products. Plaintiff is advancing the same claims and legal theories on behalf of
6 herself and all Yelp Law Class members.

7 45. Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff
8 has retained counsel experienced in complex class action litigation, and Plaintiff intends to
9 prosecute this action vigorously. Plaintiff has no antagonistic or adverse interest to the Classes.

10 46. A class action is the superior procedure to vindicate the interests of Plaintiff
11 and the Classes. The amount by which Defendants were unjustly enriched at the expense of
12 individual False Advertising Class members, and the amount of statutory damages of Yelp
13 Law Class members, are relatively modest compared to the burden and expense that would be
14 entailed by individual litigation of their claims. It would thus be virtually impossible for
15 Plaintiff and the Classes to obtain effective redress through individual actions. Moreover,
16 absent a class action, the rights of Class members and the general public would likely not be
17 vindicated.

18 47. This action involves common questions of law and fact that predominate over
19 questions affecting individual Class members. These common legal and factual questions
20 include, but are not limited to, the following:

- 21 a. whether, during the Class Period, Defendants made false or misleading
22 statements in their advertising;
- 23 b. whether, during the Class Period, Defendants engaged in unfair,
24 fraudulent, and unlawful business practices under the UCL;
- 25 c. whether, during the Class Period, Defendants engaged in false
26 advertising under the FAL;
- 27 d. whether Class members are entitled to public injunctive relief as a result
28 of Defendants' conduct;

- 1 e. whether False Advertising Class members are entitled to restitution as a
2 result of Defendants' conduct;
- 3 f. whether, during the Class Period, the attempted imposition of
4 Defendants' terms of use on Yelp Law Class members violated Cal.
5 Civ. Code § 1670.8, and, if so, whether the violations were willful,
6 intentional, or reckless;
- 7 g. whether Yelp Law Class members are entitled to civil penalties under
8 Cal. Civ. Code § 1670.8 and the amount of those penalties; and
- 9 h. whether Class members are entitled to recover attorney's fees.

10 48. Absent public injunctive relief, California consumers who are potential
11 customers of Defendants are susceptible to future harm from Defendants' conduct.

12 49. On information and belief, Defendants keep computerized records of their
13 customers. Defendants have one or more databases through which a significant majority of
14 Class members may be identified and ascertained, and they maintain contact information,
15 including email and home addresses, through which notice of this action could be
16 disseminated in accordance with due process requirements.

17 **VI. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **Unfair Competition, Cal. Bus. & Prof. Code § 17200 et seq. against Defendants**

20 50. Plaintiff realleges all of the allegations in prior paragraphs.

21 51. Plaintiff brings this claim individually, on behalf of the members of the
22 proposed False Advertising Class, and on behalf of the general public against Defendants for
23 violating the UCL.

24 52. The UCL defines unfair business competition to include any "unlawful, unfair
25 or fraudulent" practice, as well as any "unfair, deceptive, untrue or misleading" advertising.
26 Cal. Bus. Prof. Code § 17200. Liability under the UCL attaches when a party engages in
27 unfair, fraudulent, or unlawful practices, regardless of the party's state of mind.

28 Unfair Business Practices

53. A business act or practice is unfair under the UCL if it offends an established
public policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to

1 consumers, and unfairness is determined by weighing the reasons, justifications, and motives
2 of the practice against the gravity of the harm to the alleged victims.

3 54. Defendants' false advertising scheme constitutes an unfair business practice
4 because the scheme misled customers, offended an established public policy of truthfulness in
5 the labeling of drugs and in advertising generally, and constituted immoral, unethical,
6 oppressive, and unscrupulous activity that is substantially injurious to consumers.

7 55. The harm to Plaintiff and members of the proposed False Advertising Class
8 outweighs any rationale for Defendants' practices. There were alternative means of furthering
9 Defendants' legitimate business interests other than deceiving their customers.

10 Fraudulent Business Practices

11 56. A business practice is fraudulent under the UCL if it is likely to deceive
12 consumers.

13 57. Defendants' false advertising scheme constitutes a fraudulent business practice
14 because Defendants made representations about Lemme GLP-1 Daily that were false and
15 misleading. Their statements are likely to deceive, and did deceive, Plaintiff and members of
16 the proposed False Advertising Class.

17 Unlawful Business Practices

18 58. A business practice is unlawful under the UCL if it violates any other law or
19 regulation.

20 59. Defendants engaged in unlawful business practices by violating the FAL.

21 60. Defendants further engaged in unlawful business practices by violating sections
22 1770(a)(5), 1170(a)(7), and 1770(a)(9) of the Consumer Legal Remedies Act, by falsely
23 representing that their supplement has characteristics and benefits that it does not have, is fit
24 for its intended use, and is of a particular standard, quality, or grade.

25 61. Defendants' unlawful, unfair, and fraudulent business practices have unjustly
26 enriched Defendants at the expense of Plaintiff and members of the proposed False
27 Advertising Class.

28 62. Plaintiff and members of the proposed False Advertising Class are entitled

1 under the UCL to restitution to the extent of Defendants' unjust enrichment as a result of the
2 scheme, or such other amount as the Court may find equitable.

3 63. Plaintiff and members of the proposed False Advertising Class are also entitled
4 under the UCL to public injunctive relief enjoining Defendants' use of their unlawful, unfair,
5 and fraudulent business practices in California in the future.

6 **SECOND CAUSE OF ACTION**

7 **False Advertising, Cal. Bus. & Prof. Code § 17500 et seq. against Defendants**

8 64. Plaintiff realleges all of the allegations in prior paragraphs.

9 65. Plaintiff brings this claim individually, on behalf of the members of proposed
10 Class A, and on behalf of the general public against Defendants for violations of the FAL.

11 66. The FAL makes it unlawful for a business that intends to sell a product to
12 falsely advertise that product. Cal. Bus. & Prof. Code § 17500.

13 67. Defendants disseminated untrue and misleading advertisements to Plaintiff and
14 members of the proposed False Advertising Class.

15 68. Defendants' false advertising was intended to induce reliance, and Plaintiff
16 saw, heard, read, and reasonably relied on the statements in purchasing Lemme GLP-1 Daily.
17 Classwide reliance may be inferred because a reasonable consumer would consider them
18 important in deciding whether to buy the supplement.

19 69. Defendants' misrepresentations were a substantial factor in Plaintiff's purchase
20 decision and the purchase decision of False Advertising Class members. Plaintiff and members
21 of the proposed False Advertising Class would not have purchased Lemme GLP-1 Daily if
22 they had known that Defendants had no clinical support for their claim that a 17% increase in
23 GLP-1 would have an effect on "un-hunger" or weight management.

24 70. Defendants' false advertising unjustly enriched Defendants at the expense of
25 Plaintiff and members of the proposed False Advertising Class.

26 71. Plaintiff and members of the proposed False Advertising Class are entitled
27 under the FAL to restitution to the extent of Defendants' unjust enrichment as a result of the
28 scheme, or such other amount as the Court may find equitable.

1 operates on the fundamental psychological principle that humans have an innate need for
2 social validation. Among other things, social proof reduces uncertainty about potential
3 purchases (e.g., if others loved the product, the prospective customer likely will too). Social
4 proof also increases consumers' trust in the product and exploits the bandwagon effect (where
5 people take actions like buying a product because they see others happy with their purchases).

6 80. Online reviews are the most sought-after type of social proof, as consumers rely
7 on them for an honest and realistic impression of products. "Consumer reviews are trusted 12
8 times more than manufacturer product descriptions, and 92 percent of consumers feel hesitant
9 when no customer reviews are featured on a brand's site."⁹

10 81. "[P]ositive testimonials increas[e] sales conversions by 82 percent," and
11 "consumers are far more likely to engage with brands that have been positively endorsed by
12 others" By contrast, "negative reviews have a significant negative influence on
13 consumer purchasing decisions" and usually "directly reduce[] their interest in purchasing a
14 particular product."¹¹

15 82. On information and belief, Defendants include online ratings and reviews on
16 their [lemmelive.com](https://www.lemmelive.com) product pages because they are exploiting social proof to increase sales
17 and visibility of their products. Defendants actively seek online ratings and reviews. And
18 Defendants organize customer reviews so that the most favorable reviews are shown first.

19 83. Plaintiff and the Yelp Law Class members are entitled to civil penalties under
20 Cal. Civ. Code § 1670.8 and public injunctive relief enjoining this illegal practice.

21 ⁹ Akram Atallah, Inc., *The Impact of Social Proof: How to Leverage Psychology in Marketing* (Apr. 24, 2024),
22 <https://www.inc.com/inc-masters/the-impact-of-social-proof.html>; see also S.A.N. Shazuli Ibrahim, *Impact of*
23 *Online Reviews on Consumer Purchase Decisions in E-Commerce Platforms*, International Journal for
24 Multidisciplinary Research, May–June 2023, at 5–6, <https://www.ijfmr.com/papers/2023/3/3687.pdf>
25 ("Higher volumes of reviews tend to create a perception of social proof and influence consumer attitudes and
26 purchase decisions. . . . Online reviews play a pivotal role in shaping consumer purchase decisions in e-
27 commerce platforms. They act as a powerful source of social proof, providing consumers with the confidence
28 and reassurance necessary to navigate the vast online marketplace. The transparency, credibility, and influence
of online reviews make them a vital consideration for businesses seeking to succeed in the competitive e-
commerce industry.").

¹⁰ *Id.*

¹¹ Rachmiani et al., *The Impact of Online Reviews and Ratings on Consumer Purchasing Decisions on E-commerce*
Platforms, 4 International Journal of Management Science and Information Technology 504, 504, 512 (2024),
<https://lembagakita.org/journal/index.php/IJMSIT/article/download/3373/2509>.

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PRAYER FOR RELIEF

Plaintiff, on behalf of herself and the members of the proposed Classes, requests that this Court award the following relief against Defendants:

- a. an order certifying the Classes and designating Plaintiff as class representative and her counsel as class counsel;
- b. restitution of all unjust enrichment that Defendants obtained from Plaintiff and the False Advertising Class members as a result of their unfair, unlawful, and fraudulent business practices and false advertising as described herein;
- c. public injunctive relief on behalf of the members of both Classes enjoining Defendants from continuing their schemes and illegal practices in California in the future;
- d. civil penalties on behalf of Yelp Law Class members; and
- e. attorneys' fees and costs.

Dated: February 19, 2025

WARREN TERZIAN LLP



Thomas D. Warren
Counsel for Plaintiff and Proposed Class Counsel

DEMAND FOR JURY TRIAL

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Plaintiff Christina Robins demands a jury trial on all issues so triable.

Dated: February 19, 2025

WARREN TERZIAN LLP



Thomas D. Warren

*Counsel for Plaintiff and Proposed Class
Counsel*