

AG1 Arbitration Demand

Claimant is a customer of AG1 (USA), Inc. ("Respondent"), a health and wellness company whose flagship product is a green-colored powder drink called AG1. Claimant purchased AG1 from Respondent within three years of sending a notice of dispute to Respondent on November 20, 2024, pursuant to the pre-dispute procedure in Respondent's Terms, last updated May 2023 (the "Terms").

Respondent made deceptive and misleading claims regarding the "comprehensive" nature of the AG1 powder. Despite prominently marketing AG1 as providing "comprehensive" nutrition, it lacks many essential vitamins and minerals, including iron and Vitamin D—both essential daily nutrients of which millions of Americans are deficient. AG1 likewise lacks any Omega-3 fatty acids, another essential nutrient that is chronically deficient in the American diet. Respondent also exaggerates the health benefits associated with the ingredients that AG1 does contain, including fiber and probiotics. For instance, one serving of AG1 contains approximately two grams of fiber. But the recommended daily fiber intake for adults is between 25 to 30 grams. Experts have pointed out that the number of probiotics in AG1 is "miniscule" and a "drop in the swimming pool," and that the "probiotic hype overtakes the science."

As a result of AG1's deceptive and misleading claims, Claimant paid a price premium. Respondent's claim that AG1 provides "comprehensive" nutrition, which Respondent repeatedly emphasizes as a "unique quality" compared to other products on the market, allows AG1 to sell at a price premium—as much as \$99 for a 30-day supply. This high price-tag landed AG1 as the "priciest powder" in one online review comparing various greens products on the market. Despite charging a price premium, AG1 does not provide "comprehensive" nutrition and exaggerates the health benefits associated with the fiber and probiotics it contains.

Respondent's Terms direct that all arbitrations proceed under New York law. Accordingly, Claimant brings claims for violations of New York General Business Law ("GBL") §§ 349 & 350, breach of contract, fraud, negligence, breach of express and implied warranties, and unjust enrichment. To the extent the arbitrator determines that New York law does not apply to Claimant's claims, Claimant also seeks relief under applicable state and local consumer protection laws.

Pursuant to Respondent's Terms, Claimant also requests that Respondent pay all initial filing fees and costs of the arbitration. ("AG1 shall pay for all filing, administrative, and arbitrator fees for an arbitration initiated by either party.").