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**IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

LAURA WILLIS ALBRIGO, *individually*)
and on behalf of all those similarly situated,)
)
Plaintiff,)
)
 v.)
)
 HALEON US HOLDINGS LLC, *a*)
Delaware limited liability company,)
)
Defendant.)

No. **'26CV5279 TWR VET**

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Laura Willis Albrigo (“Plaintiff”), individually and on behalf of all others similarly situated in the state of California, by and through undersigned counsel, hereby brings this action against Haleon US Holdings LLC (“Haleon” or “Defendant”), alleging that its Emergen-C Zero Sugar Vitamin C Immune Support Gummies (“the Products”), which are manufactured, packaged, labeled, advertised, distributed, and sold by Defendant, are misbranded and falsely advertised because the Products contain sugar in the form of allulose while claiming to contain “Zero Sugar,” and upon information and belief and investigation of counsel alleges as follows:

PARTIES

1. Plaintiff Laura Willis Albrigo is and at all times relevant was a citizen of the state of California, domiciled in San Diego, California.

2. Defendant Haleon US Holdings LLC is a Delaware limited liability company with its principal place of business in Warren, New Jersey. On information and belief, all decisions regarding formulation and labeling of the Products are made at this principal place of business. On further information and belief, no member of the limited liability company is a resident or citizen of California.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original jurisdiction of the federal district courts over “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

4. Plaintiff seeks to represent Class members who are citizens of states and countries different from the Defendant.

5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate, exclusive of interest and costs.

6. In addition, “the number of members of all proposed plaintiff classes in the aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

7. In the alternative, the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

8. This Court has personal jurisdiction over Defendant because this action arises out of and relates to Defendant's contacts with this forum.

9. Those contacts include but are not limited to sales of the Products directly to commercial and individual consumers located in this district; knowingly directing advertising and marketing materials concerning the Products into this district through wires and mails, both directly and through electronic and print publications that are directed to commercial and

1 individual consumers in this district; and operating an e-commerce web site that offers the
2 Products for sale to commercial and individual consumers in this district, as well as offering the
3 Products for sale through third-party e-commerce websites, through both of which commercial
4 and individual consumers residing in this district have purchased the Products.

5 10. Defendant knowingly directs electronic activity and ships the Products into this
6 district with the intent to engage in business interactions for profit, and it has in fact engaged in
7 such interactions, including the sale of the Products to Plaintiff.

8 11. Defendant also sells the Products to retailers and wholesalers in this district for
9 the purpose of making the Products available for purchase by individual consumers in this
10 district.

11 12. Plaintiff's losses and those of other Class members were sustained in this district.

12 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of
13 the events or omissions giving rise to Plaintiff's claims occurred within this district.

14 14. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court
15 maintains personal jurisdiction over Defendant.

16 **FACTUAL ALLEGATIONS**

17 15. Millions of Americans are switching to non-sugar sweeteners for health and
18 dietary reasons. For example, a 2024 International Food Information Council survey found that
19 about three-quarters of Americans are trying to limit or avoid added sugars.¹

20 16. Plaintiff Laura Willis Albrigo is one such consumer. She purchased the Products
21 from Amazon.com on or about September 2, 2026 (Order No. 112-8835529-4692260).

22 17. On their front label, the Products claim to contain "Zero Sugar," as shown here in
23 a photo of the container purchased by Plaintiff:
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28 ¹ "American Perceptions Of Sweeteners In Foods & Beverages" (November 2024), *available*
at <https://ifc.org/wp-content/uploads/2025/04/IFIC-Nov-Spotlight-Survey-Sweeteners.pdf>.



18. This representation is false. The Products contain approximately 4 grams of allulose, which is a sugar, an amount sufficient to preclude any labeling claim that the Products contain “Zero Sugar”:



A. The Products' "Zero Sugar" Claim is False.

19. Allulose is a naturally occurring sugar—specifically, a monosaccharide—that is found in foods such as figs, raisins, maple syrup, and brown sugar. Allulose has only approximately 70% of the sweetness of common table sugar (sucrose). It therefore cannot be used in commercial preparations in smaller quantities, unlike more high-intensity sweeteners such as sucralose, aspartame, and acesulfame potassium. Allulose must instead be used in larger quantities as a bulk sweetener, usually several grams per serving.

20. Under federal law (incorporated as state law through California's Sherman Law, *see* Cal. Health & Safety Code § 110100(a)), "Total Sugars" is one of the nutrients that must be

1 declared in a food's nutrition labeling (*see* 21 U.S.C. § 343(q)(1)(D); 21 C.F.R. § 101.9(c)(6)(ii);
2 21 C.F.R. § 101.36(b)(2)(i)), and for which nutrient content claims may therefore be made only
3 in accordance with U.S. Food & Drug Administration regulations (*see* 21 U.S.C. § 343(r)(1)(A),
4 (2)(A)(i); 21 C.F.R. § 101.13(b)).

5 21. FDA defines "Total Sugars" for these purposes as "the sum of all free mono- and
6 disaccharides." 21 C.F.R. § 101.9(c)(6)(ii) (nutrition labeling); *see also id.* § 101.60(c)(1)(i)
7 (same definition for nutrient content claims). A food that contains more than half a gram per
8 serving of "Total Sugars" thus must not only disclose the grams of sugar in the food in the
9 Supplement Facts panel, but also may not be labeled with claims "represent[ing] that [it]
10 contains no sugars." *Id.* § 101.60(c)(1)(i).

11 22. As a monosaccharide, allulose falls squarely within the FDA's regulatory
12 definition of sugar. *See* 21 C.F.R. § 101.9(c)(6)(ii) (nutrition labeling); *see also id.* §
13 101.60(c)(1)(i) (incorporating same definition for nutrient content claims). Therefore, a food
14 such as the Products that contains more than half a gram of allulose cannot truthfully be labeled
15 "sugar free," "zero sugar," or the like.

16 23. In a recent amicus brief, FDA reaffirmed its longstanding position that "allulose
17 is a 'sugar' as that term is defined in 21 C.F.R. § 101.9(c)(6)(ii)." Amicus Br. of the United
18 States, *Franco v. Chobani, LLC*, 2026 WL 1894806, at *7 (7th Cir. June 29, 2026).

19 24. Defendant cannot rely on FDA's October 2020 guidance regarding the declaration
20 of allulose on Nutrition and Supplement Facts labels. That guidance announced only that FDA
21 would exercise enforcement discretion as to certain nutrition labeling requirements "pending
22 future rulemaking regarding amending the definition of 'Total Sugars.'" It did not amend the
23 definition, and FDA has confirmed that it "took as a given that the present definition includes
24 allulose." FDA has further confirmed that the guidance does not reach front-of-package claims:
25 "The agency made no such statement with respect to nutrient content claims (including claims
26 that a product contains no sugars)." *Id.*

1 25. FDA has taken the same position since at least 2016, when it stated that allulose,
2 “as a monosaccharide, must be included in the declaration of [Total Sugars] pending any future
3 rulemaking that would otherwise exclude [it].” 81 Fed. Reg. 33742, 33795-96 (May 27, 2016).

4 26. The Seventh Circuit recently endorsed the FDA’s reading, finding that “food
5 products cannot be labeled sugar free unless they have less than half a gram of sugar, and sugars
6 include every monosaccharide, including allulose.” *Franco v. Chobani, LLC*, 184 F.4th 599,
7 606 (7th Cir. 2026). The Court thus reversed an order dismissing a case against a food
8 manufacturer whose yogurts contained several grams of allulose per serving but represented
9 themselves as containing “Zero Sugar.”

10 27. The Seventh Circuit also found that claims under state consumer protection law
11 premised on such misrepresentations were not preempted. *Id.*

12 28. The Products contain allulose in amounts sufficient to preclude being truthfully
13 labeled “Zero Sugar,” and they must disclose grams of allulose in the calculation of “Total
14 Sugars.”

15 29. Labels are the chief means by which food product manufacturers convey critical
16 information to consumers, and consumers have been conditioned to rely on the accuracy of the
17 claims made on these labels.

18 30. Consumers including Plaintiff especially rely on label claims made by food
19 product manufacturers such as Defendant, as they cannot confirm or disprove those claims
20 simply by viewing or even consuming the Products.

21 31. Further, federal law and corresponding state law and regulations both reflect and
22 create reasonable consumer expectations concerning the contents of foods and beverages. That
23 is, consumers have been conditioned to rely on the accuracy of the claims concerning whether
24 a food is sugar-free, and plan their consumption around those claims.

25 32. Plaintiff reviewed the front label and Supplement Facts panel of the Products prior
26 to her purchase, and reviewed the statements regarding sugar made there. Consumers such as
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1 Plaintiff who viewed the Products' labels reasonably understood the Products to be sugar-free.
2 This representation was false.

3 33. Consumers including Plaintiff reasonably relied on these label statements such
4 that they would not have purchased the Products from Defendant if the truth about the Products
5 was known, or would have only been willing to pay a substantially reduced price for the Products
6 had they known that Defendant's representations were false and misleading.

7 34. In the alternative, because of its deceptive and false labeling statements,
8 Defendant was enabled to charge a premium for the Products relative to key competitors'
9 products, or relative to the average price charged in the marketplace.

10 35. Plaintiff suffered economic injury by Defendant's fraudulent and deceptive
11 conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and
12 Plaintiff's injuries.

13 **B. Plaintiff Lacks an Adequate Remedy at Law.**

14 36. A legal remedy is not adequate if it is not as certain as an equitable remedy. To
15 obtain a full refund as damages, Plaintiff must show that the Products she received have
16 essentially no market value. In contrast, Plaintiff can seek restitution without making this
17 showing. This is because Plaintiff purchased Products that she would not otherwise have
18 purchased, but for Defendant's misrepresentations. Obtaining a full refund at law is less certain
19 than obtaining a refund in equity.

20 37. Also, winning damages under the CLRA requires additional showings not
21 required under equitable causes of action, including that Plaintiff has given adequate pre-suit
22 notice under the CLRA. For example, the CLRA prohibits only particular categories of
23 deceptive conduct. By contrast, equitable causes of action such as unjust enrichment, the UCL,
24 and the FAL broadly prohibit "unfair" conduct.

25 38. By the same token, Plaintiff's common law claims require additional showings,
26 compared to their equitable claims. For example, to prevail on her breach of warranty claim,
27 Plaintiff needs to show that the statements she challenges constitute a warranty and that the
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1 warranty was part of the basis of the bargain. No such showings are required under the UCL and
 2 FAL. And unjust enrichment exists in part because contractual claims are often more difficult
 3 to establish. In this way, Plaintiff's UCL, FAL, and unjust enrichment claims are more certain
 4 than her legal claims.

5 39. Finally, the remedies at law available to Plaintiff are not equally prompt or
 6 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will
 7 take longer, and be more expensive, than a bench trial.

8 **CLASS ACTION ALLEGATIONS**

9 40. Plaintiff brings this action individually and as representative of all those similarly
 10 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the state
 11 of California who purchased the Products within four years prior to the filing of this Complaint.

12 41. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
 13 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
 14 this matter and the members of their immediate families and judicial staff.

15 42. Plaintiff reserves the right to alter the Class definition, and to amend this
 16 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable
 17 law.

18 43. Certification of Plaintiff's claims for class-wide treatment is appropriate because
 19 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
 20 individual Class members would use to prove those elements in individual actions alleging the
 21 same claims.

22 44. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all
 23 Class members is impracticable. Plaintiff believes and avers there are thousands of Class
 24 members geographically dispersed throughout the state of California.

25 45. **Existence and Predominance of Common Questions of Law and Fact – Rule**
 26 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
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1 predominate over any questions that affect only individual Class members. Common legal and
2 factual questions and issues include but are not limited to:

- 3 a. Whether the marketing, advertising, packaging, labeling, and other promotional
4 materials for Defendant's Products is misleading and deceptive;
5 b. Whether a reasonable consumer would understand Defendant's "Zero Sugar"
6 claim to indicate that the Products contain no sugar, and reasonably relied upon
7 that representation;
8 c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class
9 members;
10 d. Whether Defendant breached an express warranty;
11 e. the proper amount of damages;
12 f. the proper scope of injunctive relief; and
13 g. the proper amount of attorneys' fees.

14 46. Defendant engaged in a common course of conduct in contravention of the laws
15 Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations
16 of law, business practices, and injuries are involved. Individual questions, if any, pale by
17 comparison, in both quality and quantity, to the numerous common questions that predominate
18 this action. The common questions will yield common answers that will substantially advance
19 the resolution of the case.

20 47. In short, these common questions of fact and law predominate over questions that
21 affect only individual Class members.

22 48. **Typicality – Rule 23(a)(3):** Plaintiff's claims are typical of the claims of the Class
23 members because they are based on the same underlying facts, events, and circumstances
24 relating to Defendant's conduct.

25 49. Specifically, all Class members, including Plaintiff, were harmed in the same way
26 due to Defendant's uniform misconduct described herein; all Class members suffered similar
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1 economic injury due to Defendant's misrepresentations; and Plaintiff seeks the same relief as
2 the Class members.

3 50. There are no defenses available to Defendant that are unique to the named
4 Plaintiff.

5 51. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate
6 representative of the Class because Plaintiff's interests do not conflict with the Class members'
7 interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress
8 against Defendant.

9 52. Furthermore, Plaintiff has selected competent counsel who are experienced in
10 class action and other complex litigation. Plaintiff and Plaintiff's counsel are committed to
11 prosecuting this action vigorously on behalf of the Class and have the resources to do so.

12 53. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
13 available means for the fair and efficient adjudication of this controversy for at least the
14 following reasons:

- 15 a. the damages individual Class members suffered are small compared to the burden
16 and expense of individual prosecution of the complex and extensive litigation
17 needed to address Defendant's conduct such that it would be virtually impossible
18 for the Class members individually to redress the wrongs done to them. In fact,
19 they would have little incentive to do so given the amount of damage each member
20 has suffered when weighed against the costs and burdens of litigation;
- 21 b. the class procedure presents fewer management difficulties than individual
22 litigation and provides the benefits of single adjudication, economies of scale, and
23 supervision by a single Court;
- 24 c. the prosecution of separate actions by individual Class members would create a
25 risk of inconsistent or varying adjudications, which would establish incompatible
26 standards of conduct for Defendant; and
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1 d. the prosecution of separate actions by individual Class members would create a
2 risk of adjudications with respect to them that would be dispositive of the interests
3 of other Class members or would substantively impair or impede their ability to
4 protect their interests.

5 54. Unless the Class is certified, Defendant will retain monies received as a result of
6 its unlawful and deceptive conduct alleged herein.

7 55. Unless a class-wide injunction is issued, Defendant will likely continue to
8 advertise, market, promote, and sell its Products in an unlawful and misleading manner, as
9 described throughout this Complaint, and members of the Class will continue to be misled,
10 harmed, and denied their rights under the law. Plaintiff faces an imminent threat of harm because
11 she will not be able to rely on the Products' labels in the future, and will not be able to buy the
12 Products, even if Defendant claims to have amended its labels and other statements to remove
13 the deceptive statements described herein. To buy the Products again, Plaintiff needs the Court
14 to enter an order forbidding Defendant from selling its Products unless it has fixed its labels to
15 make them accurate. With that Court order in hand, Plaintiff could and would buy the Products
16 again.

17 56. Furthermore, Plaintiff has not merely alleged an "informational" injury, but has
18 also alleged that Defendant has been enabled to charge a price premium for the Products.
19 Plaintiff has therefore alleged that compliance with federal and state regulations regarding the
20 accurate reporting of sugar content in the Products would cause a decrease in the price of the
21 Products at which Plaintiff and members of the Class would be willing to buy the Products. As
22 a result, Plaintiff has alleged more than simply an interest in Defendant telling the truth on its
23 labels, but an economic injury that further supports prospective injunctive relief.

24 57. **Ascertainability.** To the extent ascertainability is required, the Class members are
25 readily ascertainable from Defendant's records and/or its agents' records of retail and online
26 sales, as well as through public notice.
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1 58. Defendant has acted on grounds applicable to the Class as a whole, thereby
2 making appropriate final injunctive and declaratory relief concerning the Class as a whole.

3
4 **COUNT 1**
5 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT,**
6 **CAL. CIV. CODE § 1750 *et seq.***

7 59. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
8 extent necessary, pleads this cause of action in the alternative.

9 60. Plaintiff is a “consumer” within the meaning of the Consumers Legal Remedies
10 Act (“CLRA”), Cal. Civ. Code § 1761(d).

11 61. The sale of Defendant’s Products to Plaintiff and Class members was a
12 “transaction” within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

13 62. The Products purchased by Plaintiff and Class members are “goods” within the
14 meaning of the CLRA, Cal. Civ. Code § 1761(a).

15 63. As alleged herein, Defendant’s business practices are a violation of the CLRA
16 because Defendant made affirmative misrepresentations and/or deceptively failed to reveal facts
17 relating to the sugar content of the Product.

18 64. Defendant’s affirmative misrepresentations and/or ongoing failure to provide
19 material facts about its Products on its labels violates Cal. Civ. Code § 1770(a) in at least these
20 respects:

- 21 a. Defendant’s acts and practices constitute misrepresentations that its Products have
22 characteristics, benefits, or uses which they do not have;
23 b. Defendant misrepresented that its Products are of a particular standard, quality,
24 and/or grade, when they are of another;
25 c. Defendant’s acts and practices constitute the advertisement of goods, without the
26 intent to sell them as advertised;
27 d. Defendant’s acts and practices fail to represent that transactions involving its
28 Products involve actions that are prohibited by law, particularly the use of
misleading nutritional labeling; and

1 e. Defendant's acts and practices constitute representations that its Products have
2 been supplied in accordance with previous representations when they were not.

3 65. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed,
4 entitling them to injunctive relief.

5 66. Plaintiff will, concurrent with the filing of this Complaint, notify Defendant in
6 writing of the particular violations of the CLRA described herein and demand Defendant rectify
7 the actions described above by providing complete monetary relief, agreeing to be bound by its
8 legal obligations and to give notice to all affected customers of its intent to do so.

9 67. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
10 publication of misleading and deceptive nutritional labels on Defendant's Products and to
11 recover reasonable attorneys' fees and costs.

12 **COUNT 2**
13 **UNJUST ENRICHMENT**

14 68. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
15 extent necessary, pleads this cause of action in the alternative in the event that Plaintiff has an
16 inadequate remedy at law.

17 69. Under California law, a claim for unjust enrichment "describe[s] the theory
18 underlying a claim that a defendant has been unjustly conferred a benefit 'through mistake,
19 fraud, coercion, or request.'" *Astiana v. Hain Celestial Grp., Inc.* (9th Cir. 2015) 783 F.3d 753,
20 762 (quoting 55 *Cal. Jur.* 3d *Restitution* § 2). Thus, when a plaintiff alleges unjust enrichment,
21 the Court should "construe the cause of action as a quasi-contract claim seeking restitution."
22 *Rutherford Holdings, LLC v. Plaza Del Rey* (2014) 223 Cal.App.4th 221, 225. Courts in
23 California have allowed unjust enrichment and CLRA claims to proceed in the alternative. *See*
24 *Scheibe v. Livwell Prods., LLC*, No. 23-cv-216, 2023 WL 4414580, at *8 (S.D. Cal. 2023).

25 70. Defendant, through its marketing and labeling of the Products, misrepresented and
26 deceived consumers by misrepresenting that the Products contained "Zero Sugar."

27 71. Defendant did so for the purpose of enriching itself and it in fact enriched itself
28 by doing so.

1 72. Consumers conferred a benefit on Defendant by purchasing the Products,
2 including an effective premium above their true value. Defendant appreciated, accepted, and
3 retained the benefit to the detriment of consumers.

4 73. Defendant continues to possess monies paid by consumers to which Defendant is
5 not entitled.

6 74. Under the circumstances it would be inequitable for Defendant to retain the benefit
7 conferred upon it and Defendant's retention of the benefit violates fundamental principles of
8 justice, equity, and good conscience.

9 75. Plaintiff seeks disgorgement of Defendant's ill-gotten gains and restitution of
10 Defendant's wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed
11 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
12 Defendant's unjust enrichment.

13 76. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
14 a result of Defendant's actions as set forth above.

15
16 **COUNT 3**
17 **BREACH OF EXPRESS WARRANTY**
 CAL. COMMERCIAL CODE § 2313

18 77. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
19 extent necessary, pleads this cause of action in the alternative.

20 78. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
21 expressly warranted that the Products contained "Zero Sugar."

22 79. Defendant's express warranties, and its affirmations of fact and promises made to
23 Plaintiff and the Class and regarding the Products, became part of the basis of the bargain
24 between Defendant and Plaintiff and the Class, which creates an express warranty that the
25 Products would conform to those affirmations of fact, representations, promises, and
26 descriptions.

27 80. The Products do not conform to the express warranty that the Products are sugar-
28 free.

1 81. As a direct and proximate cause of Defendant's breach of express warranty,
2 Plaintiff and Class members have been injured and harmed because: (a) they would not have
3 purchased the Products on the same terms if they knew the truth about the Products' "Zero
4 Sugar" claim; (b) they paid a price premium based on Defendant's express warranties; and (c)
5 the Products do not have the characteristics, uses, or benefits that were promised.

6
7 **COUNT 4**
8 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
9 **BUS. & PROF. CODE § 17200 *et seq.* — "UNFAIR" CONDUCT**

10 82. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
11 extent necessary, pleads this cause of action in the alternative.

12 83. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
13 a result of Defendant's actions as set forth herein.

14 84. Defendant's actions as alleged in this Complaint constitute "unfair" conduct
15 within the meaning of California Business and Professions Code Section 17200, *et seq.*

16 85. Defendant's business practices, as alleged herein, are "unfair" because it makes
17 affirmative misrepresentations and fails to make required disclosures that would inform
18 consumers regarding the sugar contained in the Products.

19 86. As a result of this "unfair" conduct, Plaintiff expended money and engaged in
20 activities she would not otherwise have spent or conducted.

21 87. Defendant's wrongful business practices alleged herein constituted, and continue
22 to constitute, a continuing course of unfair competition since it continues to market and sell its
23 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
24 oppressive, unscrupulous and/or substantially injurious to its customers.

25 88. Defendant publicly disseminated untrue or misleading representations regarding
26 the sugar content of its Products, which it knew, or in the exercise of reasonable care should
27 have known, were untrue or misleading.

28 89. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order
of this court enjoining Defendant from continuing to engage in "unfair" business practices and

1 any other act prohibited by law, including those acts set forth in this Complaint, and further seek
2 all other relief allowable under Business and Professions Code Section 17200, *et seq.*

3 **COUNT 5**
4 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
5 **BUS. & PROF. CODE § 17200 *et seq.* — “FRAUDULENT” CONDUCT**

6 90. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
7 extent necessary, pleads this cause of action in the alternative.

8 91. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
9 a result of Defendant’s actions as set forth above.

10 92. Defendant’s actions as alleged in this Complaint constitute “fraudulent” conduct
11 within the meaning of California Business and Professions Code Section 17200 *et seq.*

12 93. Defendant’s business practices, as alleged herein, are “fraudulent” because it
13 makes affirmative misrepresentations and fails to make required disclosures that would inform
14 consumers regarding the sugar contained in the Products.

15 94. As a result of this “fraudulent” conduct, Plaintiff expended money and engaged in
16 activities she would not otherwise have spent or conducted.

17 95. Defendant’s wrongful business practices alleged herein constituted, and continue
18 to constitute, a continuing course of unfair competition since it continues to market and sell its
19 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
20 oppressive, unscrupulous and/or substantially injurious to its customers.

21 96. Defendant publicly disseminated untrue or misleading representations regarding
22 the sugar content of its Products, which it knew, or in the exercise of reasonable care should
23 have known, were untrue or misleading.

24 97. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an
25 order of this Court enjoining Defendant from continuing to engage in “fraudulent” business
26 practices and any other act prohibited by law, including those acts set forth in this Complaint,
27 and further seeks all other relief allowable under Business and Professions Code Section 17200,
28 *et seq.*

COUNT 6
VIOLATION OF THE UNFAIR COMPETITION LAW,
BUS. & PROF. CODE § 17200 *et seq.* — “UNLAWFUL” CONDUCT

98. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.

99. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as a result of Defendant’s actions as set forth above.

100. Defendant’s actions as alleged in this Complaint constitute “unlawful” conduct within the meaning of California Business and Professions Code Section 17200, *et seq.*

101. Defendant’s business practices, as alleged herein, are “unlawful” because it violates numerous statutes (including the Sherman Law) in making affirmative misrepresentations and failing to make required disclosures that would inform consumers regarding the sugar contained in the Products.

102. As a result of this “unlawful” conduct, Plaintiff expended money and engaged in activities she would not otherwise have spent or conducted.

103. Defendant’s business practices alleged herein constituted, and continue to constitute, a continuing course of unfair competition since it continues to market and sell its products in a manner that offends public policy and/or in a fashion that is immoral, unethical, oppressive, unscrupulous and/or substantially injurious to its customers.

104. Defendant publicly disseminated untrue or misleading representations regarding the sugar content of its Products which it knew, or in the exercise of reasonable care should have known, were untrue or misleading.

105. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order of this court enjoining Defendant from continuing to engage in “unlawful” business practices and any other act prohibited by law, including those acts set forth in this Complaint, and further seeks all other relief allowable under Business and Professions Code Section 17200, *et seq.*

COUNT 7
VIOLATION OF THE FALSE ADVERTISING LAW,
BUS. & PROF. CODE § 17500 *et seq.*

106. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.

107. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as a result of Defendant's actions as set forth above.

108. Defendant engaged in advertising and marketing to the public and offered the Products for sale on a nationwide basis, including in California.

109. Defendant engaged in the advertising and marketing alleged herein with the intent to directly or indirectly induce the sale of the Products to consumers.

110. Defendant's advertisements and marketing representations regarding the characteristics of the Products were false, misleading, and deceptive as set forth above.

111. At the time it made and disseminated the statements alleged herein, Defendant knew or should have known that the statements were untrue or misleading, and acted in violation of Business and Professions Code Section 17500, *et seq.*

112. Plaintiff seeks injunctive relief and all other relief allowable, including restitution and disgorgement under Business and Professions Code Section 17500, *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court grant the following relief against Defendant:

- a. Certifying the Class;
- b. Declaring that Defendant violated the CLRA, UCL, FAL, was unjustly enriched, and/or breached an express warranty;
- c. Awarding restitution or disgorgement in an amount to be proven at trial, as permitted by law;

- 1 d. Awarding of injunctive relief as permitted by law, including enjoining Defendant
2 from continuing the unlawful practices as set forth herein, and ordering Defendant to
3 engage in a corrective advertising campaign;
4 e. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
5 f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts
6 awarded; and
7 g. Such other relief as the Court may deem just and proper.

8 TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

9 Respectfully submitted,

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11 /s/ Charles C. Weller
12 Charles C. Weller (Cal. SBN: 207034)
13 Attorney for Plaintiff

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September 13, 2026

CIVIL COVER SHEET
of 2

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LAURA WILLIS ALBRIGO, individually and on behalf of
all those similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Charles C. Weller, Charles C. Weller APC, 11412 Corley
Ct., San Diego, CA 92126, 858-414-7465

DEFENDANTS

HALEON US HOLDINGS LLC, a Delaware limited liability
company

County of Residence of First Listed Defendant Warren, NJ
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'26CV5279 TWR VET

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☒ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. section 1332

Brief description of cause:
Consumer protection claim for mislabeled food products

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

9/13/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Charles C. Weller

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.