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16
17 **UNITED STATES DISTRICT COURT**
18
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 JAMES BRUNO, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 GOLI NUTRITION, INC.

25 Defendant.

Case No. 2:26-cv-11039

CLASS ACTION COMPLAINT

JURY DEMAND

1 Plaintiff James Bruno (“Plaintiff”), on behalf of himself and all others similarly
2 situated, allege the following class action complaint (the “Action”) against Defendant
3 Goli Nutrition, Inc. (“Defendant”), for violations of state statutes and common law
4 doctrines seeking actual damages, statutory damages, restitution, pre and post-
5 judgment interest, and reasonable costs and attorneys’ fees upon personal knowledge
6 as to himself and his own actions, and upon information and belief, including the
7 investigation of his counsel as follows:
8
9

10 **NATURE OF THE ACTION**

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12 1. This is a class action on behalf of consumers who purchased Goli
13 gummies dietary supplements marketed as zero sugar (collectively, the
14 “Products”)¹.
15

16 2. Defendant markets and advertises the Products on their front labels as
17 containing “ZERO SUGAR” (the “Representation”). However, unbeknownst to
18 consumers, the Products contain sugar in the form of allulose. Allulose is a
19 monosaccharide and therefore a sugar under the applicable federal labeling
20 standards.
21

22 3. Based on their ingredient composition and label declarations, the Apple
23 Cider Vinegar and Ashwagandha+ Products contain, on information and belief,
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27 ¹ The Products are: (1) Goli Zero Sugar Apple Cider Vinegar Gummies (“Apple Cider Vinegar”);
28 (2) Goli Zero Sugar Ashwagandha+ Gummies (“Ashwagandha+”); and (3) Goli Zero Sugar
Pre+Post+Probiotics Gummies (“Pre+Post+Probiotics”).

1 approximately 2 grams of allulose per labeled serving, and the Pre+Post+Probiotics
2 Product contains, on information and belief, approximately 1 gram per labeled
3 serving. The Products' labels also list allulose without the ingredient marker
4 prescribed for a zero-sugar claim. 21 C.F.R. § 101.60(c)(1)(i)–(ii). Defendant's Zero
5 Sugar Representation is therefore false, misleading, and impermissible.
6

7
8 4. Defendant's own labeling admits the Products contain allulose as part
9 of their binding system. "Sugars" are defined as "the sum of all free mono and
10 disaccharides (such as glucose, fructose, lactose, and sucrose)." 21 C.F.R. §
11 101.9(c)(6)(ii). The Products, therefore, do not contain "Zero Sugar" as claimed on
12 the Products' packaging and advertising.
13

14 5. Defendant made its zero-sugar Representation to induce health-
15 conscious consumers, like Plaintiff, to purchase the Products. But Plaintiff alleges
16 that this representation is misleading and false. The Products repeatedly represent
17 that they contain "ZERO SUGAR" on their front panels. Those categorical outside-
18 panel statements expressly represent that no sugar was added to the Products and
19 are nutrient-content claims under 21 C.F.R. § 101.13(b) and (b)(1). "ZERO
20 SUGAR" is a reasonable variation or synonym of the terms "no added sugar,"
21 "without added sugar," and "no sugar added," and therefore must comply with §
22 101.60(c)(2). 21 C.F.R. § 101.13(b)(4).
23

24 6. For as long as consumable goods have been sold, "health-washing,"
25 which is the instigation of a sale of a consumer product by making it appear healthier
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1 than it is, has led consumers to buy products that either do not actually have any
2 health benefits or are, in some cases, harmful. The instant case is a classic
3 occurrence of “health-washing”. Here, Defendant uses false advertising and
4 deceptive conduct which promises health-related benefits. To compound matters,
5 the misrepresentations made on the Products are not only potentially harmful but
6 command a price premium consistent with these misrepresentations that Plaintiff
7 and Class members would not have paid had they known that Defendant’s
8 representations are false and misleading. The Products also intentionally contain no
9 warning whatsoever about potential risks and the tendency to cause health risks.
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12

13 7. Against this backdrop, Plaintiff and the class members, on behalf of
14 himself and all others similarly situated, bring this Action seeking actual damages,
15 statutory damages, restitution, pre- and post-judgment interest, and reasonable costs
16 and attorneys’ fees under state statutes and common law doctrines due to
17 Defendant’s intentional failure to ensure that the Products were distributed,
18 produced, and sold in a manner consistent with advertising. As a result of the
19 foregoing, Plaintiff and Class Members (defined below) were harmed by paying a
20 price premium for the Products which they otherwise would not have paid due to
21 the misrepresentations made on packaging and in advertising or would not have
22 purchased the Products at all.
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26

27 **JURISDICTION AND VENUE**

28 8. Jurisdiction is proper in this Court under 28 U.S.C. §1332 (diversity

1 jurisdiction). Specifically, this Court has subject matter and diversity jurisdiction
2 over this action under 28 U.S.C. § 1332(d) because this is a class action where the
3 amount in controversy exceeds the sum or value of \$5 million, exclusive of interest
4 and costs, there are more than 100 members in the proposed class, and at least one
5 class member is a citizen of a state different from Defendant.
6

7
8 9. Supplemental jurisdiction to adjudicate issues pertaining to state law is
9 proper in this Court under 28 U.S.C. §1367.

10 10. This Court has personal jurisdiction over Defendant because Defendant
11 has its principal place of business in California and therefore is at home in this State.
12

13 11. Venue is proper in this Court under 28 U.S.C. § 1391 because a
14 substantial part of the events that gave rise to Plaintiff's claims occurred within this
15 District, and Defendant does business in this Judicial District.
16

17 THE PARTIES

18 **Plaintiff James Bruno**

19
20 12. Plaintiff James Bruno resides in Island Lake, Illinois. In June 2025,
21 Plaintiff purchased Goli Zero Sugar Apple Cider Vinegar Gummies from a Walmart
22 store in Algonquin, Illinois, for approximately \$11.99.
23

24 13. Accordingly, the Zero Sugar Representation was part of the basis of
25 Plaintiff's bargain, in that Plaintiff would not have purchased the Products on the
26 same terms had he known that the representation was untrue. Furthermore, in making
27 his purchases, Plaintiff paid a price premium due to Defendant's false and misleading
28

1 Zero Sugar Representation. Plaintiff, however, did not receive the benefit of the
2 bargain because the Products were not, in fact, free of sugar. Instead, they contained
3 allulose, a sugar. Had Plaintiff known that Defendant's representation was false and
4 misleading, he would not have purchased the Products or would have paid
5 substantially less for them. Plaintiff purchased the Products for himself for personal
6 use during the class period. Plaintiff bought the Products because he relied on
7 Defendant's representation that the Products contained "ZERO SUGAR." The
8 Products are sold at a price premium and are more expensive than comparable
9 gummy dietary supplements. Plaintiff relied on this representation—and had he
10 known the truth, he would not have purchased the Products or would have paid
11 significantly less for them.

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15
16 14. Plaintiff remains interested in purchasing gummy dietary supplements
17 and other products that are truly sugar-free. However, he cannot know for certain
18 whether the false labeling and marketing of the Products have been or will be
19 corrected, and the Products' composition may change over time. If Defendant
20 continues to make the Zero Sugar Representation, Plaintiff will be unable to make
21 informed purchasing decisions and is likely to be misled again unless Defendant is
22 required to ensure that the Products' marketing is accurate. Plaintiff is an average
23 consumer who is not sophisticated in the chemistry, manufacturing, or formulation
24 of dietary supplements. Neither Plaintiff nor reasonable consumers have the
25 specialized knowledge needed to determine independently whether allulose is a
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sugar.

Defendant Goli Nutrition, Inc.

15. Defendant Goli Nutrition, Inc., is a Canadian corporation with its principal place of business in 8430 Santa Monica Boulevard, #204, West Hollywood, California 90069. Defendant manufactures, formulates, labels, advertises, markets, distributes, and sells the Products in California and throughout the United States, including this District.

16. At all times during the class period, Defendant was the manufacturer, distributor, marketer, and seller of the Products. Defendant, directly and through its agents, has substantial contacts with and receives substantial benefits and income from and through the State of California.

FACTUAL BACKGROUND

Consumers Seek Out and Pay More for Products That Contain No Sugars

17. It is well known that consuming added sugar can present a variety of dangerous health conditions, such as obesity, diabetes, and cardiovascular disease—indeed, the “right amount of added sugar” is “[a]s little as possible.”² Sugar-sweetened desserts and sweet snacks compose 19% of added sugar for Americans.³

² *The Sweet Danger of Sugar*, Harv. Health Publ’g (Apr. 6, 2026), <https://www.health.harvard.edu/diabetes-and-metabolic-health/the-sweet-danger-of-sugar> (reviewed by Mallika Marshall, M.D.).

³ U.S. Dep’t of Agric. & U.S. Dep’t of Health & Hum. Servs., *Dietary Guidelines for Americans, 2020–2025*, at 43 fig. 1-10 (9th ed. Dec. 2020), https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf#page=56

18. For decades, federal health authorities have recommended limiting added sugar intake.⁴ In light of this clear, long-standing guidance from medical authorities, consumer demand for low- and no-sugar products has grown substantially. Recent surveys report that 75% of U.S. consumers and 83% of consumers globally are limiting or avoiding sugar in their diets.⁵

19. Food and beverage manufacturers are acutely aware of this demand and of the premium consumers will pay to satisfy it. Products labeled “sugar free” and “zero sugar” command higher prices than comparable products that do not bear those claims, and manufacturers reserve the front principal display panel of their packaging for the claims they believe will most motivate a purchase.

20. Defendant has capitalized on that demand. It markets Products whose predominant ingredient is allulose, a sugar, while labeling and advertising them as “Zero Sugar.” Defendant thereby obtained an unfair competitive advantage over competitors whose sugar-free claims are true, at the expense of unwitting consumers.

Defendant’s False and Misleading Representations

⁴ See, e.g., U.S. Dep’t of Health & Hum. Servs., *The Surgeon General’s Call to Action to Prevent and Decrease Overweight and Obesity* 35 (2001), https://stacks.cdc.gov/view/cdc/28023/cdc_28023_DS1.pdf; U.S. Dep’t of Health & Hum. Servs., Office of the Surgeon General, *The Surgeon General’s Vision for a Healthy and Fit Nation: Background on Obesity* (Jan. 2010), <https://www.ncbi.nlm.nih.gov/books/NBK44656/>

⁵ See *Int’l Food Info. Council*, 2025 IFIC Food & Health Survey: A Focus on Sugars & Sweeteners 5, 9 (Dec. 2025) (reporting that 75% of surveyed Americans were trying to limit or avoid sugar), <https://ific.org/wp-content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf>; ADM, ADM Launches Sweet Insights Tool for Navigating Sugar Reduction Trends, Worldwide (reporting that 83% of 13,900 surveyed consumers across 15 countries were limiting or avoiding sugar), <https://www.adm.com/en-us/news/adm-stories/adm-launches-sweet-insights-tool-for-navigating-sugar-reduction-trends-worldwide>.

21. Defendant manufactures, markets, and sells Goli Zero Sugar gummy dietary supplements, including Apple Cider Vinegar, Ashwagandha+, and Pre+Post+Probiotics gummies. The Products are sold in bottles at retailers throughout California and the United States, as well as online through Defendant's own website (goli.com), Costco, Walmart, The Vitamin Shoppe, Amazon and other third-party marketplaces.

22. Below is an illustrative sampling of the Products and the Representations:



23. The “ZERO SUGAR” claim is one of the key design elements of the Products’ packaging. On the front labels of the Products’ bottles, Defendant prominently states that the Products contain “ZERO SUGAR.” Defendant repeats that message in related labeling and advertising.

24. Defendant's advertising repeats the Zero Sugar Representation across its marketing channels. On Defendant's own website, Defendant advertises the Products as containing "ZERO SUGAR."⁶ True and correct screenshots from Defendant's official website are reproduced below:



Why You'll Love This Bundle

Three powerful formulas. Zero sugar. One clean routine to support digestion, stress relief, and immune health – every day, without compromise.

25. Defendant, however, acknowledged the Products contained allulose as part of their "binding system." The presence of allulose, therefore, negates any "0g sugar" claim.

⁶ See https://goli.com/products/zero-sugar-essentials-3-pack?selling_plan=3533471940&variant=45032813068484 (Last accessed on September 18, 2026).

a. Apple Cider Vinegar- 60 count

Supplement Facts		
Serving Size: 2 Gummies Servings Per Container: 30		
Amount Per Serving	%DV	
Calories	10	
Sodium	15 mg	1%
Total Carbohydrate	4 g	1%*
Dietary Fiber	2 g	7%
Total Sugar	0 g	†
Includes 0 g Added Sugars		0%*
Vitamin B ₁₂ (Cyanocobalamin)	2.4 mcg	100%
Apple Cider Vinegar (5% Acetic Acid)	1,000 mg	†
SNZ Tribac® Probiotic Blend: Bacillus coagulans SNZ 1969® Bacillus clausii SNZ 1971™ Bacillus subtilis SNZ 1972™	8 mg	†

*Percent Daily Values (DV) are based on a 2000 calorie diet.
†Daily Value (DV) not established

Other Ingredients: Soluble Tapioca Fiber, Allulose, Water, Pectin, Natural Flavors, Citric Acid, Sodium Citrate, Malic Acid, Fruit and Vegetable Juice (Color), Stevia Extract, Beet Root Powder, Pomegranate Powder.

b. Ashwagandha- 60 count

Supplement Facts		
Serving Size: 2 Gummies		
Servings Per Container: 30		
Amount Per Serving		%DV
Calories	5	
Sodium	15 mg	1%
Total Carbohydrate	4 g	1%*
Dietary Fiber	2 g	7%
Total Sugar	0 g	†
Includes 0 g Added Sugar		
Vitamin D ₂ (as Ergocalciferol)	25 mcg	125%
KSM-66® Ashwagandha Root Extract	300 mg	†
Blend	10 mg	†
L-Theanine		
Maca Root Powder (<i>Lepidium meyenii</i>)		
* Percent Daily Values (DV) are based on a 2000 calorie diet.		
† Daily Value (DV) not established		
Other Ingredients: Soluble Tapioca Fiber, Allulose, Water, Pectin, Natural Flavors, Citric Acid, Sodium Citrate, Stevia Extract, Malic Acid, Fruit and Vegetable Juice (Color).		
Does NOT contain: yeast, wheat, eggs, gluten, soy, gelatin, peanuts, shellfish, dairy, synthetic colors, agave and salicylates.		

Other Ingredients: Soluble Tapioca Fiber, Allulose, Water, Pectin, Natural Flavors, Citric Acid, Sodium Citrate, Stevia Extract, Malic Acid, Fruit and Vegetable Juice (Color).

c. Pre + Post + Probiotic

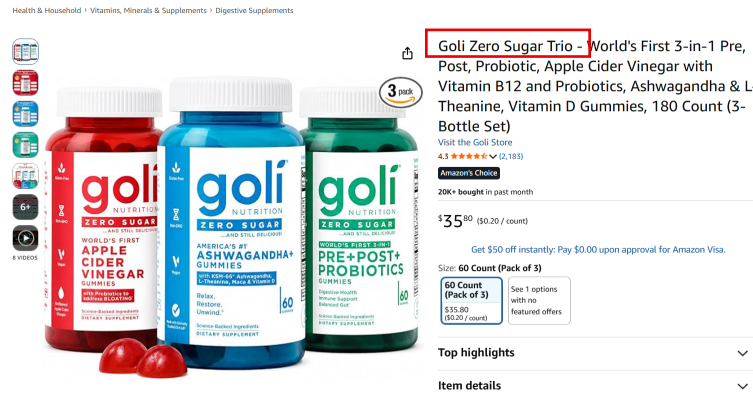
Supplement Facts		
Serving Size: 3 Gummies		
Servings Per Container: 20		
Amount Per Serving		%DV
Calories	10	
Sodium	15 mg	1%
Total Carbohydrate	5 g	2%*
Dietary Fiber	4 g	14%
Total Sugar	0 g	†
Includes 0 g Added Sugars 0%*		
Bacillus subtilis DE111® (1B Live Cells**)	10 mg	†
Postbiotic (Heat treated Lactobacillus paracasei MCC 1849)	20 mg	†
Xylooligosaccharides (XOS)	50 mg	†

* Percent Daily Values (DV) are based on a 2000 calorie diet.
† Daily Value (DV) not established
** Contains 1B Live Cells at time of expiration provided that proper storage conditions are observed

Other Ingredients: Soluble Tapioca Fiber, Allulose, Water, Pectin, Natural Flavors, Citric Acid, Sodium Citrate, Malic Acid, Vegetable Juice (Color), Stevia Extract.

26. Defendant similarly disseminates the Zero Sugar Representation through its official Amazon.com listings. As depicted below, the Products' listings identify

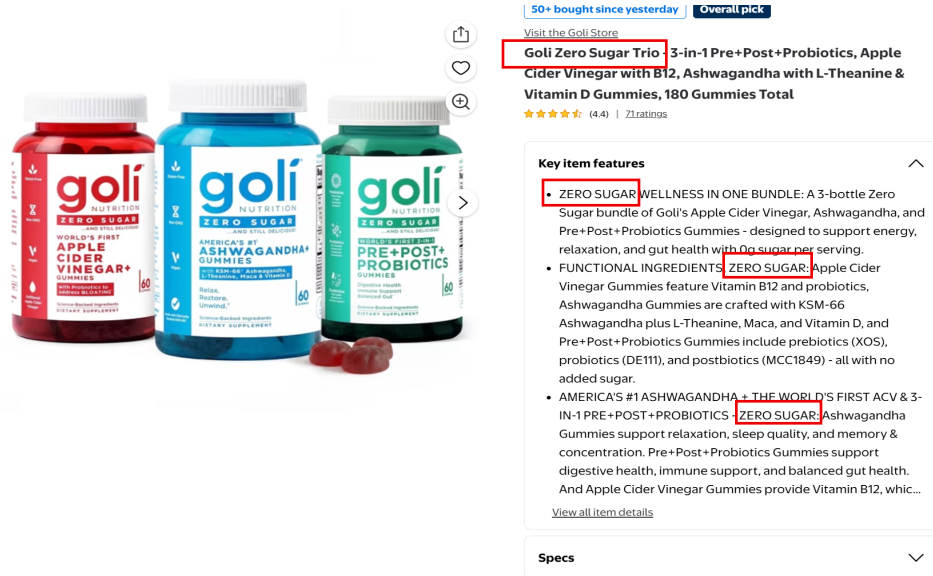
the gummies as “Zero Sugar.” “0g of sugar.”⁷



27. Defendant disseminated the Zero Sugar Representation through the Products' packaging, its own website, Amazon.com, Walmart.com, and other online marketing. On Walmart.com, the Products are advertised as “Zero Sugar.” True and correct screenshots of the Products' Walmart.com listings are reproduced below:⁸

⁷See https://www.amazon.com/dp/B0FNPW73LL?ref=clp_cat_related_p_0&th=1 (Last accessed September 18, 2026).

⁸ See <https://www.walmart.com/ip/Goli-Zero-Sugar-Trio-World-s-First-3-in-1-Pre-Post-Probiotic-Apple-Cider-Vinegar-Vitamin-B12-Probiotics-Ashwagandha-L-Theanine-Vitamin-D-Gummies-90-C/20386070907?classType=REGULAR&adsRedirect=true>



28. The “zero sugar” representation communicates to reasonable consumers that the Products contain no sugar. This is the plain and ordinary meaning of “zero sugar” and federal and California law prescribe an objective standard governing when those terms may be used.

29. Defendant has made the Representations continuously, from the Products’ September 2024 launch through the present.

30. “ZERO SUGAR” is an absolute, objective, and quantitative claim concerning a measurable physical attribute of the Products. Federal law permits that claim only when a product contains less than 0.5 grams of sugar per reference amount customarily consumed and per labeled serving, together with the regulation’s other requirements. The Products’ “0g” Total Sugars declarations on their Supplement Facts labels further reinforce the no-sugar message to consumers, making it

1 impossible for consumers to discover that the Products do, in fact, contain sugar.

2 **Allulose Is a Sugar**

3
4 31. As a monosaccharide, allulose falls squarely within the Food and Drug
5 Administration (“FDA”)’s codified definition of sugar. 21 C.F.R. § 101.9(c)(6)(ii)
6 (defining “Total sugars” as “the sum of all free mono- and disaccharides (such as
7 glucose, fructose, lactose, and sucrose)”). Consistent with that definition, the FDA
8 stated that allulose, “as a monosaccharide, must be included” in the Total Sugars
9 declaration pending any future rulemaking that would otherwise exclude the
10 substance.⁹ No such rulemaking ever occurred.
11
12

13 32. In *Franco v. Chobani, LLC*, the Seventh Circuit recently confirmed that
14 allulose is a sugar under federal labeling regulations. No. 25-2087, 2026 WL
15 2150193 (7th Cir. July 27, 2026). The court explained that 21 C.F.R. § 101.9(c)(6)(ii)
16 defines “Total Sugars” as the sum of all free mono- and disaccharides and, because
17 allulose is undisputedly a monosaccharide, it falls squarely within that definition.
18 Accordingly, under the governing federal regulations, allulose is a sugar.
19
20

21 33. The industry also recognizes that allulose is a sugar. Indeed, one of the
22 most predominant manufacturers of commercial-grade allulose has acknowledged
23 that “[a]llulose is a monosaccharide, or simple sugar”¹⁰ and has noted in multiple
24
25

26
27 ⁹ Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742,
33,795-96 (May 27, 2016).

28 ¹⁰ *Tate & Lyle Study*, Aug. 13, 2018, at p. 6, <https://www.regulations.gov/document/FDA-2015-P-1201-0014> (“Allulose is a monosaccharide, or simple sugar, that naturally presents in small quantities

1 FDA filings that “[a]llulose is a monosaccharide and is classified as a sugar.”¹¹
 2 Numerous medical and health-focused websites consistently refer to allulose as a
 3 “naturally occurring sugar.”¹²
 4

5 34. Not only is allulose a sugar, but its use as an additive can cause
 6 gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.¹³ A
 7 large clinical trial on the gastrointestinal tolerance of allulose determined that,
 8 compared to traditional cane sugar, consumption of allulose resulted in significantly
 9 higher frequencies of symptoms of diarrhea, abdominal distention, and abdominal
 10 pain, and that increasing the level of ingested allulose resulted in incidences of severe
 11 nausea, abdominal pain, headache, anorexia, and diarrheal symptoms.¹⁴
 12

13 35. The Products violate the FDA Nutrient Content Regulations. Congress
 14 empowered the FDA to oversee and regulate food labeling by enacting the Federal
 15 Food, Drug, and Cosmetic Act, as amended by the Nutrition Labeling and Education
 16 Act, 21 U.S.C. § 301 et seq. FDA promulgated the relevant food-labeling regulations
 17 in 21 C.F.R. part 101.
 18
 19
 20
 21

22 in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown
 23 sugar.”)

24 ¹¹ Citizen Petition Submitted by Tate & Lyle Ingredients Americas LLC requesting that Allulose be
 Exempt From Being Included As a Carbohydrate, Sugar, or Added Sugar in the Nutrition Facts Label
 on Foods and Beverages, April 10, 2015, Docket Number FDA-2015-P-1201.

25 ¹² See, e.g., *Cleveland Clinic, What You Need To Know About Allulose* (Nov. 4, 2024),
<https://health.clevelandclinic.org/what-is-allulose> (last visited Aug. 28, 2026).

26 ¹³ *Memorandum from Center for Science in the Public Interest to Food and Drug Administration*
 (June 17, 2019),
<https://cspinet.org/sites/default/files/attachment/allulose%20final%20from%20CSPI.pdf>

27 ¹⁴ Han Y, Choi BR, Kim SY, Kim SB, Kim YH, Kwon EY, & Choi M.S., *Gastrointestinal Tolerance*
 28 *of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial*. *Nutrients*, 2018
 Dec 19;10(12):2010, doi: 10.3390/nu10122010.

1 36. FDA regulations distinguish mandatory or permitted declarations within
2 the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label
3 or in labeling. Information appearing as part of the Nutrition Facts panel is not itself
4 a nutrient-content claim. 21 C.F.R. § 101.13(c). By contrast, “zero sugar”
5 representations expressly characterize the level of sugar in the Products and are
6 nutrient-content claims governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(1).
7

8
9 37. The “zero sugar” statements on the Products’ packages and other labeling
10 are nutrient-content claims because they expressly characterize the level of sugar. 21
11 C.F.R. § 101.13(b). Defendant’s advertisements repeat the same challenged message
12 and are also alleged as misleading under applicable state law.
13

14 38. Nutrient-content claims are strictly forbidden unless specifically allowed
15 under FDA regulations. 21 C.F.R. § 101.13(b) (“A claim that expressly or implicitly
16 characterizes the level of a nutrient of the type required to be in nutrition labeling
17 under § 101.9 or under § 101.36 (that is, a nutrient content claim) may not be made
18 on the label or in labeling of foods unless the claim is made in accordance with this
19 regulation and with the applicable regulations in subpart D...”).
20

21 39. Within Subpart D, section 101.60(c)(1) specifically governs the use of
22 the “sugar free” and “zero sugar” nutrient content claims at issue in this case. That
23 regulation provides that terms such as “sugar free,” “free of sugar,” “no sugar,” “zero
24 sugar,” “without sugar,” “sugarless,” and “trivial source of sugar” may not be used
25 on the label or in labeling of a food unless, among other requirements:
26
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28

1 (i) The food contains less than 0.5 g of sugars, as defined in
2 §101.9(c)(6)(ii), per reference amount customarily consumed and
3 per labeled serving...; and
4

5 (ii) The food contains no ingredient that is a sugar or that is
6 generally understood by consumers to contain sugars unless the
7 listing of the ingredient in the ingredient statement is followed by
8 an asterisk that refers to the statement below the list of ingredients,
9 which states “adds a trivial amount of sugar,” “adds a negligible
10 amount of sugar,” or “adds a dietarily insignificant amount of
11 sugar.”
12
13

14 40. 21 C.F.R. § 101.60(c)(1)(i)–(ii). These quoted requirements are
15 conjunctive; each must be satisfied.
16

17 41. The Products do not comply with these regulations. To determine the
18 amount of sugar in a food, section 101.60(c)(1)(i) cross-references 21 C.F.R. §
19 101.9(c)(6)(ii), which provides that “[t]otal sugars shall be defined as the sum of all
20 free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose).”
21 Allulose, as a monosaccharide epimer of fructose, falls squarely within that
22 definition. The allulose in the Products must, therefore, be included when calculating
23 the amount of sugars for purposes of the 0.5-gram threshold in section
24 101.60(c)(1)(i).
25
26
27

28 42. By Defendant’s own admission on the Products’ labels, allulose is an

1 ingredient in the Products. Each serving of the Ashwagandha+ and Apple Cider
2 Vinegar Products declares 4 grams of Total Carbohydrate, 2 grams of Dietary Fiber,
3 and 0 grams of Total Sugar and Added Sugar. Each serving of the
4 Pre+Post+Probiotics Product declares 5 grams of Total Carbohydrate, 4 grams of
5 Dietary Fiber, and 0 grams of Total Sugar and Added Sugar. None of the Supplement
6 Facts panels contains a sugar-alcohol line, and the Pre+Post+Probiotics Product's
7 label separately states "No Sugar Alcohols." Total Carbohydrate is calculated by
8 subtraction and expressed to the nearest gram. 21 C.F.R. § 101.9(c)(6). After
9 subtracting the declared Dietary Fiber and declared sugars, approximately 2 grams
10 of carbohydrate per serving of the Ashwagandha+ and Apple Cider Vinegar
11 Products, and approximately 1 gram per serving of the Pre+Post+Probiotics Product,
12 remain as nonfiber carbohydrate not separately identified on the panels.

17 43. No other ingredient can supply those carbohydrates. The dietary
18 ingredients declared in the Ashwagandha+ Product total approximately 310
19 milligrams, and those in the Pre+Post+Probiotics Product total 80 milligrams. The
20 Apple Cider Vinegar Product declares approximately 1,008 milligrams of dietary
21 ingredients, which cannot supply 2 grams of carbohydrate even if composed entirely
22 of carbohydrate. Water contributes none. Stevia extract is a high-intensity sweetener
23 used in minute quantities. Pectin, natural flavors, citric acid, sodium citrate, and
24 malic acid all follow allulose in the Other Ingredients statements and are used at
25 milligram levels. The fruit and vegetable juice is identified on the label as a coloring
26
27
28

1 agent and, in the Apple Cider Vinegar and Pre+Post+Probiotics Products, is listed
2 ahead of only stevia extract and the trace color powders. Juice solids consist
3 predominantly of free mono- and disaccharides, which are sugars within the meaning
4 of 21 C.F.R. § 101.9(c)(6)(ii). Because each Product declares 0 grams of Total Sugar,
5 the juice cannot be contributing carbohydrate on a gram scale without rendering that
6 declaration understated on an additional ground.
7

9 44. Federal law generally requires ingredients to be listed in descending
10 order of predominance by weight. 21 C.F.R. § 101.4(a)(1). The Ashwagandha+ and
11 Pre+Post+Probiotics Products list allulose second under “Other Ingredients,”
12 immediately after soluble tapioca fiber and before water and pectin.
13

14 45. The Ashwagandha+ and Pre+Post+Probiotics Products’ ingredient lists
15 do not identify allulose as a sugar. Neither label places an asterisk after allulose
16 referring to a statement below the ingredient list that states “adds a trivial amount of
17 sugar,” “adds a negligible amount of sugar,” or “adds a dietarily insignificant amount
18 of sugar,” as described in 21 C.F.R. § 101.60(c)(1)(ii).
19

20 46. The average consumer who noticed allulose on the ingredient list would
21 be led to believe it was not a sugar, based on Defendant’s repeated Zero Sugar
22 Representation.
23

24 **Defendant’s Conduct Violates California’s Food Labeling Laws**

25 47. Defendant’s marketing, advertising, distribution, and sale of the Products
26 violate the misbranding provisions of California’s Sherman Food, Drug, and
27
28

1 Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the “Sherman Law”),
2 which adopts federal food-labeling regulations as California regulations. Cal. Health
3 & Safety Code § 110100(a); *see also id.* § 110670.
4

5 48. Defendant’s marketing, advertising, distribution, and sale of the Products
6 violate the Sherman Law’s misbranding provisions, including:
7

8 (a) Section 110660 (a food is misbranded if its labeling is false or misleading
9 in any particular);

10 (b) Section 110670 (a food is misbranded if its labeling does not conform with
11 the requirements for nutrient content or health claims set forth in 21 U.S.C. §
12 343(r));
13

14 (c) Section 110760 (making it unlawful for any person to manufacture, sell,
15 deliver, hold, or offer for sale any food that is misbranded);
16

17 (d) Section 110765 (making it unlawful for any person to misbrand any food);
18 and
19

20 (e) Section 110770 (making it unlawful for any person to receive in commerce
21 any food that is misbranded or to deliver or proffer for delivery any such food).
22

23 49. Defendant’s marketing, advertising, distribution, and sale of the Products
24 also violate the Sherman Law’s false-advertising provisions, including:

25 50. (a) Section 109885, which defines “advertisement” to include
26 representations on products and their packages, and Section 110390, which prohibits
27 dissemination of food advertisements that are false or misleading in any particular;
28

1 (b) Section 110395 (making it unlawful to manufacture, sell, deliver, hold, or offer
2 to sell any falsely or misleadingly advertised food); (c) Sections 110398 and 110400
3 (making it unlawful to advertise misbranded food or to deliver or proffer for delivery
4 any food that has been falsely or misleadingly advertised).

5
6 51. Because the Products bear “ZERO SUGAR” nutrient-content claims
7 despite containing, on information and belief, approximately 2 grams of allulose per
8 labeled serving for the Apple Cider Vinegar and Ashwagandha+ Products and
9 approximately 1 gram per labeled serving for the Pre+Post+Probiotics Product—
10 amounts exceeding the 0.5-gram threshold in 21 C.F.R. § 101.60(c)(1)(i)—Plaintiff
11 alleges that the Products are misbranded under California law and that Defendant’s
12 advertising, distribution, and sale of the Products are unlawful.
13
14
15

16 **Reasonable Consumers Would Be Misled By Defendant’s Deception.**

17 52. Reasonable consumers have no reason to look at the back label of the
18 Products when presented with the conspicuous representation (on the front of the
19 package and on marketing materials) that the Products contain “ZERO SUGAR.”
20 Consumers are not expected to look beyond misleading representations on the front
21 of the package to discover that those representations are false.
22
23

24 53. Defendant’s deception is especially misleading because a consumer who
25 reviews the Supplement Facts panel would encounter a 0g Total Sugar disclosure,
26 even though, on information and belief, the Apple Cider Vinegar and Ashwagandha+
27 Products contain approximately 2 grams of allulose per labeled serving and the
28

1 Pre+Post+Probiotics Product contains approximately 1 gram per labeled serving—
2 four times and twice, respectively, the 0.5-gram threshold for a “sugar free” claim.

3
4 54. Consumers are not required to conduct independent scientific testing or
5 research into the chemical classification of listed ingredients to verify express label
6 claims. Reasonable consumers do not possess specialized knowledge of
7 carbohydrate chemistry. Defendant is responsible for ensuring that its express
8 labeling and marketing claims are truthful and not misleading.
9

10 **Defendant Knew the Representations Were False**

11
12 55. Defendant knew, or should have known, that the Representations were
13 false, misleading, deceptive, and unlawful when they marketed, advertised, labeled,
14 distributed, and sold the Products. Specifically, Defendant knew that: (a) the
15 Products contain allulose; (b) allulose is a sugar; (c) its labels represented that the
16 Products contained no sugar; (d) reasonable consumers would rely on those labels
17 when purchasing; (e) consumers would not receive the represented benefit of the
18 bargain; and (f) the Representations enabled Defendant to charge a premium for
19 Products containing sugar.
20
21

22 56. Defendant, as the marketer and distributor of the Products, controlled, or
23 participated in, making the Representations on the Products’ labels and
24 advertisements. Defendant could have stopped using the Representations or ensured
25 that they were true. Despite its knowledge that consumers reasonably rely on the
26 Representations, Defendant chose to continue using them, thereby causing
27
28

1 consumers to buy or overpay for the Products.

2 **Defendant's Zero Sugar Claims Injured Plaintiff and the Class**

3
4 57. Defendant concealed or failed to disclose material facts about the
5 Products, including: (a) the true nature of the Products' ingredients; (b) the fact that
6 a predominant ingredient is a sugar; (c) the fact that each serving contains or has
7 contained a significant amount of allulose,— between two and four times the 0.5-
8 gram cutoff, depending on the formulation; (d) the fact that the Products are not sugar
9 free; and (e) the fact that the Products are misbranded under federal and California
10 law when sold bearing the Representations.
11
12

13 58. As an immediate, direct, and proximate result of Defendant's false,
14 misleading, and deceptive representations and omissions, Defendant injured Plaintiff
15 and the Class Members in that they: (a) paid money for products that were not as
16 represented; (b) paid a premium price for products that were not as represented; (c)
17 were deprived of the benefit of the bargain because the Products they purchased
18 differed from what Defendant warranted; (d) purchased Products worth less than
19 represented; (e) did not receive products that met the expectations Defendant created;
20 (f) purchased Products that Plaintiff and members of the Classes did not expect or
21 consent to receive; (g) purchased Products containing sugar despite intending to buy
22 only products represented to contain none; and (h) with respect to Plaintiff Bruno
23 and members of the California Subclass (as defined below), purchased misbranded
24 Products that could not lawfully have been sold in California.
25
26
27
28

1 59. Accordingly, Plaintiff and the Class Members suffered injury in fact and
2 lost money or property because of Defendant's wrongful conduct.

3
4 **Plaintiff Lacks an Adequate Remedy at Law**

5 60. Plaintiff lacks an adequate remedy at law for the future harm described
6 above. Damages cannot remedy Plaintiff's inability to rely on Defendant's
7 Representations when deciding whether to purchase the Products in the future. Only
8 injunctive relief requiring Defendant to cease or correct the misleading
9 Representations can address that prospective harm.

10
11 61. Equitable relief is also necessary because legal remedies may prove
12 inadequate to provide complete relief, including restitution measured by the
13 difference between the prices Plaintiff and Class Members paid and the value of the
14 Products as received, and disgorgement of revenues Defendant unfairly obtained,
15 which are equitable remedies not necessarily coextensive with damages.

16
17 62. Equitable relief is additionally appropriate because the statutes of
18 limitations for the asserted causes of action vary. The UCL and FAL carry four-year
19 limitations periods, which may reach purchases not fully remediable under other
20 causes of action.

21
22 63. The scope of actionable misconduct under the FAL and UCL is also
23 broader than under the other causes of action asserted herein. The FAL and UCL
24 prohibit Defendant's fraudulent marketing scheme. Plaintiff's warranty and
25 common-law claims are more limited, focusing on duties arising from Defendant's
26
27
28

1 Representations at the point of purchase. The UCL may also borrow statutory
 2 prohibitions that do not themselves create a private cause of action.

3 CLASS ACTION ALLEGATIONS

4
 5 64. Plaintiff brings this action pursuant to the provisions of Rules 23(a), (b)(2),
 6 and (b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and the
 7 following proposed classes (collectively, the “Class,” “Class Members” or
 8 “Members of the Class”):
 9

10
 11 **Nationwide Class:** All persons in the United States who, during
 12 the maximum period of time permitted by law, purchased
 Defendant’s Products for their personal use.

13 **Multi-State Consumer Protection Class:** All persons who,
 14 during the maximum period permitted by law, purchased one or
 15 more of the Products for personal use in a state with a consumer-
 16 protection statute materially similar to the statutes identified
 herein (“Multi-State Class”).

17 **Illinois Subclass:** All persons in Illinois who, during the
 18 maximum period of time permitted by law, purchased
 Defendant’s Products for their personal use (“Illinois Class”).

19 **California Subclass:** All persons in California who, during the
 20 maximum period of time permitted by law, purchased
 21 Defendant’s Products for their personal use (“California Class”).

22 65. Excluded from the Class are the following individuals and/or entities:
 23 Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors,
 24 and any entity in which Defendant has a controlling interest; all individuals who
 25 make a timely election to be excluded from this proceeding using the correct protocol
 26 for opting out; any and all federal, state or local governments, including but not
 27
 28

1 limited to its departments, agencies, divisions, bureaus, boards, sections, groups,
2 counsels and/or subdivisions; and all judges assigned to hear any aspect of this
3 litigation, as well as their immediate family members.
4

5 66. Plaintiff reserves the right to amend the above definitions or to propose
6 subclasses in subsequent pleadings and motions for class certification.
7

8 67. This action has been brought and may properly be maintained as a class
9 action under Federal Rule of Civil Procedure 23 because there is a well-defined
10 community of interest in the litigation, and membership in the proposed classes is
11 easily ascertainable.
12

13 68. Numerosity: A class action is the only available method for the fair and
14 efficient adjudication of this controversy, as the members of the Class are so
15 numerous that joinder of all members is impractical, if not impossible. Members of
16 the Classes may be notified of the pendency of this action by mail and/or publication
17 through the distribution records of Defendant and third-party retailers and vendors.
18

19 69. Commonality: Plaintiff and the Class Members share a community of
20 interests in that there are numerous common questions and issues of fact and law
21 which predominate over any questions and issues solely affecting individual
22 members, including, but not necessarily limited to:
23

- 24
- 25 a. Whether allulose is a sugar;
 - 26 b. Whether the Products contained “ZERO SUGAR”;
 - 27 c. Whether reasonable consumers would understand Defendant’s
- 28

1 representations and warranties concerning the Products to be
2 untrue and misleading;

3
4 d. Whether Defendant's representations and warranties were
5 material;

6
7 e. Whether the Products are misbranded under federal law and, with
8 respect to the California Class, California law;

9
10 f. Whether Defendant was unjustly enriched as a result of the
11 unlawful conduct alleged in this Complaint;

12
13 g. Whether Plaintiff and the members of the Classes have suffered
14 damages as a result of Defendant's actions and the amount of
15 those damages;

16
17 h. Whether Plaintiff and the members of the Classes are entitled to
18 statutory damages; and

19
20 i. Whether Plaintiff and the members of the Classes are entitled to
21 attorneys' fees and costs.

22 70. Typicality: Plaintiff's claims are typical of the claims of the Class.
23 Plaintiff and all members of the Class sustained damages arising out of and caused
24 by Defendant's common course of conduct in violation of law, as alleged herein.

25 71. Adequacy of Representation: Plaintiff in this class action is an adequate
26 representative of the Class in that the Plaintiff has the same interest in the litigation
27 of this case as the Class Members, is committed to the vigorous prosecution of this
28

1 case, and has retained competent counsel who are experienced in conducting
2 litigation of this nature.

3
4 72. Plaintiff is not subject to any individual defenses unique from those
5 conceivably applicable to other Class Members or the class in its entirety. Plaintiff
6 anticipates no management difficulties in this litigation.

7
8 73. Superiority of Class Action: Since the damages suffered by individual
9 Class Members, while not inconsequential, may be relatively small, the expense and
10 burden of individual litigation by each member make or may make it impractical for
11 members of the Class to seek redress individually for the wrongful conduct alleged
12 herein. Should separate actions be brought or be required to be brought, by each
13 individual member of the Class, the resulting multiplicity of lawsuits would cause
14 undue hardship and expense for the Court and the litigants.
15
16

17 74. The prosecution of separate actions would also create a risk of
18 inconsistent rulings, which might be dispositive of the interests of the Class Members
19 who are not parties to the adjudications and/or may substantially impede their ability
20 to protect their interests adequately.
21

22 75. This class action is also appropriate for certification because Defendant
23 has acted or refused to act on grounds generally applicable to Class Members, thereby
24 requiring the Court's imposition of uniform relief to ensure compatible standards of
25 conduct toward the Class Members and making final injunctive relief appropriate
26 with respect to the Class in its entirety.
27
28

76. Defendant's policies and practices challenged herein apply to and affect Class Members uniformly and Plaintiff's challenge of these policies and practices hinges on Defendant's conduct with respect to the Class in its entirety, not on facts or law applicable only to Plaintiff.

77. Unless a Class-wide injunction is issued, Defendant may continue to act unlawfully as set forth in this Complaint.

78. Further, Defendant has acted or refused to act on grounds generally applicable to the Class and, accordingly, final injunctive or corresponding declaratory relief with regard to the Class Members as a whole is appropriate under Federal Rule of Civil Procedure 23.

CLAIMS FOR RELIEF

COUNT I

Violation Of Consumer Protection Statutes (On behalf of Plaintiff and the Multistate Class)

79. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

80. Plaintiff brings this Count on behalf of himself and the Multi-State Class against Defendant.

81. The Consumer Fraud Acts of the States in the Multi-State Class prohibit unfair or deceptive business practices in trade or commerce. The specific laws at issue are:

a. Illinois (815 ILCS 505/1, et seq.);

- b. Massachusetts (Mass. Gen. Laws Ch. 93A, et seq.);
- c. Michigan (Mich. Comp. Laws § 445.901, et seq.);
- d. Minnesota (Minn. Stat. § 325F.67, et seq.);
- e. Missouri (Mo. Rev. Stat. § 407.010, et seq.);
- f. New Jersey (N.J. Stat. § 56:8-1, et seq.);
- g. New York (N.Y. Gen. Bus. Law §§ 349 and 350); and
- h. Washington (Wash. Rev. Code § 19.86.010, et seq.)

82. These statutes are materially similar and prohibit deceptive or unfair conduct in the course of business.

83. Defendant represents that the Products are “ZERO SUGAR,” even though each serving of the Apple Cider Vinegar and Ashwagandha+ Products contains approximately two (2) grams of allulose and each serving of the Pre+Post+Probiotics Product contains approximately one (1) gram of allulose. Plaintiff alleges that these representations are deceptive and materially misleading for the reasons set forth above.

84. Defendant’s uniform labeling and marketing representations were directed at consumers and were misleading in a material way because they misrepresented the nature and value of the Products.

85. Given Defendant’s position in the consumer products and dietary supplement industry and its reputation as an established national brand, Plaintiff and members of the Multi-State Class trusted and relied on Defendant’s representations

1 when purchasing the Products.

2 86. As a result of Defendant's deceptive acts and practices, Plaintiff and
3 members of the Multi-State Class suffered economic injury because they would not
4 have purchased the Products, or would have paid less for them, had they known that
5 the Products did not conform to the "ZERO SUGAR" representation.
6

7 87. Defendant's conduct, as alleged herein, demonstrated malice and/or
8 reckless disregard for the truth, warranting punitive damages to the extent permitted
9 by applicable law.
10

11 88. Plaintiff and members of the Multi-State Class suffered injury in fact and
12 lost money as a result of Defendant's conduct described herein.
13

14 89. Plaintiff, individually and on behalf of the Multi-State Class, seeks actual
15 damages, statutory damages, punitive damages, and reasonable attorneys' fees and
16 costs, to the extent available under the applicable statutes.
17

18 **COUNT II**
19 **Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act,**
20 **815 ILCS 505/1, et seq. ("ICFA")**
21 **(On behalf of Plaintiff and the Illinois Class)**

22 90. Plaintiff realleges and incorporates by reference all preceding paragraphs
23 as if fully set forth herein.

24 91. Plaintiff brings this cause of action on behalf of himself and the Illinois
25 Class members against Defendant.
26

27 92. Plaintiff and other Illinois Class members are persons within the context
28

1 of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815
2 ILCS 505/1(c).

3 93. Defendant is a person within the context of the ICFA, 815 ILCS 505/1(c).

4 94. At all times relevant hereto, Defendant was engaged in trade or
5 commerce as defined under the ICFA, 815 ILCS 505/1(f).

6 95. Plaintiff and the proposed Class are “consumers” who purchased the
7 Products for personal, family, or household use within the meaning of the ICFA, 815
8 ILCS 505/1(e).

9 96. The ICFA prohibits engaging in “unfair or deceptive acts or practices ...
10 in the conduct of any trade or commerce....” 815 ILCS 505/2.

11 97. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent
12 business acts or practices, including using deception, fraud, false pretenses, false
13 promises, false advertising, misrepresentation, or the concealment, suppression, or
14 omission of any material fact, or the use or employment of any practice described in
15 Section 2 of the Uniform Deceptive Trade Practices Act (“UDTPA”). 815 ILCS
16 505/2.

17 98. Defendant’s conduct as alleged constitutes unfair and deceptive acts and
18 practices violating the ICFA. Defendant engaged in deceptive marketing by
19 misrepresenting and omitting material facts regarding the sugar content of the
20 Products. The Representations were likely to mislead a reasonable consumer.

21 99. Plaintiff and the other Illinois Class members reasonably relied upon
22
23
24
25
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28

1 Defendant's Representations, labeling, and omissions alleged herein regarding the
2 Products' "ZERO SUGAR" claims.

3
4 100. Defendant's misconduct, as described herein, took place within the State
5 of Illinois and constitutes unfair or deceptive acts or practices in the course of trade
6 and commerce, violating 815 ILCS 505/1, et seq., by representing that the Products
7 have characteristics or benefits that they do not have. Defendant also did not intend
8 to sell the Products as advertised, in violation of 815 ILCS 505/2 and 815 ILCS
9 510/2(a)(9).
10

11
12 101. Defendant engaged in fraudulent and/or deceptive conduct, which
13 creates a likelihood of confusion or misunderstanding in violation of 815 ILCS 505/2
14 and 815 ILCS 510/2(a)(3).
15

16 102. Defendant's uniform marketing claims were deceptive and materially
17 misleading. Defendant named and labeled the Products in a way that would most
18 impact consumer choices and gain market share. Defendant knew that consumers
19 purchasing the Products would reasonably understand the "ZERO SUGAR"
20 representations to mean that the Products contained no sugar.
21

22 103. As a direct and proximate result of Defendant's violations of the ICFA,
23 as set forth above, Plaintiff and the Illinois Class members have suffered
24 ascertainable money losses caused by Defendant's "ZERO SUGAR"
25 Representations. Had they been aware of the true nature of the Products, Plaintiff
26 and Class Members would have paid less for the Products or would not have
27
28

1 purchased them.

2 104. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff
3 and the Illinois Class Members seek relief, including restitution, actual damages,
4 punitive damages, costs, and reasonable attorneys' fees, to the extent available under
5 815 ILCS 505/10a.
6

7
8 **COUNT III**

9 **Violation of California's Consumers Legal Remedies Act ("CLRA")**

10 **Cal. Civ. Code § 1750 et seq.**

11 **(On Behalf of Plaintiff and the California Class)**

12 105. Plaintiff realleges and reincorporates every allegation set forth in the
13 preceding paragraphs as though fully set forth herein.

14 106. Plaintiff brings this claim on behalf of himself and the California Class
15 against Defendant.
16

17 107. Civil Code § 1770(a)(5) prohibits "[r]epresenting that goods or services
18 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities
19 that they do not have or that a person has a sponsorship, approval, status, affiliation,
20 or connection that the person does not have."
21

22 108. Civil Code § 1770(a)(7) prohibits "[r]epresenting that goods or services
23 are of a particular standard, quality, or grade, or that goods are of a particular style
24 or model, if they are of another."
25

26 109. Civil Code § 1770(a)(9) prohibits "advertising goods or services with
27 intent not to sell them as advertised."
28

1 110. Defendant profited from sales of the falsely and deceptively advertised
2 Products by representing that the Products contain “ZERO SUGAR,” even though,
3 on information and belief, the Apple Cider Vinegar and Ashwagandha+ Products
4 contain approximately 2 grams of allulose per labeled serving and the
5 Pre+Post+Probiotics Product contains approximately 1 gram per labeled serving—
6 four times and twice, respectively, the 0.5-gram threshold.
7
8

9 111. Plaintiff seeks all available relief under the CLRA for all violations
10 complained of herein.
11

12 112. Accordingly, Plaintiff and the California Class seek restitution and an
13 order enjoining the acts and practices described above.
14

15 **COUNT IV**
16 **Violation of California’s Unfair Competition Law (“UCL”)**
17 **Cal. Bus. & Prof. Code § 17200 et seq.**
18 **(On Behalf of Plaintiff and the California Class)**

19 113. Plaintiff realleges and reincorporates every allegation set forth in the
20 preceding paragraphs as though fully set forth herein.

21 114. Plaintiff brings this claim individually and on behalf of the California
22 Class against Defendant.
23

24 115. Defendant violated California’s Unfair Competition Law (“UCL”), Cal.
25 Bus. & Prof. Code §§ 17200–17210, by engaging in unfair, fraudulent, and unlawful
26 business practices.
27

28 116. Plaintiff has standing to pursue this claim because he suffered an injury

1 in fact and lost money or property as a result of Defendant's conduct. Plaintiff
2 purchased the Product for personal use, relied on Defendant's representation that it
3 contained "ZERO SUGAR" and spent money that he otherwise would not have spent
4 had he known it contained significant amounts of allulose per serving.
5

6 117. The UCL defines unfair competition to "mean and include any unlawful,
7 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
8 misleading advertising and any act prohibited by Chapter 1 (commencing with
9 Section 17500) of Part 3 of Division 7 of the Business and Professions Code." Cal.
10 Bus. & Prof. Code § 17200. A business act or practice is "unlawful" if it violates any
11 established state or federal law. A practice is unfair if it (1) offends public policy;
12 (2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial
13 injury to consumers. The UCL allows "a person who has suffered injury in fact and
14 has lost money or property" to prosecute a civil action for violation of the UCL. Cal.
15 Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of
16 himself or others similarly situated who are affected by the unlawful or unfair
17 business practice or act.
18

19 118. Defendant's acts, as described above, constitute unlawful, unfair, and
20 fraudulent business practices pursuant to California Business & Professions Code §
21 17200 et seq.
22

23 119. Defendant violated the UCL's proscription against engaging in Unlawful
24 Business Practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500
25
26
27
28

1 et seq.; the CLRA, Cal. Civ. Code § 1770 et seq.; the Sherman Law, including,
2 without limitation, Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398,
3 110400, 110660, 110670, 110760, 110765, and 110770; and the federal food labeling
4 requirements adopted by the Sherman Law, including 21 U.S.C. § 343(a)(1) and
5 (r)(1)(A) and 21 C.F.R. §§ 101.13 and 101.60(c)(1).
6

7
8 120. Defendant has also violated the UCL's proscription against engaging in
9 Unfair Business Practices. Defendant's acts, omissions, misrepresentations,
10 practices, and nondisclosures as alleged herein also constitute unfair business acts
11 and practices within the meaning of Business & Professions Code § 17200 et seq.
12 Defendant's conduct is substantially injurious to consumers, offends public policy,
13 and is immoral, unethical, oppressive, and unscrupulous. The gravity of Defendant's
14 conduct outweighs any alleged benefits attributable to it. There is no utility in
15 representing that a product sweetened predominantly with sugar contains no sugar.
16 Furthermore, Defendant's false and misleading representations are detrimental to
17 competitors offering gummy dietary supplements that either do not make similar
18 claims or do not contradict those claims by sweetening their products with sugar.
19 Defendant's misrepresentations and omissions therefore harm consumers and the
20 market as a whole.
21

22 121. Plaintiff and the California Class members suffered substantial injury by
23 virtue of buying the Products that they would not have purchased absent Defendant's
24 unlawful, fraudulent, and unfair marketing, advertising, packaging, and omissions
25
26
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1 about the presence and amount of sugar in the Products. The gravity of the
2 consequences of Defendant's conduct as described above outweighs any
3 justification, motive, or reason therefore, particularly considering the available legal
4 alternatives in the marketplace. Such conduct is immoral, unethical, or unscrupulous;
5 it offends established public policy and is substantially injurious to Plaintiff and the
6 California Class members.
7

8
9 122. Plaintiff and the California Class members could not have reasonably
10 avoided their injury or known that the Products' prominent labeling and marketing
11 were inaccurate. Furthermore, consumers lack the specialized knowledge to
12 determine whether an ingredient such as allulose is a sugar. As such, they could not
13 have reasonably avoided the injury they suffered.
14

15
16 123. Pursuant to California Business and Professions Code § 17203, Plaintiff
17 and the California Class members seek restitution, attorneys' fees, and all other relief
18 that the Court deems proper.
19

20 **COUNT V**
21 **Violation of California's False Advertising Law ("FAL")**
22 **Cal. Bus. & Prof. Code § 17500**
23 **(On Behalf of Plaintiff and the California Class)**

24 124. Plaintiff realleges and reincorporates every allegation set forth in the
25 preceding paragraphs as though fully set forth herein.

26 125. Plaintiff brings this claim on behalf of himself and the California Class
27 against Defendant.
28

1 126. Defendant's acts and practices, as described herein, have deceived or are
2 likely to deceive members of the California Class and the public. Defendant
3 represents that the Products "ZERO SUGAR" even though depending on the variant,
4 they contain approximately 1 to 2 grams of allulose per serving—two to four times
5 the 0.5-gram cutoff.
6

7
8 127. Defendant has disseminated uniform advertising regarding the Products
9 throughout California and the United States. The advertising was unfair, deceptive,
10 untrue, or misleading within the meaning of Cal. Bus. & Prof. Code § 17500 and was
11 intended and likely to deceive consumers. Defendant's above-described advertising
12 is likely to deceive because Defendant affirmatively represents that the Products
13 contain "ZERO SUGAR."
14

15
16 128. In making and disseminating these statements, Defendant knew, or
17 should have known, that its advertising was untrue or misleading. Plaintiff and the
18 California Class based their purchasing decisions on Defendant's materially false
19 Representations and were injured in fact and lost money or property as a result.
20

21 129. Defendant's misrepresentations concerning the material facts described
22 above constitute false and misleading advertising and therefore violate Cal. Bus. &
23 Prof. Code § 17500 *et seq.*
24

25 130. Plaintiff and the California Class members seek restitution, attorneys'
26 fees, and all other relief that the Court deems proper.
27
28

COUNT VI
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class, or alternatively, the
California Class)

131. Plaintiff hereby incorporates the foregoing paragraphs as if fully set forth herein.

132. Plaintiff brings this claim individually and on behalf of the Nationwide Class, or alternatively, the California Subclass against Defendant.

133. To the extent required, Plaintiff asserts this cause of action in the alternative to their legal claims, as permitted by Federal Rule of Civil Procedure 8.

134. Plaintiff and the Class Members conferred a benefit on Defendant in the form of revenues Defendant derived from their purchases of the Products.

135. Defendant knew of the benefit Plaintiff and the Class Members conferred on it.

136. Defendant has been unjustly enriched by retaining revenues from Plaintiff's and Class Members' purchases. That retention is unjust because Defendant misrepresented that the Products were "0g of Sugar", causing purchases that otherwise would not have occurred or would have occurred only at lower prices.

137. Defendant accepted and retained the benefit of revenues derived from sales of the Products to Plaintiff and Class Members.

138. Defendant has thereby profited under circumstances that make it unjust for Defendant to retain the benefit.

1 139. Plaintiff and the Nationwide Class, or alternatively, the California
2 Subclass, are therefore entitled to restitution in the form of revenues derived from
3 Defendant's sale of the Products.
4

5 140. As a direct and proximate result of Defendant's actions, Plaintiff and the
6 Class Members have suffered damages in an amount to be proven at trial.
7

8 141. Plaintiff and the Class Members have suffered injury in fact and lost
9 money as a result of Defendant's conduct.
10

11 142. Plaintiff and the Nationwide Class, or alternatively, the California
12 Subclass lack an adequate remedy at law with respect to this claim and seek equitable
13 relief as allowed by law.
14

15 143. Legal remedies available to Plaintiff and the Nationwide Class, or
16 alternatively, the California Subclass are inadequate because they are not as prompt,
17 certain, or efficient as equitable relief. Damages are not as certain as restitution
18 because the standard that governs restitution is different from the standard that
19 governs damages. Hence, the Court may award restitution even if it determines that
20 Plaintiff has failed to adduce sufficient evidence to support an award of damages.
21 Damages and restitution are not the same amount. Unlike damages, restitution is not
22 limited to the amount of money a defendant wrongfully acquired plus the legal rate
23 of interest. Equitable relief, including restitution, entitles a plaintiff to recover all
24 profits from the wrongdoing, even where the original funds taken have grown far
25 greater than the legal rate of interest would recognize. Legal claims for damages are
26
27
28

1 not as certain as restitution because such claims require different elements. In short,
2 significant differences in proof and certainty establish that any potential legal claim
3 cannot serve as an adequate remedy at law.
4

5 144. Equitable relief is appropriate because Plaintiff may lack an adequate
6 remedy at law if, for instance, damages resulting from their respective purchases of
7 the Products are determined to be less than the price premiums they paid. Without
8 compensation for the full price premiums, Plaintiff and the Class Members would be
9 left without the parity in purchasing power to which they are entitled.
10

11 **PRAYER FOR RELIEF**

12
13 **WHEREFORE**, Plaintiff, on behalf of himself and each member of the
14 proposed Class, respectfully requests that the Court enter judgment in their favor and
15 for the following specific relief against Defendant as follows:
16

17 1. That the Court declare, adjudge, and decree that this action is a proper
18 class action and certify the proposed class under Federal Rule of Civil Procedure
19 Rule 23, including the appointment of Plaintiff's counsel as Class Counsel;
20

21 2. For an order declaring that Defendant's conduct violates each of the
22 statutes referenced herein;
23

24 3. For an order finding in favor of Plaintiff and the Classes on all counts
25 asserted herein;
26

27 4. For compensatory, statutory, and punitive damages in amounts to be
28 determined by the Court and/or jury, consistent with applicable law and only under

1 causes of action that permit such relief;

2 5. For prejudgment interest on all amounts awarded;

3 6. For an order of restitution and all other forms of equitable monetary
4 relief;

5 7. For injunctive relief as pleaded or as the Court may deem proper,
6 including an order requiring Defendant to cease labeling, marketing, and selling the
7 Products with the Representations and to make affirmative disclosures sufficient to
8 dispel the public misperception created by Defendant's conduct; and
9

10 8. For an order awarding Plaintiff's and the Classes' reasonable attorneys'
11 fees, expenses, and costs of suit.
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13
14 **JURY DEMAND**

15 Plaintiff, individually and on behalf of the Class, hereby demands a trial by
16 jury for all issues triable by jury.
17

18 Dated: September 24, 2026

Respectfully submitted,

19 By: /s/ Daniel Srourian

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**Pro Hac Vice admission forthcoming*

Attorneys for Plaintiff and the Class

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