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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

CYNTHIA KEELING on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WK KELLOGG CO,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Cynthia Keeling (“Plaintiff”), individually and on behalf of all others similarly
2 situated, based on personal knowledge as to her own experiences and on investigation of counsel
3 as to all other matters, alleges the following against Defendant WK Kellogg, Co (“Kellogg” or
4 “Defendant”):

5 **NATURE OF THE ACTION**

6 1. Plaintiff brings this class action on behalf of herself and all other similarly situated
7 consumers who purchased Kellogg products marketed as containing zero added sugar, including
8 but not limited to Kellogg’s Special K Plus High Protein Zero Added Sugar Cereal, Strawberry
9 Crème (the “Strawberry Crème Product”), or Kellogg’s Special K Zero Cinnamon Breakfast Cereal
10 (the “Cinnamon Product”), (the “Product(s)”).

11 2. Defendant markets and advertises the Products as containing “ZERO ADDED
12 SUGAR” or “0g ADDED SUGAR.” The Defendant repeats these representations throughout the
13 Products’ packaging and marketing. These representations are false. Every serving of the Products
14 contains allulose syrup, which Defendant adds during the manufacturing process. Allulose is a
15 monosaccharide, qualifying it as a sugar under the applicable federal and California labeling
16 standards.

17 3. Defendant’s own labeling admits the Products contain allulose. For example, the
18 ingredients list on each of the Products identifies “allulose syrup,” even though the front of each
19 package represents that the Products contain “ZERO ADDED SUGAR” or “ZERO 0g ADDED
20 SUGAR” and the Nutritional Facts panels declare 0 grams of sugar. The front-of-package
21 representations are nutrient-content claims under 21 C.F.R. § 101.13(b) and (b)(1).

22 4. Kellogg makes and markets Kellogg’s Special K Plus High Protein Zero Added
23 Sugar cereal, Strawberry Crème, and Special K Zero Cinnamon Breakfast Cereal. Both Products
24 are marketed as keto-friendly, high-protein alternatives to sugary cereals.

25 5. The Products’ label repeatedly represents that the Products contain “ZERO ADDED
26 SUGAR” or “ZERO 0g ADDED SUGAR.” These representations are nutrient-content claims
27 under 21 C.F.R. § 101.13(b). Because “ZERO ADDED SUGAR” or “ZERO 0g ADDED SUGAR”
28 are synonyms for “no added sugar,” they may be used only if the Products satisfy every condition

1 of 21 C.F.R. § 101.60(c)(2) – the first of which is that no amount of sugars be added during
2 processing. Defendant nevertheless adds allulose. Defendant’s representations are both false and
3 misleading in every respect. Accordingly, Plaintiff brings claims against Defendant for violations
4 of: (1) California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; (2) California’s
5 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; (3) California’s False Advertising
6 Law, Cal. Bus. & Prof. Code § 17500 et seq.; (4) California’s express warranty law, Cal. Com.
7 Code § 2313; and (4) Unjust Enrichment.

8 **JURISDICTION AND VENUE**

9 6. This Court has subject-matter jurisdiction over this action pursuant to the Class
10 Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A), because the proposed Classes include more than
11 100 members, the aggregate claims of the proposed Classes exceed \$5,000,000, exclusive of
12 interest and costs, and at least one member of the proposed Classes is a citizen of a state different
13 from Defendant. This Court has supplemental jurisdiction over state law claims pursuant to 28
14 U.S.C. § 1367 because they form part of the same case or controversy as the claims within the
15 Court’s original jurisdiction.

16 7. The Court has personal jurisdiction over Defendant because Defendant markets,
17 sells, and distributes the Products throughout California, including in this District, and has sufficient
18 minimum contacts with California. Defendant’s contacts include, without limitation, sales of the
19 Products directly to consumers located in this District; advertising and marketing directed into this
20 District; and operation of an e-commerce website and third-party retail listings through which
21 consumers in this District have purchased the Products. Plaintiff’s claims arise out of and relate to
22 these contacts.

23 8. Venue is proper in this Court under 28 U.S.C. § 1391 because a substantial part of
24 the events that gave rise to Plaintiff’s claims occurred within this District, and Defendant does
25 business in this Judicial District. Plaintiff also resides in this District, purchased the Product in this
26 District, and sustained damage in this District. Assignment to the Fresno Division is appropriate
27 because the action arose in Madera County. E.D. Cal. L.R. 120(d). A declaration under Cal. Civ.
28

Code § 1780(d), establishing that this action has been commenced in a proper county, is provided below.

PARTIES

9. Plaintiff Cynthia Keeling is a citizen of California residing in Madera, California. Plaintiff purchased a box of Kellogg's Special K Plus Strawberry Crème High Protein Zero Added Sugar Cereal for personal use in and around Kerman, California, in early September 2026. Before purchasing, Plaintiff saw and relied on Defendant's prominent representation that the Product contained "ZERO ADDED SUGAR." Based upon that representation, Plaintiff reasonably believed that no sugar had been added to the Product, and Plaintiff had no reason to know that allulose was a sugar. The representation was part of the basis of Plaintiff's bargain, and Plaintiff would not have purchased the Product on the same terms, or at all, had she known it was untrue. Plaintiff paid a price premium because of the false representation and did not receive the benefit of the bargain because the Product contains 4 grams of allulose per serving.

10. Plaintiff remains interested in purchasing Kellogg products that truly contain no added sugar, but cannot know whether Defendant's labeling and marketing have been or will be corrected, and the Products' composition may change over time. If Defendant continues to make the challenged Representations, Plaintiff will be unable to make informed purchasing decisions and is likely to be misled again absent injunctive relief. Plaintiff is an average consumer without specialized knowledge of food chemistry, and neither Plaintiff nor reasonable consumers have the specialized knowledge needed to determine independently whether allulose is a sugar.

11. Defendant WK Kellogg Co, is a Delaware incorporation with its principal place of business in Battle Creek, Michigan. Defendant formulates, labels, markets, distributes, and/or sells the Products throughout California and the United States, including in this District. At all relevant times, Defendant controlled the formulation, labeling, and marketing of the Products, including the representations referenced herein.

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FACTUAL ALLEGATIONS

Consumers Seek Out and Pay Premium Prices for Products That Contain No Added Sugar

12. Consumer demand for products without sugar is well-documented and food producers have been capitalizing on that trend. In a 2025 national survey, three out of four Americans reported that they were trying to limit or avoid sugar.¹

13. That demand accords with public-health guidance from federal agencies (e.g., the Dietary Guidelines for Americans), the World Health Organization, and the American Heart Association, each of which recommends limiting added sugar intake.²

14. Food and beverage manufacturers are aware of this demand and of the premium consumers will pay to satisfy it. Products labeled “no added sugar,” “zero added sugar,” or “0g added sugar” command higher prices than comparable products that do not bear those claims, and manufacturers reserve the principal display panel for the claims they believe will most motivate a purchase.

15. Defendant has exploited that demand. It sells the Products containing allulose, an added monosaccharide sugar, while representing them as containing “zero added sugar,” thereby obtaining an unfair competitive advantage over competitors that accurately label comparable products.

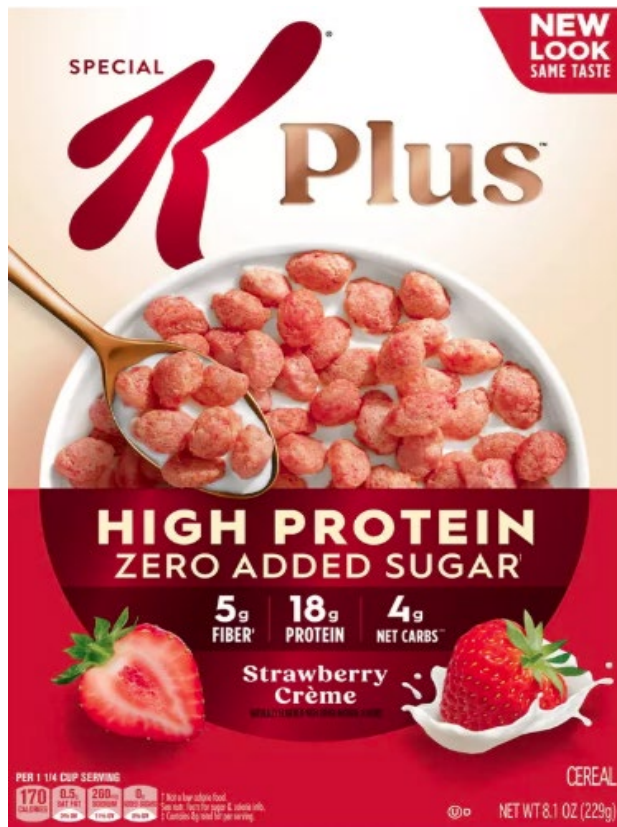
Defendant’s Zero Added Sugar Representations

16. Defendant prominently represents on the Products that they contain “ZERO ADDED SUGAR” (Strawberry Crème Product) or “ZERO” and “ZERO 0g ADDED SUGAR” (Cinnamon Product) (the “Zero Sugar Representations”), and repeats the Zero Sugar Representations on the Products’ side panels. Below is an illustrative sampling of the Products and the Representations:

¹ *Int’l Food Info. Council*, 2025 IFIC Food & Health Survey: A Focus on Sugars & Sweeteners 5, 9 (Dec. 2025) (reporting that in 2025, 75% of surveyed Americans were trying to limit or avoid sugar in their diet), <https://ific.org/wp-content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf>.

² U.S. Dep’t. of Health & Hum. Servs. & U.S. Dep’t. of Agric., *Dietary Guidelines for Americans*, 2025–2030 (Jan. 2026), <https://cdn.realfood.gov/DGA.pdf>; World Health Organization, *Guideline: Sugars Intake for Adults and Children* (2015), <https://www.who.int/publications/i/item/9789241549028>; American Heart Association, *Added Sugars*, <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars>.

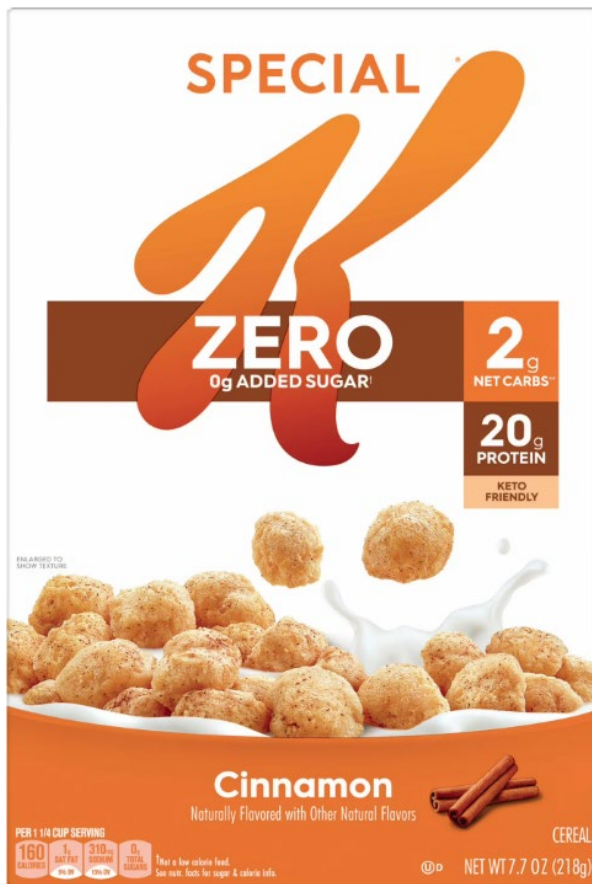
Special K Plus High Protein Zero Added Sugar Cereal, Strawberry Crème



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Special K Zero 0g Added Sugar Cinnamon Breakfast Cereal



CINNAMON

Nutrition Facts	
About 5 servings per container	
Serving size 1 1/4 Cup (39g)	
Amount per serving	
Calories 160	
	% Daily Value*
Total Fat 7g	9%
Saturated Fat 1g	5%
Trans Fat 0g	
Polyunsaturated Fat 2g	
Monounsaturated Fat 4g	
Cholesterol 0mg	0%
Sodium 310mg	13%
Total Carbohydrate 9g	3%
Dietary Fiber 4g	16%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 20g	32%
Vitamin D 0mcg 0% • Calcium 10mg 0%	
Iron 2.8mg 15% • Potassium 190mg 4%	
*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

Ingredients: Soy protein isolate*, pea protein isolate*, expeller pressed canola oil, allulose syrup, lentil protein*, modified food starch. Contains 2% or less of oat fiber, natural flavor, cinnamon, sucralose, monk fruit extract, salt, BHT for freshness.

CONTAINS SOY INGREDIENTS.

*ADDS A TRIVIAL AMOUNT OF SUGAR



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17. Defendant also disseminates the Zero Sugar Representations online. Defendant's Special K website promotes the Strawberry Crème Product as delivering "zero added sugar,"³ and retailer listings for the Cinnamon Product state that each serving has "0g added sugar."

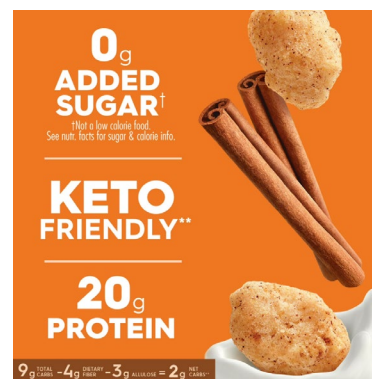
18. The Zero Sugar Representations communicate to reasonable consumers that the Products contain no added sugar. That is the plain and ordinary meaning of "ZERO ADDED SUGAR" and "ZERO 0g ADDED SUGAR." There is no qualifying language regarding the presence of sugar at all – the only qualifying text on the Products' front panels at all is a small-print note that each Product is "[n]ot a low calorie food" and directing consumers to the Nutrition Facts panel—saying nothing about whether sugar has been added, and the Nutrition Facts panel itself reports 0 grams of Added Sugars as to both Products.

19. The Zero Sugar Representations are absolute, objective, and quantitative claims concerning whether and how much sugar is in the Products. Those claims are demonstrably false: Defendant's own labels disclose that Strawberry Crème Product contains 4 grams of allulose, a sugar, per labeled serving, and Cinnamon Product contains 3 grams of allulose, a sugar, per labeled serving.

Strawberry Crème Product



Cinnamon Product



20. The Products' information panel(s) reinforce, rather than cure, the misleading impression created by the Representations: the Nutrition Facts panel declares 0 grams of Total Sugars and 0 grams of Added Sugars, and the ingredient list identifies "allulose syrup" without

³ Kellogg's *Special K Plus High Protein Zero Added Sugar Cereal*, Special K, <https://www.specialkus.com/en/products/special-k-cereal-strawberry> (last visited Sept. 28, 2026).

disclosing that it is a sugar.

21. The ingredient statements are telling in another respect. On each Product, Defendant places an asterisk next to several minor ingredients—soy protein isolate, pea protein isolate, and lentil protein on both Products, and natural flavors and beet juice on the Strawberry Crème Product—keyed to the statement “*ADDS A TRIVIAL AMOUNT OF SUGAR.” That statement mirrors the disclosure FDA prescribes for sugar-containing ingredients in foods that make “sugar free” or “no sugar” claims. 21 C.F.R. § 101.60(c)(1)(ii). Yet Defendant places no asterisk next to allulose syrup, the one ingredient that contributes 3 to 4 grams of sugar per serving. Defendant thus flagged trace sources of sugar while presenting its principal sweetening ingredient as though it contained none.

22. Plaintiff does not challenge, and her claims do not depend on, the contents of the Products’ Nutrition Facts panels per se. Instead, Plaintiff challenges the Representations that Defendant chose to place outside those panels, on the front and sides of the packages and in Defendant’s advertising. The Nutrition Facts panels are relevant only because they compound, rather than dispel, the deception.

Allulose Is A Sugar

23. Allulose is a sugar. Chemically, allulose is a monosaccharide.⁴ Allulose is accordingly “a rare sugar,” and “a monosaccharide that is low in calories and that maintains approximately 70% of sweetness relative to sugar.”⁵

24. Allulose is not merely a sugar as a matter of chemical classification, it is used as one, and functions as a sugar for food manufacturing purposes. Allulose has approximately “70% of the sweetness of sucrose, which means it is viewed as a potential alternative sweetener.”⁶

25. Because allulose is less sweet than table sugar, it is used in gram-scale quantities as

⁴ Han-Joo Maeng *et al.*, Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol, 8 *Foods* art. 448, at 1 (2019) (“D-allulose, a C-3 epimer of D-fructose, is a rare monosaccharide used as a food ingredient or a sweetener”), <https://doi.org/10.3390/foods8100448>.

⁵ Youngji Han *et al.*, Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial, 10 *Nutrients* art. 2010, at 1–2 (2018), <https://doi.org/10.3390/nu10122010>.

⁶ Maeng *et al.*, *supra* note 4, at 2.

1 a bulk sweetener. High-intensity sweeteners such as saccharin, aspartame, acesulfame potassium,
 2 neotame, sucralose, and advantame are approximately 200 to 20,000 times as sweet as sucrose.⁷
 3 By contrast, allulose has approximately 70% of sucrose's sweetness and, as the Products' own
 4 labels show, is used in large quantities as a bulk sweetener.⁸

5 26. Allulose also behaves like sugar in food. "It is convenient for the food industry to
 6 use D-allulose, as its chemical properties are similar to those of fructose in terms of solubility, water
 7 activity, and viscosity."⁹ It is used as "a partial replacement of added sugars."¹⁰ Allulose is "widely
 8 regarded as a promising substitute for sucrose"—that is, a substitute for table sugar, and one that is
 9 itself a sugar.¹¹

10 27. In the Products, allulose syrup is quantified as 4 grams of allulose per labeled
 11 serving for the Strawberry Crème Products and 3 grams per labeled serving for the Cinnamon
 12 Product. Those amounts constitute approximately 9.5% of each 42-gram Strawberry Crème serving
 13 and 7.7% of each 39-gram Cinnamon serving.

14 28. The FDA identifies allulose as a sugar. In its 2016 Nutrition Facts rulemaking, the
 15 FDA stated that allulose, "as a monosaccharide, must be included" in the Total Sugars declaration
 16 pending any future rulemaking that would otherwise exclude the substance.¹² No such rulemaking
 17 has excluded allulose from the definition of Total Sugars. 21 C.F.R. § 101.9(c)(6)(ii).

18 29. As the Seventh Circuit recently held, "there is no dispute that allulose is a
 19 monosaccharide...[and] because the definition includes every monosaccharide...allulose is a sugar

20 _____
 21 ⁷ U.S. Food & Drug Administration, Aspartame and Other Sweeteners in Food,
 22 <https://www.fda.gov/food/food-additives-petitions/aspartame-and-other-sweeteners-food> (last visited Sept.
 28, 2026).

23 ⁸ Mengting Tao, Wenli Zhang & Wanmeng Mu, D-Allulose: A New Generation of Potential Bulk
 24 Sweeteners in the Food Industry, 73 J. Agric. & Food Chem. 27,833, 27,833–35 (2025) (Viewpoint),
<https://doi.org/10.1021/acs.jafc.5c13620>.

25 ⁹ *Han et al.*, supra note 5, at 10.

26 ¹⁰ *Id.*

27 ¹¹ Wenli Zhang *et al.*, D-Allulose, a Versatile Rare Sugar: Recent Biotechnological Advances and
 Challenges, 63 Critical Revs. Food Sci. & Nutrition 5661, 5661 (2023) (published online Dec. 29, 2021),
<https://doi.org/10.1080/10408398.2021.2023091>.

28 ¹² Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,796
 (May 27, 2016).

under §101.9(c)(6(ii)).”¹³ The Seventh Circuit reached that determination at the FDA’s urging; in that appeal, the FDA, appearing as *amicus curiae*, took the position that total sugars as defined in that regulation include all monosaccharides, including allulose.¹⁴

The Products Violate FDA Nutrient-Content Regulations

30. Congress empowered the FDA to oversee and regulate food labeling through the Federal Food, Drug, and Cosmetic Act, as amended by the Nutrition Labeling and Education Act, 21 U.S.C. § 301 et seq. FDA’s food-labeling regulations appear at 21 C.F.R. part 101.

31. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information within the Nutrition Facts panel is not itself a nutrient-content claim, but the same information placed outside that panel is subject to the nutrient-content-claim regulations. 21 C.F.R. § 101.13(c). The Zero Sugar Representations appear outside that panel and directly state the level of added sugars in the Products. They are therefore expressed nutrient-content claims. *Id.* § 101.13(b)(1).

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

33. Section 101.60(c)(2) governs the terms “no added sugar,” “without added sugar,” and “no sugar added.” Section 101.13(b)(4) permits reasonable variations of the terms defined in part 101 “and their synonyms” only where those variations “are not misleading.”

34. Defendant’s Zero Sugar Representations are a synonym(s) for a defined term; it may be used only if the Products satisfy the definition of the term it mirrors. A synonym for “no added sugar” used on a food to which sugar has in fact been added is misleading, and § 101.13(b)(4) does not permit it.

¹³ *Franco v. Chobani, LLC*, 184 F.4th 599, 2026 U.S. App. LEXIS 22276 at *5 (7th Cir. 2026).

¹⁴ *Id.*

35. Section 101.60(c)(2) permits those terms only if each of the following conditions is met:

- (a) No amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging; and
- (b) The product does not contain an ingredient containing added sugars, such as jam, jelly, or concentrated fruit juice; and
- (c) The sugars content has not been increased above the amount present in the ingredients by some means, except where the intended functional effect of the process is not to increase the sugars content of a food, and a functionally insignificant increase in sugars results; and
- (d) The food that it resembles and for which it substitutes normally contains added sugars; and
- (e) The product bears a statement that the food is not “low calorie” or “calorie reduced”...and that directs consumers’ attention to the nutrition panel for further information on sugar and calorie content.

21 C.F.R. § 101.60(c)(2)(i)–(v).

36. These conditions are conjunctive. Each one must be satisfied.

37. The Products do not comply. Subsection (c)(2)(i) cross-references 21 C.F.R. § 101.9(c)(6)(ii), which provides that “[t]otal sugars shall be defined as the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose).” Allulose, a monosaccharide epimer of fructose, falls squarely within that definition. *Franco v. Chobani, LLC*, 184 F.4th 599, 604 (7th Cir. 2026) (“[B]ecause the definition includes every monosaccharide . . . allulose is a sugar under § 101.9(c)(6)(ii).”).

38. Defendant adds allulose to the Products in the form of allulose syrup during processing. By Defendant’s own disclosure on the Products’ labels, the added allulose amounts to 4 grams per labeled serving of each Strawberry Crème Product and 3 grams per labeled serving of the Cinnamon Product.

39. Subsection (c)(2)(i) contains no de minimis allowance, which prohibits the addition of *any* amount of sugars during processing or packaging. The Representations accordingly fail § 101.60(c)(2) and are unauthorized nutrient-content claims. 21 C.F.R. §§ 101.13(b), 101.60(c)(2).

1 40. The “0g ADDED SUGAR” statements are no more lawful when analyzed as
2 statements of the amount of a nutrient under 21 C.F.R. § 101.13(i). Under that provision, a label
3 may contain a statement about the amount of a nutrient only in three circumstances, none of which
4 is present here. A statement about the amount of a nutrient that implicitly characterizes its level is
5 permitted only if it is consistent with a regulatory definition (here, § 101.60(c)(2), which the
6 Products fail) or is accompanied by the adjacent disclaimer described in § 101.13(i)(2), which the
7 Products do not bear; and a statement that does not characterize the nutrient’s level is permitted
8 only if it is “not false or misleading in any respect.” 21 C.F.R. § 101.13(i)(1)–(3). A statement that
9 a food contains zero grams of added sugar, when 3 or 4 grams of allulose have been added to each
10 serving, is false.

11 41. The Representations are therefore impermissible whether they are analyzed as
12 synonyms for the claim defined at § 101.60(c)(2) or as statements of amount governed by §
13 101.13(i).

14 42. To the extent the Cinnamon Product’s dominant “ZERO” branding is understood as
15 a “zero sugar” claim, it independently violates 21 C.F.R. § 101.60(c)(1), which permits “zero sugar”
16 and similar terms only if the food contains less than 0.5 grams of sugars per serving. 21 C.F.R. §
17 101.60(c)(1)(i). The Cinnamon Product contains six times that amount.

18 43. Because the Products bear false, misleading, and impermissible nutrient-content
19 claims, they are misbranded under federal law. 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§
20 101.13, 101.60(c), 101.9(c)(6)(ii).

21 44. Plaintiff does not seek to enforce the FDCA directly, but seeks relief under
22 independently enforceable state consumer-protection and warranty laws, including Sherman Law
23 provisions that adopt food-labeling requirements identical to federal requirements. The federal
24 provisions identify the standards California has adopted and the conduct that renders the Products
25 misbranded under California law. Plaintiff’s claims also rest independently upon the fact that the
26 Zero Sugar Representations and the messaging on the packaging as a whole are false and misleading
27 to reasonable consumers.
28

Defendant's Conduct Violates California's Food-Labeling Laws

45. Defendant's marketing, advertising, distribution, and sale of the Products violate California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the "Sherman Law"), which adopts federal food-labeling regulations as California law, including its misbranding and false-advertising provisions:

- (a) Section 110660 (a food is misbranded if its labeling is false or misleading in any particular);
- (b) Section 110670 (a food is misbranded if its labeling does not conform with the requirements for nutrient content or health claims set forth in 21 U.S.C. § 343(r));
- (c) Section 110760 (making it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded);
- (d) Section 110765 (making it unlawful for any person to misbrand any food); and
- (e) Section 110770 (making it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food).

46. Defendant's marketing, advertising, distribution, and sale of the Products also violate the Sherman Law's false-advertising provisions, including: (a) Section 109885, which defines "advertisement" to include representations on products and their packages, and Section 110390, which prohibits dissemination of food advertisements that are false or misleading in any particular; (b) Section 110395 (making it unlawful to manufacture, sell, deliver, hold, or offer to sell any falsely or misleadingly advertised food); (c) Sections 110398 and 110400 (making it unlawful to advertise misbranded food or to deliver or proffer for delivery any food that has been falsely or misleadingly advertised).

47. Because Defendant's Zero Sugar Representations are false, misleading, and unauthorized nutrient-content claims, the Products are misbranded and falsely advertised under the Sherman Law, and each sale of the Products in California violated the provisions identified above. The parallel federal standards are 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (b)(4), and (c), and 101.60(a)(1)–(3), (c)(2).

Reasonable Consumers Cannot Detect Defendant's Deception

48. Reasonable consumers have no reason to search the side or back panel when

1 presented with a conspicuous front-panel representation that the Products contain “zero added
2 sugar.” Consumers are not expected to look beyond a misleading front-of-package representation
3 to discover it is false. In any event, because the Zero Sugar Representations are unambiguous,
4 nothing on the back or side panels can cure them.

5 49. Defendant’s deception is especially misleading because a consumer who reviews
6 the Nutrition Facts panel would encounter a declaration of 0 grams of Total Sugars and 0 grams of
7 Added Sugars, even though the Products’ ingredient list identifies “allulose syrup” without
8 identifying allulose as a sugar. Notably, this happens despite identifying other ingredients as adding
9 a “trivial amount of sugar,” while its net-carbohydrate calculation explicitly subtracts allulose as if
10 it were *not* a sugar.

11 50. Consumers are not required to conduct independent scientific testing or research
12 into the chemical classification of listed ingredients to verify express label claims. Reasonable
13 consumers do not possess specialized knowledge of carbohydrate chemistry, and few would even
14 recognize allulose or allulose syrup as a sugar, particularly in a context where the presence of *any*
15 sugar is being expressly disclaimed. Reasonable consumers are entitled to rely upon Defendant to
16 accurately label its products, and Defendant is responsible for ensuring its labeling and marketing
17 claims are truthful and not misleading.

18 **Defendant Knew the Representations Were False**

19 51. Defendant knew, or should have known, that the Zero Sugar Representations were
20 false or misleading when it marketed, advertised, labeled, distributed, and sold the Products.
21 Specifically, Defendant knew that: (a) the Products contain allulose; (b) allulose is a free
22 monosaccharide and sugar; (c) its labels quantify 3 and 4 grams of allulose per serving; (d) its labels
23 nevertheless represent that the Products contain zero/no (added) sugar; (e) reasonable consumers
24 would rely on the Representations when purchasing; (f) consumers would not receive the
25 represented benefit of the bargain; and (g) the Representations enabled Defendant to charge a
26 premium for the Products.

27 52. Defendant, as the manufacturer, marketer and distributor of the Products, controlled,
28 or at least participated in, making the Zero Sugar Representation on the Products’ labels and in

advertisements. Defendant could have stopped using the Zero Sugar Representations, accurately qualified them, or reformulated the Products, but chose not to, thereby causing consumers to buy and overpay for the Products.

Defendant's Representations Injured Plaintiff and the Classes

53. As a direct and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and Class Members, who: (a) paid money for products that were not as represented; (b) paid a price premium for the Products; (c) were deprived of the benefit of their bargains; and (d) purchased misbranded Products that could not lawfully have been sold as labeled.

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

Plaintiff Lacks an Adequate Remedy at Law

55. Plaintiff lacks an adequate remedy at law for the future harm described above. Damages cannot remedy Plaintiff's inability to rely on Defendant's Zero Sugar Representations when deciding whether to purchase the Products in the future; only injunctive relief requiring Defendant to cease or correct the misleading Representations can address that prospective harm.

56. Equitable relief is also appropriate because Plaintiff's legal claims (e.g., breach of express warranty, statutory damages claims) require additional showings, such as proof that a statement constitutes a warranty forming the basis of the bargain, or satisfaction of statutory pre-suit notice requirements, that are not required for equitable claims such as unjust enrichment and unfair-competition claims.

CLASS ACTION ALLEGATIONS

57. Plaintiff brings this action on behalf of herself and all others similarly situated under Federal Rule of Civil Procedure 23(a), (b)(2), and/or (b)(3). The proposed classes are defined as follows (collectively, the "Classes"):

- (a) Nationwide Class: All persons in the United States who, during the maximum period of time permitted by law, purchased the Products for personal use.

(b) California Subclass: All Persons in California who, during the maximum period of time permitted by law, purchased the Products for personal use.

58. Excluded from the Classes are: (1) Defendant, its officers, and directors; (2) the judge and magistrate judge assigned to this action and their staff and immediate families; and (3) Plaintiff's counsel and Defendant's counsel; and persons who purchased the Products for resale.

59. Plaintiff reserves the right to amend the class definitions and to add classes or subclasses as appropriate based on investigation, discovery, and the specific theories of liability.

60. **Numerosity:** The exact number of Class Members is unknown to Plaintiff and can be determined only through discovery, but upon information and belief they number at least in the thousands, and joinder is impracticable. Class Members may be identified through Defendant's and third-party retailers' distribution and sales records, and notified by mail, email, publication, and/or other appropriate means.

61. **Existence and Predominance of Common Questions of Law and Fact:** Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether allulose is a monosaccharide and sugar;
- (b) Whether the Products contain added allulose and fail the governing conditions for the Representations under 21 C.F.R. §§ 101.13 and 101.60(c);
- (c) Whether reasonable consumers would understand Defendant's Representations to be untrue or misleading;
- (d) Whether Defendant's Representations were material;
- (e) Whether the Products are misbranded under federal law and, with respect to the California Subclass, California law;
- (f) Whether Defendant was unjustly enriched;
- (g) Whether Plaintiff and Class Members suffered damages and, if so, the amount of those damages;
- (h) Whether Plaintiff and Class Members are entitled to injunctive relief, restitution, and/or statutory damages; and

1 (i) Whether Plaintiff and Class Members are entitled to attorneys' fees and costs.

2 62. Additional questions of law and fact common to the members of the Class include
3 whether Defendant violated California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ.
4 Code § 1750 et seq., California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500
5 et seq., California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq., the
6 Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code §§ 110660 and 110760, and
7 Cal. Com. Code § 2313.

8 63. **Typicality:** Plaintiff's claims are typical of those of other Class Members because
9 Plaintiff was exposed to Defendant's Representations, purchased a Product in reliance on them,
10 and suffered the same type of economic loss.

11 64. **Adequacy:** Plaintiff will fairly and adequately represent and protect the Classes'
12 interests. Plaintiff has no interests adverse to the Classes, is committed to vigorous prosecution,
13 and has retained skilled and experienced counsel.

14 65. Plaintiff is not subject to any individual defenses that are unique or different from
15 those applicable to other Members of the Class or the class in its entirety.

16 66. **Superiority:** A class action is superior to other available methods for the fair and
17 efficient adjudication of this controversy because the expense and burden of individual litigation
18 make it economically infeasible for Class Members to seek redress individually, and class wide
19 adjudication avoids the risk of inconsistent judgments while conserving judicial and party
20 resources.

21 67. The prosecution of separate actions would also create a risk of inconsistent rulings
22 that could be dispositive of the interests of Class Members who are not parties to those adjudications
23 and/or that could substantially impair their ability to protect their interests.

24 68. Certification under Rule 23(b)(2) is also appropriate because Defendant has acted
25 on grounds that apply generally to the Classes, by placing the same Representations on every
26 package of the Products, so that final injunctive and declaratory relief is appropriate with respect
27 to the Classes as a whole.

CAUSES OF ACTION

Count I

**Violation of California’s Consumers Legal Remedies Act (“CLRA”)
Cal. Civ. Code § 1750 et seq. (On Behalf of Plaintiff and the California Subclass)**

69. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs.

70. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

71. The Products are “goods,” Plaintiff and California Subclass members are “consumers,” Defendant is a “person,” and each purchase of the Products was a “transaction” within the meaning of Cal. Civ. Code § 1761.

72. California Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have.”

73. California Civil Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.”

74. California Civil Code § 1770(a)(9) prohibits “advertising goods or services with intent not to sell them as advertised.”

75. By making the Zero Sugar Representations, Defendant violated §§ 1770(a)(5), (a)(7), and (a)(9). Defendant represented that the Products have a characteristic and quantity (zero added sugar) that they do not have; represented that the Products meet a standard (“no added sugar” under federal and California law) that they do not meet; and advertised the Products with the intent not to sell them as advertised.

76. Defendant profited from sales of the falsely and deceptively advertised Products by making the Zero Sugar Representations, even though Defendant adds 3 and 4 grams of allulose per serving.

77. The Zero Sugar Representations were material, because a reasonable consumer would attach importance to them in deciding whether to purchase the Products. Plaintiff and California Subclass members relied on the Representations and were injured as a result: they purchased Products they would not otherwise have purchased, or paid more than they otherwise would have paid.

78. On September 30, 2026, counsel for Plaintiff mailed a pre-suit notice letter pursuant to and in compliance with Cal. Civ. Code § 1782 via certified mail, return receipt requested, to Defendant, providing notice of the alleged violations and demanding correction. Plaintiff currently seeks injunctive relief under the CLRA and reserves the right to amend to seek damages after expiration of the statutory notice period.

Count II
Violation of California’s Unfair Competition Law (“UCL”)
Cal. Bus. & Prof. Code § 17200 et seq.
(On Behalf of Plaintiff and the California Subclass)

79. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs.

80. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

81. Defendant violated California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200–17210, by engaging in unlawful, unfair, and fraudulent business practices.

82. The UCL defines unfair competition to “mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.” Cal. Bus. & Prof. Code § 17200. A business act or practice is unlawful if it violates any established state or federal law. A practice is unfair if it (1) offends public policy; (2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL allows a person who has suffered injury in fact and lost money or property to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204.

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

84. Defendant violated the UCL's prohibition on unlawful business practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500 et seq.; the CLRA, Cal. Civ. Code § 1750 et seq.; and the Sherman Law, including Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760, 110765, and 110770. Through the Sherman Law's adoption of federal food-labeling regulations, Defendant also violated the parallel standards in 21 U.S.C. § 343(a)(1), (r)(1)(A) and 21 C.F.R. §§ 101.13(b)(4), (c), (i)(1), (i)(3), and (o), 101.60(c)(2), and 101.9(c)(6)(ii)–(iii).

85. Defendant also violated the UCL's prohibition on unfair and/or fraudulent business practices: Defendant's acts, omissions, misrepresentations, and nondisclosures are substantially injurious to consumers, offend public policy, and are immoral, unethical, oppressive, and unscrupulous, and the gravity of Defendant's conduct outweighs any asserted benefit, particularly where lawful alternatives (removing, qualifying, or reformulating around the Representations) were available.

86. Plaintiff and California Subclass members suffered substantial injury by buying Products they would not have purchased absent Defendant's unlawful, fraudulent, and unfair labeling, advertising, packaging, and omissions concerning added allulose syrup.

87. The gravity of Defendant's conduct outweighs any justification, particularly considering lawful alternatives. Defendant could have removed the Zero Sugar Representations, accurately qualified them, or reformulated the Products. Its conduct offends established public policy and substantially injures Plaintiff and California Subclass members.

88. Plaintiff and California Subclass members could not reasonably have avoided their injury or known that the prominent labeling and marketing were inaccurate. Consumers lack specialized knowledge to identify allulose as a free monosaccharide and are not required to reconcile the front-panel promise with side-panel ingredient and net-carbohydrate information.

89. Under California Business and Plaintiff and Class Members seek restitution, injunctive relief, attorneys' fees, and all other relief the Court deems proper.

Count III
Violation of California's False Advertising Law
Cal. Bus. & Prof. Code § 17500 et seq.
(On Behalf of Plaintiff and the California Subclass)

90. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs.

91. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

92. Defendant's acts and practices have deceived, or are likely to deceive, California Subclass members and the public through its dissemination of the Zero Sugar Representations, which Defendant knew or should have known were untrue or misleading.

93. Defendant has disseminated uniform advertising regarding the Products throughout California and the United States. The advertising was unfair, deceptive, untrue, or misleading within the meaning of Cal. Bus. & Prof. Code § 17500 and was intended and likely to deceive consumers.

94. Section 17500 encompasses any statement about personal property that is disseminated "in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet." The Products' labels and packaging, Defendant's product pages, and the title, description, and package images on the Products' SpecialKus.com listing each constitute advertising within the meaning of § 17500.

95. In making and disseminating these statements, Defendant knew, or should have known, that its advertising was false or misleading. Plaintiff and California Subclass members relied on Defendant's materially false Representations in making their purchasing decisions, and as a result suffered injury in fact and lost money or property.

96. Plaintiff and California Subclass members seek restitution, injunctive relief, attorneys' fees, and all other relief the Court deems proper.

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Count IV
Breach of Express Warranty
(On Behalf of Plaintiff and the California Subclass)

97. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs.

98. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

99. Defendant's express warranties include the promises, affirmations of fact, and descriptions Defendant made on the Products' packaging and in its marketing regarding the Products' Zero Sugar Representations of "ZERO ADDED SUGAR" and "ZERO 0G ADDED SUGAR."

100. Defendant's express warranties formed part of the basis of the bargain when Plaintiff and Class Members purchased the Products.

101. Defendant is a merchant and seller of the Products within the meaning of Cal. Com. Code §§ 2104 and 2103(1)(d). Under Cal. Com. Code § 2313, any affirmation of fact or promise made by a seller which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise, and any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.

102. As set forth above, Defendant breached its express warranties by selling Products made with added allulose syrup in label-disclosed amounts of 4 grams and 3 grams per serving. The Products do not conform to Defendant's Zero Sugar Representations and warranties.

103. Privity is not required because Defendant made the warranties on the Products' labels, which were directed to and relied on by the ultimate purchasers.

104. As a direct and proximate result, Plaintiff and Class Members would not have purchased the Products, or would have paid less for them, had they known the Products' true nature. Plaintiff and Class Members are entitled to all relief allowed by law.

Count V
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

105. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs.

106. Plaintiff brings this claim on behalf of herself and the Nationwide Class against Defendant under California law, or, in the alternative, on behalf of the California Subclass.

107. To the extent required, Plaintiff brings this claim in the alternative to Plaintiff's legal claims, as permitted by Federal Rule of Civil Procedure 8(d).

108. Defendant's false and misleading Zero Sugar Representations caused Plaintiff and Class Members to pay a price premium for the Products, thereby conferring a direct and unjust benefit on Defendant at Plaintiff's and Class Members' expense.

109. 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 sugar free, causing purchases that otherwise would not have occurred or would have occurred only at lower prices

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

111. Under the circumstances, it would be inequitable for Defendant to retain the benefit conferred upon it, and Defendant's retention of that benefit violates fundamental principles of justice, equity, and good conscience. Plaintiff and Class Members seek disgorgement and restitution of Defendant's wrongful profits, revenue, and benefits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment against Defendant as follows:

- a. For an order certifying the Classes under Fed. R. Civ. P. 23, naming Plaintiff as representative of the Classes, and appointing Plaintiff's counsel as Class Counsel;
- b. For an order declaring that Defendant's conduct violates each of the statutes and common-law doctrines referenced herein;
- c. For an order finding in favor of Plaintiff and the Classes on all counts asserted

herein;

- d. For damages, restitution, and/or disgorgement available under the asserted causes of action, in an amount to be proven at trial;
- e. For pre- and post-judgment interest on all amounts awarded;
- f. For injunctive relief, including an order requiring Defendant to cease labeling, marketing, and selling the Products with the challenged Representations and to make affirmative disclosures sufficient to dispel the public misperception created by Defendant's conduct;
- g. For an order awarding Plaintiff's and the Classes' reasonable attorneys' fees, expenses, and costs of suit; and
- h. For such other and further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: September 30, 2026

By: /s/ Ian J. Barlow

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Attorneys for Plaintiff and the Putative Class
**Pro hac vice forthcoming*

DECLARATION OF IAN J. BARLOW

PURSUANT TO CALIFORNIA CIVIL CODE § 1780(d)

I, Ian J. Barlow, declare as follows:

1. I am an attorney at law, duly licensed to practice before all of the courts of the State of California and admitted to practice in the United States District Court for the Eastern District of California.

2. I have personal knowledge of the facts stated herein and if called upon to be a witness, I could competently testify thereto.

3. I submit this declaration in support of the Class Action Complaint, which is based in part on violations of the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, et seq.

4. The Class Action Complaint has been filed in the proper place for trial of this action.

5. Plaintiff Cynthia Keeling is a resident and citizen of Madera, California (Madera County), which is located within the Eastern District of California.

6. Defendant WK Kellogg Co (“Kellogg”) is incorporated in Delaware and has its headquarters in Battle Creek, Michigan. Kellogg is registered to do business and maintains a registered agent in California. Defendant conducts substantial business, including the acts and practices giving rise to this action, in this State, and throughout the United States through its sales and distribution subsidiaries.

7. Under California Civil Code § 1780(d), an action under the CLRA may be commenced in any county in which the transaction or a substantial portion thereof occurred, in the county in which the defendant is doing business, or in the county in which the plaintiff resides if the defendant is doing business there. Because Plaintiff resides in Madera County and Defendant actively conducts business in Madera County, venue is statutorily proper in the Eastern District of California pursuant to California Civil Code § 1780(d).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed on September 30, 2026, in Sacramento, California.

/s/ Ian J. Barlow

IAN J. BARLOW (State Bar No: 262213)

CIVIL COVER SHEET

Case 1:26-cv-08054-FJS Document 1-1 Filed 09/30/26 Page 1 of 1

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

CYNTHIA KEELING

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

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

Ian J. Barlow, Kershaw Talley Barlow PC, (916) 779-7000
401 Watt Ave., Ste 1, Sacramento, CA 95864

DEFENDANTS

WK KELLOGG CO

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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. § 1332(d)(2)

Brief description of cause:

Class action for consumer fraud, deceptive packaging, marketing and sales of Kellogg products that contain allulose.

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

Sep 30, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ IAN J. BARLOW

FOR OFFICE USE ONLY

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