

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

MARTYNA KIELBASA, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CHICAGO CANDY COMPANY, INC. DBA
HORMBLES CHORMBLES,

Defendant.

Case No. 1:26-cv-12206

CLASS ACTION COMPLAINT

Jury Trial Demanded

CLASS ACTION COMPLAINT

Plaintiff Martyna Kielbasa (“Plaintiff”), by her undersigned attorneys, individually and on behalf of all others similarly situated, upon personal knowledge as to herself and her own acts, and upon information and belief as to all other matters, brings this Class Action Complaint against Defendant Chicago Candy Company, Inc. DBA Hormbles Chormbles (“Defendant”) for violations of state statutes and common-law doctrines, seeking actual damages, statutory damages, restitution, injunctive relief, pre- and post-judgment interest, and reasonable attorneys’ fees and costs. Plaintiff alleges the following upon personal knowledge as to herself and her own actions, and upon information and belief, including the investigation of her counsel, as to all other matters.

NATURE OF THE ACTION

1. This class action challenges Defendant’s false and misleading marketing of its Hormbles Chormbles products (the “Products”), which Defendant markets as “Protein Candy” and sells in retail stores and online throughout Illinois and the United States, including at Vitamin Shoppe and on Defendant’s own website, hormbles.com.

2. Plaintiff and members of the proposed class purchased the Products because of Defendant's material representation, displayed prominently on the front of the Products' packaging and throughout their online marketing, that the Products contain "0g Sugar" (the "Representation").

3. Unbeknownst to reasonable consumers, however, despite the representation that the Products are free of sugar, the Products contain sugar in the form of allulose. Allulose is a monosaccharide and therefore a sugar under the applicable federal and Illinois labeling standards. Defendant deliberately adds allulose to the Products as a sweetening ingredient.

4. The presence of sugar in the Products is confirmed by Defendant's own labels: the ingredient lists for the Products disclose that allulose is a principal ingredient, listed second by weight, immediately after the Products' protein blend. Because allulose is a sugar, a product that contains allulose is not, and cannot truthfully be labeled as containing, "0g Sugar."

5. Defendant made the Representation to induce consumers, including Plaintiff, to purchase the Products. The Representation is categorically misleading and false: the Products are not free of sugar, and their labels say otherwise.

6. This is a classic occurrence of "healthwashing," where companies like Defendant seek to induce the sale of a consumer product by making it appear healthier than it is, leading consumers like Plaintiff to buy products that do not deliver the represented benefit. Defendant markets its "Protein Candy" products as "0g Sugar"; this representation commands a price premium that Plaintiff and class members would not have paid had they known the Products contain sugar in the form of allulose.

7. As a result of Defendant's conduct, Plaintiff and the class members were harmed by paying a price premium for the Products that they otherwise would not have paid, or would not have purchased the Products at all.

8. Accordingly, Plaintiff, on behalf of herself and all others similarly situated, brings this action seeking actual damages, statutory damages, restitution, injunctive relief, pre- and post-judgment interest, and reasonable costs and attorneys' fees under state statutes and common-law doctrines.

JURISDICTION AND VENUE

9. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because (1) the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs; (2) the action is a class action; (3) there are members of the Classes who are citizens of states different from Defendant; and (4) there are more than 100 Class members. None of the exceptions to jurisdiction set forth in 28 U.S.C. § 1332(d)(3)–(4) applies because, upon information and belief, fewer than one-third of the members of the proposed Classes in the aggregate are citizens of Illinois.

10. This Court has general personal jurisdiction over Defendant because Defendant's principal place of business is in Chicago, Illinois, within this District, and it is therefore at home in Illinois and subject to this Court's jurisdiction on all claims. In addition, the Court has specific personal jurisdiction because the claims asserted in this Complaint arise from Defendant's contacts with this District. At all times relevant to this matter, Defendant, individually or through its agents, subsidiaries, officers, and/or representatives, operated, conducted, engaged in, and carried on a business venture in Illinois, and/or marketed, advertised, distributed, and/or sold the Products, committed a statutory violation within Illinois related to the allegations made herein, and caused

injuries to Plaintiff and the putative class members that arose out of acts and omissions occurring in the State of Illinois during the relevant period.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, and the labeling, packaging, marketing, and advertising decisions that produced and disseminated the challenged Representation were made, reviewed, and approved there. Venue is also proper pursuant to 28 U.S.C. § 1391(b)(1) and (c)(2) because Defendant resides in this District, and thus is subject to this Court's personal jurisdiction.

PARTIES

12. Plaintiff Martyna Kielbasa is a citizen of the United States and the State of Illinois residing in Champaign, Illinois. On or about June 25, 2026, Plaintiff purchased a Hormbles Chormbles Peanut Butter Flavored Candy with Cocoa Crunchy Pieces & Salt Protein Candy Bar and Hormbles Chormbles Milk Chocolate Flavored Candy with Crunchy Pieces Protein Candy Bar for personal use from Vitamin Shoppe in Champaign, Illinois, for approximately \$3.99 each. Also, on or around July 24, 2026, Plaintiff purchased a Hormbles Chormbles Salted Fudge Flavored Candy with Crunchy Pieces & Salt Protein Candy Bar for personal use from Vitamin Shoppe in Champaign, Illinois, for approximately \$3.99.

13. Before purchasing the Products, Plaintiff saw and relied upon the prominent "0g Sugar" Representation on the packaging. Plaintiff understood that representation to mean that the Products contained no sugar, and the representation was part of the basis of her bargain. Had Plaintiff known that Defendant added allulose, a sugar, to the Products, she would not have purchased them or would have paid substantially less for them.

14. Plaintiff remains interested in purchasing protein and candy bars that truly contain no sugar. However, she cannot know with certainty whether the false labeling and marketing of the Products will be corrected, and the Products' composition may change over time. If Defendant continues to make the Representation, Plaintiff will be unable to make informed purchasing decisions and is likely to be misled again unless Defendant is required to ensure that the Products' marketing is accurate. Plaintiff is an average consumer who is not sophisticated in the chemistry, manufacturing, or formulation of food products, and neither Plaintiff nor reasonable consumers have the specialized knowledge needed to determine independently whether allulose is a sugar.

15. Defendant Chicago Candy Company, Inc. DBA Hormbles Chormbles is a Delaware corporation with its principal place of business in Chicago, Illinois. Defendant operates the Hormbles Chormbles brand which sells candy products, including the Products challenged in this Complaint. Defendant sells the Products throughout the United States.

16. Defendant formulated, manufactured or caused the manufacture of, labeled, marketed, distributed, and sold the Products. Defendant sells the Products throughout the United States, including in Illinois and this District, through retail stores such as Vitamin Shoppe and online through its own website, hormbles.com, and third-party platforms. Defendant authorized the false, misleading, and deceptive marketing, advertising, distribution, and sale of the "0g Sugar" Products to consumers nationwide, including in Illinois.

FACTUAL BACKGROUND

Consumers Pay a Premium for Products That Contain No Sugar

17. Consumer demand for products containing no added sugars has grown substantially in light of the variety of dangerous health conditions presented from the consumption of sugar,

with recent surveys reporting that a substantial majority of U.S. consumers are limiting or avoiding sugar in their diets.¹

18. Food manufacturers are acutely aware of this demand and of the premium consumers will pay to satisfy it. Products labeled “0g Sugar,” “zero sugar,” or “sugar free” 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.

19. Defendant has capitalized on that demand. It markets products sweetened with allulose, a sugar, while labeling and advertising them as “0g Sugar.” Defendant thereby obtained an unfair competitive advantage over competitors whose no-sugar claims are true, at the expense of unwitting consumers.

Defendant’s False and Misleading Representation

20. Defendant manufactures, markets, and sells its Hormbles Chormbles branded “0g Sugar” Products. The Products are sold at major retailers throughout Illinois and the United States, including Target, Vitamin Shoppe, and grocery stores, as well as online through Defendant’s own website hormbles.com and third-party marketplaces such as Amazon.com.

21. The full list of the Products at issue in this case is as follows: (1) Hormbles Chormbles Salted Fudge Candy Bar; (2) Hormbles Chormbles Milk Chocolate Candy Bar; (3) Hormbles Chormbles Peanut Butter Candy Bar; (4) Hormbles Chormbles Caramel Whipped Nougat Minis; (5) Hormbles Chormbles Salted Fudge Minis; (6) Hormbles Chormbles Peanut

¹ 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/wpcontent/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-sweetinsights-tool-for-navigating-sugar-reduction-trends-worldwide>.

Butter Minis; (7) Hormbles Chormbles Milk Chocolate Minis; (8) Peanut Butter Flavored Candy with Cocoa Crunchy Pieces & Salt; (9) Salted Fudge Flavored Candy with Crunchy Pieces & Salt; (10) Hormbles Chormbles Milk Chocolate Flavored Candy with Crunchy Pieces; and (11) all other Hormbles Chormbles products containing allulose and the “0g Sugar” Representation (collectively, the “Products”).

22. On the front label of the Products, Defendant prominently represents that the Products contain “0g Sugar.” Below are illustrative samplings of the Products and the Representation:



23. Defendant disseminates the Representation through the Products' packaging, its online product listing through retailers including Vitamin Shoppe, and its own website, hormbles.com, claiming that the Products "have 10 grams of protein, 0 grams of sugar and 140 Calories."² Defendant positions the Products as a guilt-free "Protein Candy" alternative to a conventional candy bar.

24. The same label that bears the "0g Sugar" Representation discloses, in the ingredient statement, that the Products contain allulose. For the Salted Fudge Flavored Candy with Crunchy Pieces & Salt and the Peanut Butter Flavored Candy with Cocoa Crunchy Pieces & Salt Products, allulose is the second ingredient listed by weight, immediately after the Products' protein blend. Allulose is therefore not present in a trace amount; Defendant deliberately adds it to the Products as a functional sweetener.

INGREDIENTS: PROTEIN BLEND (WHEY PROTEIN ISOLATE, MILK PROTEIN ISOLATE), ALLULOSE, CHOCOLATE, PALM OIL, SHEA KERNEL OIL, DUTCH PROCESS COCOA POWDER, MILKFAT COCOA BUTTER, SALT, NATURAL FLAVOR, SUNFLOWER LECITHIN, MONK FRUIT EXTRACT, STEVIOL GLYCOSIDES.

INGREDIENTS: PROTEIN BLEND (WHEY PROTEIN ISOLATE, MILK PROTEIN ISOLATE, WHEY PROTEIN CONCENTRATE), ALLULOSE, PALM KERNEL OIL, PALM OIL, PEANUT FLOUR, PEANUT OIL, SALT, TAPIOCA STARCH, NATURAL FLAVOR, SUNFLOWER LECITHIN, DUTCH PROCESS COCOA POWDER, MONK FRUIT EXTRACT, STEVIOL GLYCOSIDES.

25. The Representation communicates to reasonable consumers that the Products contain no sugar. That is the plain and ordinary meaning of "0g Sugar," and federal and Illinois law prescribe an objective standard governing when that term may be used.

² See, e.g., <https://www.vitaminshoppe.com/p/hormbles-chormbles-peanut-butter-12-bar-s/hcs-16420>; <https://www.vitaminshoppe.com/p/hormbles-chormbles-salted-fudge-12-bar-s/hcs-16419>; <https://hormbles.com/products/peanut-butter-protein-candy-bar-12-pack-copy?>.

26. “0g Sugar” is an absolute, objective, and quantitative claim concerning a measurable physical attribute of the Products. It is a term of the same meaning as “sugar free,” “no sugar,” and “zero sugar,” and federal law permits such a claim only when a product contains less than 0.5 grams of sugar per labeled serving and contains no ingredient that is a sugar, unless accompanied by a specific qualifying statement. The Products at issue satisfy neither condition because they contain allulose, a sugar, as a principal ingredient.

Allulose Is a Sugar

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

28. In *Franco v. Chobani, LLC*, 184 F.4th 599 (7th Cir. 2026), the Seventh Circuit held that allulose is a sugar under federal labeling regulations. The court held that 21 C.F.R. § 101.9(c)(6)(ii) unambiguously defines “Total Sugars” to include every free monosaccharide, that the parenthetical “(such as glucose, fructose, lactose, and sucrose)” is a non-exhaustive list of illustrative examples rather than a limitation on the definition, and that allulose—an undisputed monosaccharide—is therefore a sugar. The court further held that the FDA’s 2020 Allulose Guidance was not entitled to deference because the regulation is unambiguous and the guidance merely announced a change in the agency’s enforcement policy rather than interpreting the

³ *Food Labeling: Revision of the Nutrition and Supplement Facts Labels*, 81 Fed. Reg. 33,742, 33,795–96 (May 27, 2016).

regulation. Because the plaintiffs sought to enforce standards identical to the federal requirements, the court held that their state-law claims were not preempted.

29. The industry also recognizes that allulose is a sugar. One of the most predominant manufacturers of commercial-grade allulose has acknowledged that “[a]llulose is a monosaccharide, or simple sugar” and has stated in FDA filings that “[a]llulose is a monosaccharide and is classified as a sugar.”⁴

30. Allulose is not merely classified as a sugar; it is used as one. Defendant adds allulose to the Products as a sweetening ingredient, listing it second by weight, demonstrating that it is deliberately used as a functional sweetener rather than being present merely in a trace quantity.

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

⁴ *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 in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown sugar.”); 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.

⁵ *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>; Han Y, Choi BR, Kim SY, Kim SB, Kim YH, Kwon EY, & Choi M.S., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial*. *Nutrients*, 2018 Dec 19;10(12):2010, doi: 10.3390/nu10122010

The Products Violate the FDA Nutrient Content Regulations

32. Congress empowered the FDA to oversee and regulate food labeling by enacting the Federal Food, Drug, and Cosmetic Act, as amended by the Nutrition Labeling and Education Act, 21 U.S.C. § 301 et seq. The FDA promulgated the relevant food-labeling regulations in 21 C.F.R. part 101.

33. 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 appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c). By contrast, Defendant’s separate “0g Sugar” Representation expressly characterizes the level of sugar in the Products and is a nutrient-content claim governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(1).

34. Nutrient-content claims are strictly forbidden unless specifically allowed under FDA regulations. 21 C.F.R. § 101.13(b) (“A claim that expressly or implicitly characterizes the level of a nutrient of the type required to be in nutrition labeling under § 101.9 or under § 101.36 (that is, a nutrient content claim) 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 ...”).

35. Within Subpart D, section 101.60(c)(1) specifically governs the “sugar free” and “zero sugar” nutrient-content claims at issue in this case, including “0g Sugar” as a term of the same meaning. That regulation provides that such terms may not be used on the label or in the labeling of a food unless, among other requirements, both of the following conjunctive conditions are met:

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

(ii) The food contains no ingredient that is a sugar or that is generally understood by consumers to contain sugars unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to a statement below the list of ingredients stating that the ingredient “adds a trivial amount of sugar,” “adds a negligible amount of sugar,” or “adds a dietarily insignificant amount of sugar.”

21 C.F.R. § 101.60(c)(1)(i)–(ii). These requirements are conjunctive; each must be satisfied independently.

36. The Products do not comply with these regulations. Allulose, as a monosaccharide, is a sugar within the meaning of § 101.9(c)(6)(ii), which section 101.60(c)(1)(i) incorporates by cross-reference. Because Defendant’s own ingredient statement lists allulose as a principal ingredient, the Products contain a sugar ingredient. Defendant’s label does not carry the qualifying statement that section 101.60(c)(1)(ii) requires whenever a food that bears a “no sugar” claim contains a sugar ingredient. The presence of allulose as a listed ingredient, without the required qualifying statement, independently disqualifies the Products from bearing the “0g Sugar” Representation under section 101.60(c)(1)(ii) regardless of the precise quantity of allulose. And because allulose is a sugar, the “0g Sugar” Representation is literally false.

37. The FDA’s nonbinding Allulose Guidance does not authorize the challenged Representation. That guidance announces enforcement discretion, pending rulemaking, for excluding allulose from the gram amounts of “Total Sugars” and “Added Sugars” declared within the Nutrition Facts panel. It does not amend § 101.9(c)(6)(ii), address the requirements governing “zero sugar” claims under § 101.60(c)(1), or authorize a separate outside-panel representation that a product containing allulose is “0g Sugar.” As the Seventh Circuit explained, the guidance is an

enforcement-policy statement, not an interpretation of the regulation, and the FDA's original definition of sugar remains in force. *Franco*, 184 F.4th at 604–07.

38. Neither the FDA's enforcement discretion under the Allulose Guidance nor any FDA marketing permit, label clearance, or approval immunizes Defendant from liability under state consumer-protection law. A decision by the federal sovereign not to enforce its own labeling requirements with respect to allulose does not change the governing regulatory definition of sugar and says nothing about the requirements of state law. *Franco*, 184 F.4th at 605.

39. Because the Products' labels include a deceptive and impermissible nutrient-content claim, the Products are "misbranded" under federal law. 21 U.S.C. § 343(a)(1), (r)(1)(A).

40. Plaintiff does not seek to enforce the FDCA directly. Rather, Plaintiff seeks relief under independently enforceable state consumer-protection laws, including Illinois-law provisions that adopt food-labeling requirements identical to the federal requirements. The federal provisions identify the standards Illinois has adopted and the conduct that renders the Products misbranded under Illinois law.

Defendant's Conduct Violates Illinois' Food Labeling Laws

41. The Illinois Food, Drug and Cosmetic Act ("IFDCA"), 410 ILCS 620/1 et seq., prohibits the misbranding of food sold in Illinois. Under 410 ILCS 620/11(a), "[a] food is misbranded" if "its labeling is false or misleading in any particular."

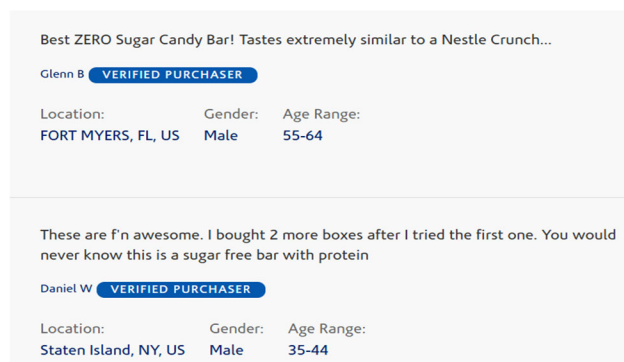
42. In determining whether labeling or advertising is misleading, Illinois law requires consideration of "not only representations made or suggested by statement, word, design, device, sound or any combination thereof," but also whether the labeling or advertising fails to disclose material facts in light of the representations made. 410 ILCS 620/2.11.

43. The IFDCA also incorporates applicable federal food-labeling regulations into Illinois law. *See* 410 ILCS 620/21(j) (“[a] federal regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation.”). Federal regulations provide that “sugars” include “all free mono- and disaccharides.” 21 C.F.R. § 101.9(c)(6)(ii). Allulose is a monosaccharide and therefore constitutes a sugar under this regulatory definition. Federal regulations further prohibit the use of the terms “sugar free,” “0g Sugar,” or other terms having the same meaning unless the food satisfies the conjunctive conditions of 21 C.F.R. § 101.60(c)(1).

44. Defendant prominently represents on the Products’ labeling and packaging that the Products contain “0g Sugar.” That representation is false and misleading because the Products contain allulose, a sugar, as confirmed by Defendant’s own ingredient statement. Because the Products bear a “0g Sugar” nutrient-content claim despite containing a sugar ingredient, the Products are misbranded under Illinois law, and Defendant’s advertising, distribution, and sale of the misbranded Products violate the IFDCA and the food-labeling requirements incorporated into Illinois law.

Reasonable Consumers Would Be Misled by Defendant’s Deception

45. There is a probability that a significant portion of the general consuming public, and the consumers Defendant targets, acting reasonably in the circumstances, was and is likely to be misled by the “0g Sugar” Representation into believing the Products contain no sugar. Consumers were in fact deceived: across Illinois and the United States, consumers purchased the Products based on the reasonable belief, induced by Defendant’s absolute “0g Sugar” promise, that they contained no sugar. This can be seen through online reviews for consumers who purchased the Products.



46. Defendant’s “0g Sugar” claim is an absolute promise. Reasonable consumers have no reason to look beyond that conspicuous front-of-package promise, and are not expected to parse the ingredient statement to discover that the promise is false or to determine, through independent knowledge of carbohydrate chemistry, that a listed ingredient is in fact a sugar.

47. Whether reasonable consumers care about the presence of allulose in particular is not the same question as whether they are deceived by an absolute promise that the Products contain “0g Sugar.” Defendant’s Representation is deceptive because it tells consumers the Products contain no sugar despite the presence of allulose. Consumers are entitled to receive the benefit of the bargain they were promised—a product free of sugar—regardless of allulose’s metabolic characteristics.

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

Defendant Knew the Representation Was False

49. Defendant knew, or should have known, that the Representation was false, misleading, deceptive, and unlawful when it formulated, labeled, marketed, advertised, distributed, and sold the Products. Specifically, Defendant knew that: (a) the Products contain allulose; (b) allulose is a sugar; (c) the Products' labels nevertheless represent that they contain "0g Sugar"; (d) reasonable consumers would rely on that label when purchasing; (e) consumers would not receive the represented benefit of the bargain; and (f) the Representation enabled Defendant to charge a premium for Products containing sugar.

50. Defendant, as the formulator, manufacturer, marketer, and distributor of the Products, controlled or participated in making the Representation on the Products' labels and in advertisements. Defendant could have stopped using the Representation, accurately qualified it, or reformulated the Products to ensure that the Representation was true. Despite its knowledge that consumers reasonably rely on the Representation, Defendant chose to continue using it, thereby causing consumers to buy or overpay for the Products.

Defendant's "0g Sugar" Representation Injured Plaintiff and the Class

51. Defendant concealed or failed to disclose material facts about the Products, including: (a) that allulose is a monosaccharide and sugar; (b) that Defendant deliberately adds allulose to the Products as a principal sweetening ingredient; (c) that the Products are not free of sugar; and (d) that the Products are misbranded under federal and Illinois law when sold bearing the Representation.

52. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and class members in that they: (a) paid money for Products that were not as represented; (b) paid a premium for Products

that were not as represented; (c) were deprived of the benefit of the bargain; (d) purchased Products worth less than represented; and (e) with respect to Plaintiff and members of the Illinois Subclass, purchased misbranded Products that could not lawfully have been sold in Illinois.

53. Had Plaintiff and class members known that Defendant added allulose, a sugar, to the Products, they would not have purchased the Products or would have paid substantially less for them. Accordingly, Plaintiff and the Class Members suffered injury in fact and lost money or property because of Defendant's wrongful conduct.

CLASS ACTION ALLEGATIONS

54. **Proposed Class Definition:** Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3), on behalf of herself and the following classes (collectively, the “Classes”) of similarly situated individuals, defined as follows:

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

Multi-State Subclass: All persons who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use in Arizona, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Virginia, Washington, or Wisconsin (the “Multi-State Subclass States”).

Illinois Subclass: All persons who, during the maximum period of time permitted by law, purchased Defendant's Products in Illinois for their personal use.

The Nationwide Class, the Multi-State Subclass, and the Illinois Subclass are referred to collectively as the “Classes,” and their members as the “Class Members.”

55. Excluded from the Classes are the following individuals and/or entities: Defendant and its parents, subsidiaries, affiliates, officers and directors, current or former employees, and any

entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

56. Plaintiff reserves the right to modify these class definitions, including by adding or removing states from the Multi-State Subclass, dividing the Multi-State Subclass into further subclasses by state or by groups of states with materially similar law, and adding class representatives, as she obtains relevant information through discovery.

57. **Numerosity:** Members of each Class are so numerous and geographically dispersed that individual joinder of all Class Members is impracticable. The precise number of Class Members is unknown to Plaintiff but is likely to be ascertained from Defendant's records through its online marketplace, or through sales data obtained via third parties. At a minimum, there likely are tens of thousands of Class Members.

58. **Common Questions:** There are several questions of law and fact common to the claims of Plaintiff and the proposed Class Members, and those questions predominate over any questions that may affect individual proposed Class Members. Common questions include, but are not limited to, the following:

- a. whether allulose is a sugar;
- b. whether the Products truthfully could be labeled "0g Sugar";
- c. whether Defendant's conduct violated the State Consumer Protection Statutes;
- d. whether reasonable consumers would rely upon Defendant's representation about the Products and reasonably believe the Products are free of sugar;
- e. whether Defendant knew or should have known its representation was false or misleading;
- f. whether Defendant was unjustly enriched as a result of the unlawful conduct alleged in this Complaint; and

- g. whether Plaintiff and the Class Members are entitled to declaratory, equitable, or injunctive relief, and/or other relief, and the scope of such relief.

59. **Typicality:** Plaintiff's claims are typical of the claims of the proposed Class Members. Plaintiff would only seek individual damages if class certification is denied. In addition, Plaintiff is entitled to relief under the same causes of action and upon the same facts as the other Class Members.

60. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Classes and has retained competent counsel experienced in complex litigation and class action litigation. Plaintiff has no interests antagonistic to those of the Classes, and Defendant has no defenses unique to Plaintiff.

61. **Superiority:** Class proceedings are also superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all parties is impracticable. Even if proposed Class Members were able or willing to pursue such individual litigation, a class action would still be preferable due to the fact that a multiplicity of individual actions would likely increase the expense and time of litigation given the complex legal and factual controversies presented in this Class Action Complaint. A class action, on the other hand, provides the benefits of fewer management difficulties, single adjudication, economy of scale, and comprehensive supervision before a single court, and would result in reduced time, effort and expense for all parties and the Court, and ultimately, the uniformity of decisions.

62. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2), declaratory and injunctive relief is appropriate in this matter. Defendant has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class Members as

a whole. Unless a class-wide injunction is issued, Defendant will continue to advertise, market, promote, and sell the Products in an unlawful and misleading manner, as described throughout this Complaint, and Class Members will continue to be misled, harmed, and denied their rights under the law.

COUNT I
VIOLATION OF STATE CONSUMER PROTECTION STATUTES
(ON BEHALF OF THE MULTI-STATE SUBCLASS)

63. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

64. Plaintiff brings this claim on behalf of herself and the members of the Multi-State Subclass against Defendant.

65. Each of the Multi-State Subclass States has enacted a statute that prohibits unfair, deceptive, or unconscionable acts or practices, or false advertising, in the conduct of trade or commerce (collectively, the “State Consumer Protection Statutes”): Arizona (Ariz. Rev. Stat. § 44-1521, *et seq.*); California (Cal. Bus. & Prof. Code § 17200, *et seq.*; Cal. Bus. & Prof. Code § 17500, *et seq.*; Cal. Civ. Code § 1750, *et seq.*); Colorado (Colo. Rev. Stat. § 6-1-101, *et seq.*); Connecticut (Conn. Gen. Stat. § 42-110a, *et seq.*); Delaware (Del. Code Ann. tit. 6, § 2511, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Hawaii (Haw. Rev. Stat. § 480-1, *et seq.*); Idaho (Idaho Code § 48-601, *et seq.*); Illinois (815 ILCS 505/1, *et seq.*); Indiana (Ind. Code § 24-5-0.5-1, *et seq.*); Kentucky (Ky. Rev. Stat. Ann. § 367.110, *et seq.*); Maryland (Md. Code Ann., Com. Law § 13-101, *et seq.*); Massachusetts (Mass. Gen. Laws ch. 93A § 1, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. §§ 325F.67, 325F.68–.70, and 8.31, subd. 3a); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Nebraska (Neb. Rev. Stat. § 59-1601, *et seq.*); Nevada (Nev. Rev. Stat. §§ 41.600 and 598.0903, *et seq.*); New Hampshire (N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*); New Jersey (N.J. Stat. Ann. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. Ann. § 57-

12-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349 and 350); North Carolina (N.C. Gen. Stat. § 75-1.1, *et seq.*); North Dakota (N.D. Cent. Code § 51-15-01, *et seq.*); Oklahoma (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon (Or. Rev. Stat. § 646.605, *et seq.*); Pennsylvania (73 Pa. Stat. Ann. § 201-1, *et seq.*); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq.*); South Dakota (S.D. Codified Laws § 37-24-1, *et seq.*); Vermont (Vt. Stat. Ann. tit. 9, § 2451, *et seq.*); Virginia (Va. Code Ann. § 59.1-196, *et seq.*); Washington (Wash. Rev. Code § 19.86.010, *et seq.*); and Wisconsin (Wis. Stat. § 100.18).

66. Defendant made the same “0g Sugar” Representation on the label of every Product sold in every Multi-State Subclass State. For the reasons alleged above, the Representation was false, deceptive, and misleading, and Defendant’s labeling, marketing, and sale of the Products bearing the Representation therefore violated each of the State Consumer Protection Statutes.

67. The State Consumer Protection Statutes are materially similar in the respects relevant here: each prohibits deceptive representations in the sale of consumer goods, and each affords a private remedy to consumers injured by such representations. To the extent the Court finds material differences among them, the claims may be adjudicated by state or by groups of states with materially similar law.

68. As alleged in paragraphs 49 and 50, Defendant made the Representation knowingly, or with reckless disregard for its truth, and with the intent to mislead consumers.

69. The Representation was material and was likely to mislead reasonable consumers acting reasonably under the circumstances. Defendant intended that Plaintiff and the members of the Multi-State Subclass rely on the Representation in purchasing the Products.

70. As a direct and proximate result of Defendant’s violations of the State Consumer Protection Statutes, Plaintiff and the members of the Multi-State Subclass suffered injury in fact,

ascertainable loss, and actual damages. Had they known that the Products contain sugar in the form of allulose, they would not have purchased the Products or would have paid less for them.

71. Plaintiff and the members of the Multi-State Subclass seek all relief available under the State Consumer Protection Statutes, including actual damages; statutory, enhanced, or punitive damages; restitution; injunctive relief; and attorneys' fees and costs, in each case to the extent the applicable statute permits.

72. To the extent any State Consumer Protection Statute requires pre-suit notice or demand as a condition of recovering damages, Plaintiff does not presently seek damages under that statute and will amend this Complaint to seek such damages after providing the required notice.

COUNT II
VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
(ON BEHALF OF THE ILLINOIS SUBCLASS)

73. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

74. Plaintiff brings this claim on behalf of herself and the members of the Illinois Subclass against Defendant, in addition to and in the alternative to Count I.

75. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (the "ICFA"), prohibits unfair or deceptive business practices in trade or commerce.

76. Plaintiff, the other Illinois Subclass members, and Defendant are "persons" within the meaning of the ICFA, 815 ILCS 505/1(c).

77. At all relevant times, Defendant was engaged in "trade" or "commerce" as defined under the ICFA, 815 ILCS 505/1(f). Plaintiff and the proposed Illinois Subclass are "consumers"

who purchased the Products for personal, family, or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

78. The ICFA prohibits “unfair or deceptive acts or practices ... in the conduct of any trade or commerce,” including the use of deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact. 815 ILCS 505/2.

79. Defendant’s conduct as alleged constitutes unfair and deceptive acts and practices in violation of the ICFA. Defendant engaged in deceptive marketing by misrepresenting and omitting material facts regarding the sugar content of the Products. The Representation was likely to mislead a reasonable consumer.

80. Plaintiff and the other Illinois Subclass members reasonably relied upon Defendant’s Representation, labeling, and omissions regarding the Products’ “0g Sugar” claim.

81. Defendant’s misconduct took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce in violation of 815 ILCS 505/2, by representing that the Products have characteristics or benefits that they do not have.

82. As a direct and proximate result of Defendant’s violations of the ICFA, Plaintiff and the Illinois Subclass members have suffered ascertainable money losses. Had they been aware of the true nature of the Products, Plaintiff and the Illinois Subclass members would have paid less for them or would not have purchased them.

83. Plaintiff and the other members of the Illinois Subclass have standing to pursue a cause of action for violations of the ICFA because they have suffered an injury in fact and lost money because of Defendant’s actions set forth herein.

84. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Subclass members are entitled to relief, including restitution, actual damages, punitive damages, costs, and attorneys' fees, under 815 ILCS 505/10a.

**COUNT III
UNJUST ENRICHMENT
(ON BEHALF OF THE NATIONWIDE CLASS)**

85. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

86. Plaintiff brings this claim on behalf of herself and the members of the Nationwide Class, in the alternative to Counts I and II.

87. Illinois law governs this claim as to all members of the Nationwide Class. Defendant's principal place of business is in Chicago, Illinois; the Representation was conceived, reviewed, approved, and disseminated from Illinois; and Defendant received and retained in Illinois the revenues from its sales of the Products. In the alternative, Plaintiff brings this claim under the unjust enrichment law of the state in which each Class Member purchased the Products.

88. Defendant's conduct violated state and federal law by manufacturing, advertising, labeling, marketing, distributing, and selling the Products while misrepresenting and omitting material facts, including by making the labeling Representation alleged herein.

89. As a direct result of Defendant's deceptive conduct, Defendant obtained unjust and inequitable benefits at the expense of Plaintiff and the members of the Nationwide Class. It would be inequitable for Defendant to retain the revenues derived from sales induced by its misleading Representation.

90. Plaintiff and the members of the Nationwide Class conferred substantial financial benefits upon Defendant through retail purchases of the Products, which materially differed from the representations made by Defendant.

91. Plaintiff and the members of the Nationwide Class seek the imposition of a constructive trust over the profits improperly obtained by Defendant, from which Plaintiff and the members of the Nationwide Class may obtain restitution and disgorgement.

PRAYER FOR RELIEF

Wherefore, Plaintiff, individually and on behalf of the proposed Classes of similarly situated individuals, prays for an Order as follows:

- A. Finding this action satisfies the prerequisites for maintenance as a class action set forth in Federal Rule of Civil Procedure 23 and certifying the proposed classes as defined herein;
- B. Designating and appointing Plaintiff as class representative and Plaintiff's undersigned counsel as Class Counsel;
- C. Declaring that Defendant's conduct, as set forth above, constitutes (i) a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.); (ii) violations of the State Consumer Protection Statutes; and (iii) unjust enrichment;
- D. Enjoining Defendant from continued use of the Representation;
- E. Awarding all actual, compensatory, statutory, enhanced, and punitive damages to which Plaintiff and Class Members are entitled;
- F. Awarding equitable relief, including restitution and/or disgorgement of Defendant's revenues obtained by means of any wrongful act or practice;
- G. Awarding reasonable attorneys' fees and costs, including expert witness fees and expenses, as permitted by law;
- H. Awarding Plaintiff and the proposed class pre- and post-judgment interest, to the extent allowable; and
- I. Granting all such other and further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on all issues so triable.

Dated: October 5, 2026

Respectfully submitted,

/s/ Kyle D. McLean

Kyle D. McLean (6344126)

kyle@crosnerlegal.com

Ryan Tack-Hooper (*pro hac vice forthcoming*)

ryan@crosnerlegal.com

Zachary Crosner (6343989)

zach@crosnerlegal.com

Crosner Legal, P.C.

1021 West Adams Street, Suite 200

Chicago, Illinois 60607

Tel: (866) 276-7637

Fax: (310) 510-6429

COUNSEL FOR PLAINTIFF AND THE PUTATIVE CLASS

CIVIL COVER SHEET

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

Martyna Kielbasa

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

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

Crosner Legal, P.C., 1021 West Adams Street, Suite 200
Chicago, Illinois 60607 Tel: (866) 276-7637

DEFENDANTS

Chicago Candy Company, Inc. DBA Hormbles Chormbles

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)

Unknown

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. § 1391(b)(1) and (c)(2)Brief description of cause:
False and misleading marketing of products

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
>\$5,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Charles P. Kocoras

DOCKET NUMBER 1:26-cv-11741

DATE

October 5, 2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Kyle D. McClean

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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