

1 contain 4 grams of sugar per serving in the form of allulose while claiming to be “Sugar Free,”
2 and upon information and belief and investigation of counsel alleges as follows:

3 **PARTIES**

4 1. Plaintiff Deborah Matlow is and at all times relevant was a citizen of the state of
5 California, domiciled in Huntington Beach, California.

6 2. Defendant So Nourished, Inc. is a New York corporation with its principal place
7 of business in Staten Island, New York. On information and belief, all decisions regarding
8 formulation and labeling of the Products are made at this principal place of business.

9 **JURISDICTION AND VENUE**

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

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

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

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

23 7. In the alternative, the Court has jurisdiction over this matter pursuant to 28 U.S.C.
24 § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

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

1 9. Those contacts include but are not limited to sales of the Products directly to
2 commercial and individual consumers located in this district; knowingly directing advertising
3 and marketing materials concerning the Products into this district through wires and mails, both
4 directly and through electronic and print publications that are directed to commercial and
5 individual consumers in this district; and operating an e-commerce web site that offers the
6 Products for sale to commercial and individual consumers in this district, as well as offering the
7 Products for sale through third-party e-commerce websites, through both of which commercial
8 and individual consumers residing in this district have purchased the Products.

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

12 11. Defendant also sells the Products to retailers and wholesalers in this district for
13 the purpose of making the Products available for purchase by individual consumers in this
14 district.

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

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

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

20 **FACTUAL ALLEGATIONS**

21 15. Millions of Americans are switching to non-sugar sweeteners for health and
22 dietary reasons. For example, a 2024 International Food Information Council survey found that
23 about three-quarters of Americans are trying to limit or avoid added sugars.²

24 16. Plaintiff Deborah Matlow is one such consumer. She purchased the granular
25 Allulose Monk Fruit Sweetener from Amazon.com on or about September 17, 2026 (Order No.
26 113-8969795-4105866).

27
28 ² "American Perceptions Of Sweeteners In Foods & Beverages" (November 2024), *available*
at <https://iflc.org/wp-content/uploads/2025/04/IFIC-Nov-Spotlight-Survey-Sweeteners.pdf>.

17. On their front and back labels, all of the Products claim to be “Sugar Free,” as shown in these examples:





18. Further, all of the Products report zero grams of “Total Sugars” in the Nutrition Facts panel on their back label, while separately declaring each contains four grams of allulose per serving (the most common ingredient in the Products by weight), as shown here for the Product that Plaintiff purchased:

Nutrition Facts	
113 servings per container	
Serving size	1 tsp (4g)
Amount Per Serving	
Calories	0
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 4g	1%
Dietary Fiber 0g	0%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Allulose 4g	
Protein 0g	0%
Vitamin D 0mcg	0%
Calcium 0mg	0%
Iron 0mg	0%
Potassium 0mg	0%
*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: Allulose, monk fruit extract	

19. The representation that all of these Products are “Sugar Free” is false. The Products contain four grams of allulose, which is a sugar—an amount per serving sufficient to preclude any labeling claim that the Products are “Sugar Free.”

A. The Products’ “Sugar Free” Claim is False.

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

1 21. Under federal law (incorporated as state law through California’s Sherman Law,
2 *see* Cal. Health & Safety Code § 110100(a)), “Total Sugars” is one of the nutrients that must be
3 declared in a food’s nutrition labeling (*see* 21 U.S.C. § 343(q)(1)(D); 21 C.F.R. §
4 101.9(c)(6)(ii)), and for which nutrient content claims may therefore be made only in accordance
5 with U.S. Food & Drug Administration regulations (*see* 21 U.S.C. § 343(r)(1)(A), (2)(A)(i); 21
6 C.F.R. § 101.13(b)).

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

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

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

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

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

6 27. The Seventh Circuit recently endorsed the FDA’s reading, finding that “food
7 products cannot be labeled sugar free unless they have less than half a gram of sugar, and sugars
8 include every monosaccharide, including allulose.” *Franco v. Chobani, LLC*, 184 F.4th 599,
9 606 (7th Cir. 2026). The Court thus reversed an order dismissing a case against a food
10 manufacturer whose yogurts contained four grams of allulose per serving but represented
11 themselves as containing “Sugar Free.” *See id.* at 607 (“the labels on Chobani’s yogurt said the
12 product was sugar free, but it in fact had four grams per serving of sugar in the form of
13 allulose.”). The Seventh Circuit also rejected reliance on FDA’s October 2020 allulose guidance,
14 explaining that the guidance “isn’t an interpretation of § 101.9(c)(6)(ii)—it’s an announcement
15 of a change in enforcement policy.” *Id.* at 606.

16 28. The Seventh Circuit also found that claims under state consumer protection law
17 premised on such misrepresentations were not preempted. *Id.*

18 29. The Products contain allulose in amounts sufficient to preclude being truthfully
19 labeled “Sugar Free.”

20 30. Labels are the chief means by which food product manufacturers convey critical
21 information to consumers, and consumers have been conditioned to rely on the accuracy of the
22 claims made on these labels.

23 31. Consumers including Plaintiff especially rely on label claims made by food
24 product manufacturers such as Defendant, as they cannot confirm or disprove those claims
25 simply by viewing or even consuming the Products.

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

3 33. Plaintiff reviewed the front label and Nutrition Facts panel (both displayed on the
4 Products' Amazon.com page) of the Product she purchased prior to her purchase, and reviewed
5 the statements regarding sugar made there. Consumers such as Plaintiff who viewed the
6 Products' labels reasonably understood the Products to be free of sugar. This representation was
7 false.

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

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

15 36. Plaintiff suffered economic injury by Defendant's fraudulent and deceptive
16 conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and
17 Plaintiff's injuries.

18 37. Every variety and flavor of the Products not only features the same deceptive
19 representation ("Sugar Free") and reports zero grams of "Total Sugars," but is also packaged in
20 a similar fashion (*i.e.*, using similar fonts, graphical elements, and packaging design); is sold at
21 a similar per-unit price; and is sweetened with the same ingredient, allulose, in amounts far
22 exceeding 0.5 grams per serving. The "Sugar Free" claim is therefore false as to every variety
23 and flavor of the Products for the identical reason, and the resolution of Plaintiff's claims will
24 be the same for each.

25 38. Because of the substantial similarities of ingredient, product, price, appearance,
26 and deceptive claim as between each variety and flavor of the Products, Plaintiff has standing
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1 to pursue, and is a typical and adequate representative of the Class with respect to, claims
2 concerning every variety and flavor of the Products despite not having purchased each of them.

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

4 39. A legal remedy is not adequate if it is not as certain as an equitable remedy. To
5 obtain a full refund as damages, Plaintiff must show that the Product she received has essentially
6 no market value. In contrast, Plaintiff can seek restitution without making this showing. This is
7 because Plaintiff purchased a Product that she would not otherwise have purchased, but for
8 Defendant's misrepresentations. Obtaining a full refund at law is less certain than obtaining a
9 refund in equity.

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

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

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

25 **CLASS ACTION ALLEGATIONS**

26 43. Plaintiff brings this action individually and as representative of all those similarly
27 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the state
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1 of California who purchased the Products within four years prior to the filing of the original
2 Complaint in this action.

3 44. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
4 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
5 this matter and the members of their immediate families and judicial staff.

6 45. Plaintiff reserves the right to alter the Class definition, and to amend this
7 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable
8 law.

9 46. Certification of Plaintiff's claims for class-wide treatment is appropriate because
10 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
11 individual Class members would use to prove those elements in individual actions alleging the
12 same claims.

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

16 48. **Existence and Predominance of Common Questions of Law and Fact – Rule**
17 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
18 predominate over any questions that affect only individual Class members. Common legal and
19 factual questions and issues include but are not limited to:

- 20 a. Whether the marketing, advertising, packaging, labeling, and other promotional
21 materials for Defendant's Products is misleading and deceptive;
22 b. Whether a reasonable consumer would understand Defendant's "Sugar Free"
23 claim to indicate that the Products contain no sugar, and reasonably relied upon
24 that representation;
25 c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class
26 members;
27 d. Whether Defendant breached an express warranty;
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- e. the proper amount of damages;
- f. the proper scope of injunctive relief; and
- g. the proper amount of attorneys' fees.

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

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

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

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

53. There are no defenses available to Defendant that are unique to the named Plaintiff.

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

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

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

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

20 57. Unless the Class is certified, Defendant will retain monies received as a result of
21 its unlawful and deceptive conduct alleged herein.

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

5 59. Furthermore, Plaintiff has not merely alleged an “informational” injury, but has
6 also alleged that Defendant has been enabled to charge a price premium for the Products.
7 Plaintiff has therefore alleged that compliance with federal and state regulations regarding the
8 accurate reporting of sugar content in the Products would cause a decrease in the price of the
9 Products at which Plaintiff and members of the Class would be willing to buy the Products. As
10 a result, Plaintiff has alleged more than simply an interest in Defendant telling the truth on its
11 labels, but an economic injury that further supports prospective injunctive relief.

12 60. **Ascertainability.** To the extent ascertainability is required, the Class members are
13 readily ascertainable from Defendant’s records and/or its agents’ records of retail and online
14 sales, as well as through public notice.

15 61. Defendant has acted on grounds applicable to the Class as a whole, thereby
16 making appropriate final injunctive and declaratory relief concerning the Class as a whole.

17
18 **COUNT 1**
19 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT,**
20 **CAL. CIV. CODE § 1750 *et seq.***

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

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

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

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

1 66. As alleged herein, Defendant's business practices are a violation of the CLRA
2 because Defendant made affirmative misrepresentations and/or deceptively failed to reveal facts
3 relating to the sugar content of the Products.

4 67. Defendant's affirmative misrepresentations and/or ongoing failure to provide
5 material facts about its Products on its labels violates Cal. Civ. Code § 1770(a) in at least these
6 respects:

- 7 a. Defendant's acts and practices constitute misrepresentations that its Products have
8 characteristics, benefits, or uses which they do not have;
- 9 b. Defendant misrepresented that its Products are of a particular standard, quality,
10 and/or grade, when they are of another;
- 11 c. Defendant's acts and practices constitute the advertisement of goods, without the
12 intent to sell them as advertised;
- 13 d. Defendant's acts and practices fail to represent that transactions involving its
14 Products involve actions that are prohibited by law, particularly the use of
15 misleading nutritional labeling; and
- 16 e. Defendant's acts and practices constitute representations that its Products have
17 been supplied in accordance with previous representations when they were not.

18 68. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed,
19 entitling them to injunctive relief.

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

24 70. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
25 publication of misleading and deceptive nutritional labels on Defendant's Products and to
26 recover reasonable attorneys' fees and costs.

COUNT 2
UNJUST ENRICHMENT

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

72. Under California law, a claim for unjust enrichment “describe[s] the theory underlying a claim that a defendant has been unjustly conferred a benefit ‘through mistake, fraud, coercion, or request.’” *Astiana v. Hain Celestial Grp., Inc.* (9th Cir. 2015) 783 F.3d 753, 762 (quoting 55 *Cal. Jur. 3d Restitution* § 2). Thus, when a plaintiff alleges unjust enrichment, the Court should “construe the cause of action as a quasi-contract claim seeking restitution.” *Rutherford Holdings, LLC v. Plaza Del Rey* (2014) 223 Cal.App.4th 221, 231. Courts in California have allowed unjust enrichment and CLRA claims to proceed in the alternative. *See Scheibe v. Livwell Prods., LLC*, No. 23-cv-216, 2023 WL 4414580, at *8 (S.D. Cal. 2023).

73. Defendant, through its marketing and labeling of the Products, misrepresented and deceived consumers by misrepresenting that the Products are “Sugar Free.”

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

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

76. Defendant continues to possess monies paid by consumers to which Defendant is not entitled.

77. Under the circumstances it would be inequitable for Defendant to retain the benefit conferred upon it and Defendant’s retention of the benefit violates fundamental principles of justice, equity, and good conscience.

78. Plaintiff seeks disgorgement of Defendant’s ill-gotten gains and restitution of Defendant’s wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed

1 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
2 Defendant's unjust enrichment.

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

5
6 **COUNT 3**
7 **BREACH OF EXPRESS WARRANTY**
8 **CAL. COMMERCIAL CODE § 2313**

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

11 81. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
12 expressly warranted that the Products are "Sugar Free."

13 82. Defendant's express warranties, and its affirmations of fact and promises made to
14 Plaintiff and the Class and regarding the Products, became part of the basis of the bargain
15 between Defendant and Plaintiff and the Class, which creates an express warranty that the
16 Products would conform to those affirmations of fact, representations, promises, and
17 descriptions.

18 83. The Products do not conform to the express warranty that the Products are sugar-
19 free.

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

25 **COUNT 4**
26 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
27 **BUS. & PROF. CODE § 17200 *et seq.* — "UNFAIR" CONDUCT**

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

1 86. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
2 a result of Defendant's actions as set forth herein.

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

5 88. Defendant's business practices, as alleged herein, are "unfair" because it makes
6 affirmative misrepresentations and/or fails to make required disclosures that would inform
7 consumers regarding the sugar contained in the Products.

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

10 90. Defendant's wrongful business practices alleged herein constituted, and continue
11 to constitute, a continuing course of unfair competition since it continues to market and sell its
12 Products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
13 oppressive, unscrupulous and/or substantially injurious to its customers.

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

17 92. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order
18 of this Court enjoining Defendant from continuing to engage in "unfair" business practices and
19 any other act prohibited by law, including those acts set forth in this Complaint, and further
20 seeks all other relief allowable under Business and Professions Code Section 17200, *et seq.*

21 **COUNT 5**
22 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
23 **BUS. & PROF. CODE § 17200 *et seq.* — "FRAUDULENT" CONDUCT**

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

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

1 104. Defendant's business practices, as alleged herein, are "unlawful" because it
2 violates the Sherman Food, Drug, and Cosmetic Law, including Cal. Health & Safety Code §§
3 110100 (adopting federal labeling regulations), 110660 (false or misleading labeling), 110670
4 (nutrient content claims not in compliance with 21 U.S.C. § 343(r)), and 110765 (misbranding),
5 as well as the CLRA and FAL, in making affirmative misrepresentations regarding the sugar
6 content of the Products.

7 105. As a result of this "unlawful" conduct, Plaintiff expended money and engaged in
8 activities she would not otherwise have spent or conducted.

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

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

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

20
21 **COUNT 7**
22 **VIOLATION OF THE FALSE ADVERTISING LAW,**
 BUS. & PROF. CODE § 17500 *et seq.*

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

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

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

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

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

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

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

10 **PRAYER FOR RELIEF**

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

- 13 a. Certifying the Class;
- 14 b. Declaring that Defendant violated the CLRA, UCL, FAL, was unjustly enriched,
15 and/or breached an express warranty;
- 16 c. Awarding restitution or disgorgement in an amount to be proven at trial, as permitted
17 by law;
- 18 d. Awarding of injunctive relief as permitted by law, including enjoining Defendant
19 from continuing the unlawful practices as set forth herein, and ordering Defendant to
20 engage in a corrective advertising campaign;
- 21 e. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
- 22 f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts
23 awarded; and
- 24 g. Such other relief as the Court may deem just and proper.

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

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Respectfully submitted,

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

September 20, 2026