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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

EVAN PARR, individually and on behalf of all others similarly situated, Plaintiff, v. TRADER JOE'S COMPANY, a California corporation, Defendant.	Case No.: '26CV5411 AGS MMP **CLASS ACTION COMPLAINT** 1. Violation of the Consumer Legal Remedies Act, Cal. Civ. Code § 1750 et seq. 2. Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. 3. Violation of the False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq. 4. Breach of Express Warranty, Cal. Com. Code § 2313 5. Unjust Enrichment **JURY TRIAL DEMANDED**

INTRODUCTION

1. Plaintiff Evan Parr ("Plaintiff") brings this action on behalf of himself and all others similarly situated against Trader Joe's Company ("Trader Joe's" or "Defendant"). Plaintiff makes the following allegations on information and belief and the investigation of his counsel, except as to allegations about himself, which are based on personal knowledge.

NATURE OF THE ACTION

2. Plaintiff brings this class action on behalf of himself and all similarly situated consumers in the United States, and a subclass of consumers in California, who purchased Trader Joe's® Sweet & Sour Gummy Worms Candies (the "Gummy Worms" or the "Product") or any of Defendant's other Trader Joe's-brand food products that contain allulose and are labeled or marketed as "sugar free," "zero sugar," "0g sugar," "no sugar," "no sugar added," or equivalent claims (collectively, the "Products").[1]

3. Defendant labels the Gummy Worms "0g Sugar per serving," describes them on its website as containing "zero grams of sugar per serving" and having an "absence of sugar," and labels its other Products with equivalent "sugar free," "zero sugar," and "no sugar added" claims (collectively, the "Representations"). The Products contain sugar. Allulose—the Gummy Worms' second-listed ingredient—is a monosaccharide and therefore a sugar under federal and California labeling standards. 21 C.F.R. §§ 101.9(c)(6)(ii), 101.60(c)(1)(i). Defendant's Nutrition Facts panel accounts for approximately ten grams of carbohydrate per serving that is neither fiber nor sugar alcohol, and allulose

[1] The Products include, without limitation, all sizes and pack configurations of Trader Joe's® Sweet & Sour Gummy Worms Candies; Trader Joe's® No Sugar Added Dark Chocolate Chips; and every other food product sold under the Trader Joe's® brand that lists allulose as an ingredient and bears a "sugar free," "zero sugar," "0g sugar," "no sugar," "no sugar added," or equivalent sugar-content claim on its label or in Defendant's marketing. Plaintiff will identify the full list of Products through discovery of Defendant's records.

supplies most of it—many multiples of the 0.5-gram limit for a "sugar free" claim. The Representations are false.

4. Accordingly, Plaintiff brings claims against Defendant for violations of: (1) California's Consumer Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (the "CLRA"); (2) California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (the "UCL"); (3) California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq. (the "FAL"); (4) breach of express warranty; and (5) unjust enrichment.

PARTIES

5. Plaintiff Evan Parr is a citizen of California residing in Bonsall, San Diego County, California. On or about May 24, 2026, Plaintiff purchased at least one bag of Defendant's Trader Joe's® Sweet & Sour Gummy Worms Candies at Defendant's Trader Joe's Store No. 259 in Vista, San Diego County, California, and paid by card. On or about May 25, 2026, Plaintiff returned to the same store and purchased at least one additional bag of the Product, again paying by card. Plaintiff purchased the Product for his personal use. Before making his purchases, Plaintiff saw and relied on Defendant's representation—appearing in a prominent green callout on the front principal display panel of the Product's package—that the Product contained "0g Sugar per serving."

6. Plaintiff relied on that representation, reasonably understood it to mean the Product contained no sugar, and paid a price premium because of it. The Product is not sugar free. It is sweetened with allulose, a sugar, at several grams per serving. Had Plaintiff known the truth, he would not have purchased the Product or would have paid substantially less for it.

7. Plaintiff would like to purchase truly sugar-free candies and confections, including from Defendant's stores, which he continues to patronize, but he cannot know whether the Products' labeling has been or will be corrected. Unless Defendant is required to label the Products accurately, Plaintiff is likely to be

misled again. Plaintiff is an average consumer without specialized knowledge of food chemistry and cannot independently determine whether allulose is a sugar.

8. Defendant Trader Joe's Company is a California corporation with its principal place of business at 800 South Shamrock Avenue, Monrovia, California 91016. It operates approximately 660 stores in 43 states and the District of Columbia, including many in this District, and sells the Products only under its Trader Joe's® brand and only in Trader Joe's stores. Every Product label states "DIST. & SOLD EXCLUSIVELY BY: TRADER JOE'S, MONROVIA, CA 91016."

9. Defendant formulates the Products to its specifications. It authors, approves, and controls their labels and its website product pages. It sells the Products only through Trader Joe's stores. Every decision challenged here—to sweeten the Products with allulose, to label them with the Representations, and to describe allulose as "sugar-free"—was made at Defendant's Monrovia headquarters.

JURISDICTION AND VENUE

10. This Court has jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)(A). The aggregate claims of the proposed Class exceed $5,000,000, exclusive of interest and costs. The Class has more than 100 members. At least one member of the Nationwide Class is a citizen of a state other than California, Defendant's state of citizenship. The Nationwide Class includes purchasers in each of the 43 states and the District of Columbia in which Defendant operates stores, and roughly two-thirds of those stores are outside California. No exception under 28 U.S.C. § 1332(d)(3) or (d)(4) applies.

11. This Court has personal jurisdiction over Defendant, a California corporation headquartered in California that markets and sells the Products in this District.

12. Venue is proper under 28 U.S.C. § 1391(b)(1) and (b)(2). Defendant operates numerous stores in this District and sells the Products here, so it resides in this District for venue purposes, and Plaintiff bought the Product and was deceived here. A Cal. Civ. Code § 1780(d) declaration is attached.

13. California law governs the claims of every Class Member. Defendant is headquartered in California, made every decision challenged in this Complaint there, and distributes the Products nationwide under a label identifying Monrovia, California as their source. California has a materially greater interest than any other state in regulating a California company's labeling conduct, and applying California law to all Class Members' claims is consistent with due process and California's choice-of-law rules. Plaintiff asserts claims under California law only.

FACTUAL ALLEGATIONS

A. Consumers Seek Out and Pay More for Products That Contain No Sugar

14. Consumers seek out and pay more for foods that contain no sugar. A 2022 survey found that 73% of Americans were trying to limit or avoid sugars.[2] Sellers know it and reserve the front of the package for the claims most likely to motivate a purchase. Defendant has capitalized on that demand. It sells a candy whose second-listed ingredient is allulose, a sugar, while labeling it "0g Sugar," and it applies the same practice across its allulose-sweetened private-label line.

15. The premium is real. The Gummy Worms sell for approximately $3.99 per five-ounce bag—about $0.80 per ounce—substantially more per ounce than comparable conventional gummy candies sold in Defendant's stores and elsewhere. Plaintiff paid that premium on each purchase.

B. Defendant's Representations and Warranties

16. The front principal display panel of the Gummy Worms states "0g Sugar per serving" in a bright green callout directly beneath the Product name. It is the only nutrient content claim on the front of the package. Beneath it, in much smaller type, the panel states "NOT A LOW CALORIE FOOD."

[2] International Food Information Council, 2022 Food & Health Survey 57 (May 18, 2022), https://ific.org/wp-content/uploads/2025/04/IFIC-2022-Food-and-Health-Survey-Report-May-2022.pdf.

17. Below is an image of the Product's front panel:

18. Defendant's website product page for the Gummy Worms, which Defendant authored and controls, states that "these Candies contain zero grams of sugar per serving! Instead, these fruity flavored Worms rely on a blend of allulose, organic erythritol, and monk fruit extract for their sweetness" and refers to "the aforementioned absence of sugar."[3] Defendant thus represents that allulose is what the Product uses instead of sugar—when allulose is a sugar.

19. Defendant applies the same practice to the other Products. Its Trader Joe's® No Sugar Added Dark Chocolate Chips, for example, bear a "NO SUGAR ADDED" starburst on the front panel, list allulose as the second of three ingredients ("Unsweetened Chocolate, Allulose, Cocoa Butter"), declare "Total Sugars 0g"

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[3] https://www.traderjoes.com/home/products/pdp/sweet-sour-gummy-worms-candies-081525 (last visited Sept. 19, 2026).

and "Includes 0g Added Sugars," and are described on Defendant's website as made with "sugar-free allulose."[4]

20. Every Product bears a materially identical front-panel claim that it contains no sugar, or that no sugar has been added, when it is sweetened with allulose in gram-scale quantities. The Representations are uniform; every purchaser of every Product was exposed to them. They communicate to reasonable consumers that the Products contain no sugar—the plain meaning of "0g Sugar," "Sugar Free," and "No Sugar Added"—and federal and California law prescribe an objective standard for when those terms may be used. Defendant has made the Representations continuously since each Product's launch.

C. The Products Are Substantially Similar

21. Plaintiff purchased the Gummy Worms. The other Products are substantially similar to the Gummy Worms in every respect material to the claims alleged:

a. **Defendant.** Every Product is formulated to Defendant's specifications and labeled, marketed, distributed, and sold by Defendant, and by no one else;

b. **Brand.** Every Product is sold under the Trader Joe's® brand and trade dress, exclusively in Defendant's stores;

c. **Sweetening system.** Every Product is sweetened with allulose, a sugar, in gram-scale quantities, and lists allulose among its first ingredients by weight;

d. **Representation.** Every Product bears, on its front principal display panel, an absolute no-sugar claim—"0g Sugar," "Sugar Free," "Zero Sugar," or "No Sugar Added"—governed by 21 C.F.R. § 101.60(c);

e. **Absence of disclosure.** No Product bears the asterisk and disclaimer required by 21 C.F.R. § 101.60(c)(1)(ii), and no Product discloses that allulose is a sugar;

[4] https://www.traderjoes.com/home/products/pdp/dark-chocolate-chips-no-sugar-added-079169 (last visited Sept. 19, 2026).

f. **Marketing.** Defendant describes each Product's allulose on its website as "sugar-free" or as an ingredient the Product uses "instead" of sugar; and

g. **Misleading effect.** The effect on consumers is identical. A purchaser is told the Product contains no sugar and receives a Product sweetened with sugar.

22. The differences among the Products—product type, flavor, and package size—are immaterial to whether the Representations are false, whether they are unlawful under federal and California law, or whether a reasonable consumer would be misled by them.

D. Allulose Is a Sugar

23. Allulose (also called D-psicose) is a monosaccharide—a simple sugar. It is the C-3 epimer of D-fructose. It shares fructose's molecular formula ($C_6H_{12}O_6$) and differs only in the orientation of a single hydroxyl group.[5] The Food and Drug Administration ("FDA") describes it the same way: "Allulose or D-psicose (D-ribo-2-hexulose) is a monosaccharide with a molecular formula of C6H12O6 and is an epimer of D-fructose."[6] As a monosaccharide, allulose falls within the FDA's codified definition of sugars—"the sum of all free mono- and disaccharides." 21 C.F.R. § 101.9(c)(6)(ii).

24. The FDA's definition of sugars has included allulose since the agency adopted it. When the agency adopted the codified definition of "sugars" in 1993, it defined the term by saccharide structure rather than by how a substance is digested or metabolized, explaining that it was defining "sugars" "to be consistent with standard analytical methodologies and in conformity with the traditional usage of the term." 58 Fed. Reg. 2,079, 2,098 (Jan. 6, 1993). And in its 2016 Nutrition Facts rulemaking, the FDA confirmed the point as to allulose specifically. With

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[5] Han-Joo Maeng et al., Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol, 8 Foods art. 448 (2019), https://doi.org/10.3390/foods8100448.

[6] FDA, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 2 (Oct. 2020), https://www.fda.gov/media/123342/download.

the Tate & Lyle citizen petition before it—arguing that allulose "is different from other sugars in that it is not metabolized by the human body, has negligible calories . . . [and] does not contribute to increases in blood glucose or insulin levels"—the agency declined to exclude allulose and held that "Allulose, as a monosaccharide, must be included in the declaration of each [of carbohydrate, sugars, and added sugars] pending any future rulemaking that would otherwise exclude this substance from the declaration."[7] No such rulemaking has occurred. The current regulation continues to define Total Sugars as "the sum of all free mono- and disaccharides" and contains no allulose exclusion. 21 C.F.R. § 101.9(c)(6)(ii).

25. The Seventh Circuit recently confirmed the point. In *Franco v. Chobani, LLC*—a class action challenging "zero sugar" yogurt sweetened with allulose—the court invited the FDA to address the meaning of 21 C.F.R. § 101.9(c)(6)(ii). The agency "took the position that the text of § 101.9(c)(6)(ii) is unambiguous, and that total sugars as defined in that regulation include all monosaccharides, including allulose." *Franco v. Chobani, LLC*, No. 25-2087, slip op. at 6 (7th Cir. July 27, 2026).[8] The Seventh Circuit agreed: "The federal requirements at issue are plain—food products cannot be labeled sugar free unless they have less than half a gram of sugar, and sugars include every monosaccharide, including allulose." *Id.* at 10. The court further held that the FDA's 2020 allulose guidance "isn't an interpretation of § 101.9(c)(6)(ii)—it's an announcement of a change in enforcement policy" and so was not entitled to deference. *Id.* at 9. And because the consumers there sought "to hold Chobani liable under state law for violating identical standards," their claims were not preempted. *Id.* at 10–11.

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

[8] Brief for the United States as Amicus Curiae at 11-12, *Franco v. Chobani, LLC*, No. 25-2087, 2026 WL 1894806 (7th Cir. June 29, 2026).

E. Each Product Contains Several Grams of Allulose Per Serving

26. Allulose appears in the ingredient statement of every Product. The Gummy Worms' ingredient statement reads: "INGREDIENTS: RESISTANT TAPIOCA DEXTRIN FIBER, ALLULOSE, RESISTANT CORN MALTODEXTRIN FIBER, ORGANIC ERYTHRITOL, PECTIN, LACTIC ACID POWDER (LACTIC ACID, CALCIUM LACTATE), CITRIC ACID (ACIDULANT), SODIUM CITRATE, STRAWBERRY JUICE CONCENTRATE, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), MONK FRUIT EXTRACT."

27. Ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a)(1). By Defendant's ordering, the Gummy Worms contain more allulose than every ingredient except one fiber. Allulose is the Product's predominant sweetener and its predominant sugar.

28. The Nutrition Facts panel confirms the quantity. Per 29-gram serving, it declares 26 grams of Total Carbohydrate, 14 grams of Dietary Fiber, and 2 grams of Sugar Alcohols. Fiber and sugar alcohols are separate carbohydrate subclasses. Subtracting them leaves approximately 10 grams of other carbohydrate per serving. That carbohydrate comes principally from allulose, the second ingredient by weight. The only other sugar-bearing ingredients—strawberry juice concentrate and the fruit and vegetable juice used for color—are listed ninth and eleventh, after minor ingredients such as citric acid and sodium citrate, and contribute little. Allulose therefore supplies most of those 10 grams—at least several grams per serving and likely closer to 10—many multiples of the 0.5-gram threshold for a "sugar free" claim.

29. Below is an image of the Nutrition Facts panel and ingredient statement:

30. Nothing on the label or website discloses that allulose is a sugar or how much the Products contain. The Nutrition Facts panel declares "Total Sugars 0g" and "Includes 0g Added Sugars." The front panel declares "0g Sugar per serving." The website says allulose is used "instead" of sugar. The ingredient statement has no asterisk after "ALLULOSE" and no statement that allulose "adds a trivial amount of sugar," "adds a negligible amount of sugar," or "adds a dietarily insignificant amount of sugar." The label does more than omit that the Products' sweetener is a sugar. It proclaims that it is not.

F. The Products Violate the FDA Nutrient Content Regulations

31. Plaintiff's claims do not depend on any declaration within the Nutrition Facts panel, which is not itself a nutrient content claim. 21 C.F.R. § 101.13(c). At issue are the separate nutrient content claims Defendant placed on the front of its packaging and in its marketing. "0g Sugar," "zero grams of sugar," "Sugar Free," and "No Sugar Added" are "expressed nutrient content claims"—"any direct

statement about the level (or range) of a nutrient in the food, e.g., 'low sodium' or 'contains 100 calories.'" *Id.* § 101.13(b)(1). Such claims may be made only in accordance with subpart D of 21 C.F.R. part 101, and only if they are "not false or misleading in any respect." *Id.* § 101.13(b), (i)(3).

32. Subpart D, section 101.60(c)(1) specifically governs the use of the "sugar free" and "zero sugar" nutrient content claims at issue in this case. That regulation provides that terms such as "sugar free," "free of sugar," "no sugar," "zero sugar," "without sugar," "sugarless," and "trivial source of sugar" may not be used on the label or in labeling of a food unless:

> (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 the statement below the list of ingredients, which states "adds a trivial amount of sugar," "adds a negligible amount of sugar," or "adds a dietarily insignificant amount of sugar;" and
>
> (iii)(A) It is labeled "low calorie" or "reduced calorie" or bears a relative claim of special dietary usefulness labeled in compliance with paragraphs (b)(2), (b)(3), (b)(4), or (b)(5) of this section . . . ; or (B) Such term is immediately accompanied, each time it is used, by either the statement "not a reduced calorie food," "not a low calorie food," or "not for weight control."
>
> 21 C.F.R. § 101.60(c)(1)(i)–(iii).

33. The Products do not comply. Section 101.60(c)(1)(i) cross-references § 101.9(c)(6)(ii), which defines total sugars as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)." Allulose, a

monosaccharide, falls within that definition and must be counted toward the 0.5-gram threshold. So counted, the sugars in each serving of the Gummy Worms are not less than 0.5 grams. Section 101.60(c)(1)(i) is violated.

34. Section 101.60(c)(1)(ii) is independently violated. Allulose is "an ingredient that is a sugar," and the Products' ingredient statements bear no asterisk and none of the three required disclaimers. Defendant knows how to comply—the Gummy Worms' front panel bears the "NOT A LOW CALORIE FOOD" statement that § 101.60(c)(1)(iii)(B) requires—yet violated the first two prongs.

35. Section 101.60(c)(2) governs the "No Sugar Added" Products. It permits "no sugar added" only if, among other requirements, "[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging." 21 C.F.R. § 101.60(c)(2)(i). Defendant adds allulose—a sugar—to those Products as a sweetener. The "No Sugar Added" Representation is false and unauthorized, and each such Product is misbranded for the same reasons as the Gummy Worms.

36. Because their labels bear impermissible nutrient content claims, the Products are misbranded under the Federal Food, Drug, and Cosmetic Act (the "FDCA"). 21 U.S.C. § 343(a)(1) (labeling "false or misleading in any particular"); *id.* § 343(r)(1)(A) (nutrient content claim not made in accordance with the governing regulations). Misbranded food may not lawfully be introduced into interstate commerce. *Id.* § 331(a).

37. Plaintiff does not seek to enforce the FDCA. He seeks relief under California consumer-protection and warranty law, including Sherman Law provisions that adopt food-labeling requirements identical to the federal ones. Because Plaintiff's claims rest on the same nutrient content claims that render the Products misbranded under federal law, they impose no requirement "not identical to" federal law and are not preempted. 21 U.S.C. § 343-1(a)(5).

38. The Ninth Circuit applies the same identical-requirements analysis. State-law claims that enforce labeling requirements identical to those of the FDCA and its regulations are not preempted, and informal statements of FDA enforcement policy that were never adopted through rulemaking carry no preemptive force. The FDA's 2020 allulose guidance is such a statement. By its own terms it creates no rights and binds neither the agency nor the public. It announces only that the FDA intends to exercise enforcement discretion pending a rulemaking that has never occurred. And the FDA confirmed in *Franco* that 21 C.F.R. § 101.9(c)(6)(ii) unambiguously includes allulose. An agency's decision not to enforce its own regulation is not a federal "requirement" under 21 U.S.C. § 343-1(a), and it does not authorize a nutrient content claim that the regulation forbids.

39. Nor does any product-specific federal approval shield the Products. Unlike pesticide labels that the Environmental Protection Agency reviews and registers under the Federal Insecticide, Fungicide, and Rodenticide Act, the labels of conventional foods are not reviewed or approved by the FDA before sale. No federal agency evaluated the Products' labels, and no federal agency determined that they may say "0g Sugar" or "No Sugar Added." Plaintiff seeks to hold Defendant to the federal standard, not to add to it.

G. Defendant's Conduct Violates California's Food Labeling Laws

40. California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 *et seq.* (the "Sherman Law"), adopts the federal food-labeling regulations as California law: "All food labeling regulations and any amendments to those regulations adopted pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that date shall be the food labeling regulations of this state." Cal. Health & Safety Code § 110100(a); *see also id.* § 110670. Every requirement of sections 101.13 and 101.60 above is therefore California law.

41. Defendant's labeling, advertising, distribution, and sale of the Products violate the Sherman Law's misbranding provisions, Cal. Health & Safety Code

§§ 110660, 110670, 110760, 110765, and 110770, and its false-advertising provisions, *id.* §§ 110390, 110395, 110398, and 110400. Those violations are independently unlawful and serve as predicate violations under the Unfair Competition Law.

H. Reasonable Consumers Cannot Detect Defendant's Deception

42. Reasonable consumers have no reason to look past a conspicuous "0g Sugar" claim on the front of the package, and are not expected to. Allulose is not a household name. In a 2021 survey, only 15% of respondents had heard of it, let alone knew it is a sugar.[9] And a consumer who read further would find "Total Sugars 0g" on the Nutrition Facts panel and, on Defendant's website, a statement that allulose is used "instead" of sugar. Nothing available at the point of sale reveals that the Products contain sugar.

43. The Seventh Circuit rejected the argument that consumers do not care about allulose. "Whether reasonable consumers care about the existence of allulose in their yogurt isn't the same thing as asking whether reasonable consumers would be deceived by it." *Franco*, slip op. at 12. Given the "absolute promise" of a sugar-free label, the court held the allegation of deception plausible and left how reasonable consumers read the label as a question of fact. *Id.* at 12–13.

44. The presence and amount of sugar in a food is material. It is information a reasonable person would consider in deciding whether, and at what price, to buy. Allulose also causes gastrointestinal effects. In a clinical trial comparing allulose to the same dose of sugar, subjects consuming allulose reported significantly higher rates of diarrhea, abdominal distention, and abdominal pain.[10]

[9] International Food Information Council, IFIC Spotlight Survey: Perceptions & Use of Dietary Sweeteners 2 (May 5, 2021), https://ific.org/wp-content/uploads/2025/04/IFIC-Sweeteners-Survey.May-2021.pdf.

[10] Comments of the Center for Science in the Public Interest, Docket No. FDA-2019-D-0725, at 3 (June 17, 2019), https://www.cspi.org/sites/default/files/2022-03/allulose%20final%20from%20CSPI.pdf.

I. Defendant Knew the Representations Were False

45. Defendant knew or should have known that the Representations were false and unlawful. Defendant selects the ingredients, specifies the formulations, and authors and approves the labels of every product sold under its own name. It knew the Products contain allulose, that allulose is a sugar—as the FDA has repeatedly confirmed—and that its labels told consumers the Products contain no sugar. Defendant nonetheless chose to describe allulose to its customers as "sugar-free," and it continues to sell the Products bearing the Representations. Its conduct is knowing, willful, and continuing.

J. Defendant's Sugar-Free Claims Injured Plaintiff and the Class

46. As a direct and proximate result of the Representations, Plaintiff and the Class Members paid for, and paid a premium for, Products that were not as represented; were deprived of the benefit of their bargain; received Products worth less than represented; and purchased misbranded Products that could not lawfully be sold. They suffered injury in fact and lost money or property.

47. The price premium attributable to the Representations can be measured on a classwide basis through accepted methods, including conjoint analysis and hedonic regression, that isolate the market value of a "0g Sugar," "Sugar Free," or "No Sugar Added" claim from the Products' other attributes. That premium is the measure of damages under Plaintiff's legal claims and of restitution under his equitable claims, and it flows directly from the theory of liability alleged.

K. Plaintiff Lacks an Adequate Remedy at Law

48. Plaintiff lacks an adequate remedy at law. Damages cannot remedy his inability to rely on Defendant's labels in the future. Only injunctive relief can. Restitution and disgorgement are equitable remedies not coextensive with damages, and legal remedies may not provide complete relief. The UCL's four-year limitations period also reaches purchases that the three-year periods governing the CLRA and FAL do not.

CLASS ALLEGATIONS

49. Plaintiff brings this action on behalf of himself, and all others similarly situated pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), (b)(3), and (c)(4). As used herein, the "Class Period" means the period from four years preceding the filing of this Complaint through the date of class notice. Plaintiff seeks to represent the following classes (collectively, the "Class," whose members are the "Class Members"):

> **Nationwide Class:** All persons who, during the Class Period, purchased one or more of the Products in the United States for their personal use and not for resale.
>
> **California Subclass:** All persons who, during the Class Period, purchased one or more of the Products in California for their personal use and not for resale.

50. Excluded from the Class are Defendant and its parents, subsidiaries, affiliates, officers, directors, employees, and agents; the judicial officers assigned to this action and their staff and immediate families; counsel for the parties; persons who purchased the Products for resale; and persons who timely opt out. Also excluded are claims for personal injury, wrongful death, or emotional distress.

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

52. **Ascertainability:** Class membership turns on objective criteria—purchase of a Product, in the United States or in California, during the Class Period—and can be determined from Defendant's point-of-sale, payment-card, and customer records and by affidavit.

53. **Numerosity:** The Nationwide Class numbers in the hundreds of thousands and the California Subclass in the tens of thousands. Defendant sells the Products in all of its approximately 660 stores, more than 200 of which are in California.

Class Members can be notified by published, digital, and in-store notice and, where available, by direct notice from Defendant's records.

54. **Commonality and Predominance:** Common questions of law and fact predominate over any individual questions, including:
   (a) Whether allulose is a sugar;
   (b) Whether the Representations are false;
   (c) Whether the Representations violate 21 C.F.R. § 101.60(c);
   (d) Whether the Representations are likely to deceive a reasonable consumer;
   (e) Whether the Representations were material;
   (f) Whether the Products are misbranded under federal and California law;
   (g) Whether the Representations caused Plaintiff and Class Members to pay a price premium measurable on a classwide basis.

55. **Typicality:** Plaintiff, like every Class Member, was exposed to the Representations, purchased a Product in reliance on them, and suffered the same economic injury from the same course of conduct. Each Product bears a materially identical no-sugar Representation, is sweetened with allulose, and is subject to the same labeling standards. The differences among them are immaterial to the claims alleged.

56. Plaintiff has Article III standing. He purchased a Product in reliance on the Representations, paid a price premium, and lost money as a result. He is a member of both the Nationwide Class and the California Subclass. Whether he may represent purchasers in other states is a question of typicality and adequacy under Rule 23, not of standing.

57. **Adequacy:** Plaintiff has no interests adverse to the Class, is committed to its vigorous prosecution, understands the duties of a class representative, and has retained counsel experienced in consumer class actions. Fed. R. Civ. P. 23(a)(4).

58. **Superiority:** A class action is superior to other methods of adjudication. Fed. R. Civ. P. 23(b)(3). The Product retails for approximately $3.99, and the price

premium attributable to the Representations is a fraction of that. No Class Member has an interest in individually controlling a separate action. Plaintiff is aware of two putative class actions concerning Products pending in the Northern District of Illinois, each brought by Illinois purchasers. *Alexander v. Trader Joe's Co.*, No. 1:26-cv-11329 (N.D. Ill. filed Sept. 16, 2026) (No Sugar Added Dark Chocolate Chips); *Parker v. Trader Joe's Co.*, No. 1:26-cv-11360 (N.D. Ill. filed Sept. 16, 2026) (Sweet & Sour Gummy Worms). Each proposes an Illinois subclass and an eight-state class that excludes California, and neither asserts California claims. Concentrating the claims in this forum is desirable because Defendant is headquartered in California, the conduct at issue occurred here, and the claims arise under California law. This action presents no unusual management difficulties.

59. Defendant has acted on grounds generally applicable to the Class by uniformly labeling, marketing, and selling the Products with the Representations, so final injunctive and declaratory relief is appropriate for the Class as a whole.

60. In the alternative, Plaintiff seeks certification under Rule 23(c)(4) of the common issues of whether allulose is a sugar, whether the Representations are false and unlawful, and whether they are likely to deceive a reasonable consumer.

CAUSES OF ACTION

COUNT I

VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT CAL. CIV. CODE § 1750 ET SEQ.

61. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

62. Plaintiff brings this claim individually and on behalf of the Nationwide Class and the California Subclass.

63. The Products are "goods," Defendant is a "person," Plaintiff and the Class Members are "consumers," and Defendant's sales of the Products to them are "transactions" within the meaning of Cal. Civ. Code § 1761(a), (c), (d), and (e).

64. Defendant's conduct violates Cal. Civ. Code § 1770(a)(5) (representing that goods have characteristics, ingredients, or quantities that they do not have), (a)(7) (representing that goods are of a particular standard, quality, or grade when they are of another), (a)(9) (advertising goods with intent not to sell them as advertised), and (a)(16) (representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not).

65. Defendant violated each provision by representing that the Products contain "0g Sugar," are "Sugar Free," or have "No Sugar Added" when they contain several grams of allulose—a sugar—per serving; by failing to provide the disclosure 21 C.F.R. § 101.60(c)(1)(ii) requires; by making a "No Sugar Added" claim on foods to which a sugar is added, in violation of 21 C.F.R. § 101.60(c)(2); and by selling Products that are misbranded under 21 U.S.C. § 343 and Cal. Health & Safety Code §§ 110660 and 110760.

66. The Representations were material—a reasonable consumer attaches importance to whether a food contains sugar—and Defendant placed them on the front of the package because they drive purchases. Plaintiff and the Class Members relied on them, reasonably understood them to mean the Products contained no sugar, and would not have purchased the Products, or would have paid substantially less, had they known the truth. They suffered damage under Cal. Civ. Code § 1780(a).

67. Defendant knew or should have known that the Representations were false. It formulates the Products, controls their labels, and lists allulose as the second ingredient while representing on the front panel that the Products contain no sugar. Defendant acted willfully and with reckless disregard for the truth.

68. Concurrently with the filing of this Complaint, counsel for Plaintiff is mailing a notice letter under Cal. Civ. Code § 1782(a) by certified mail, return receipt requested, to Defendant at its principal place of business in Monrovia, California, and to its agent for service of process in California. The letter identifies the particular CLRA violations alleged, is sent on behalf of Plaintiff and all similarly

situated consumers, and demands that Defendant correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and deceptive practices alleged herein. If Defendant fails to do so within thirty days, Plaintiff will amend this Complaint to seek actual, statutory, and punitive damages under Cal. Civ. Code § 1780(a).

69. Plaintiff and the Class Members currently seek injunctive relief under the CLRA and an award of attorney fees and costs under Cal. Civ. Code § 1780(e) and reserve the right to amend the Complaint to seek any additional relief authorized after expiration of the statutory notice period. Cal. Civ. Code §§ 1780, 1782(d).

COUNT II
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE § 17200 ET SEQ.

70. Plaintiff hereby incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

71. Plaintiff brings this claim individually and on behalf of the Nationwide Class and the California Subclass.

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

73. Plaintiff has standing under Cal. Bus. & Prof. Code § 17204. He purchased the Product in reliance on the "0g Sugar" representation, paid a price premium, and lost money as a result.

74. The UCL prohibits "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200. Conduct is unfair if it is tethered to a legislatively declared policy, if the gravity of the harm outweighs the utility of the conduct, or if the injury is substantial, not outweighed by countervailing benefits, and not reasonably avoidable. Defendant's conduct is unfair under each test.

75. Defendant violated the UCL's proscription against engaging in Unlawful Business Practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500 et seq.; the CLRA, Cal. Civ. Code § 1770 et seq.; the Sherman Law, including Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760, 110765, and 110770; and the federal food-labeling requirements adopted by the Sherman Law, including 21 U.S.C. § 343(a)(1) and (r)(1)(A) and 21 C.F.R. §§ 101.13, 101.60(c)(1), 101.60(c)(1)(ii), and 101.60(c)(2).

76. Defendant's conduct is also unfair. Representing that a product sweetened with a sugar contains no sugar has no utility. It injures consumers, offends the policy embodied in 21 C.F.R. § 101.60(c) and the Sherman Law, and disadvantages competitors whose sugar-free claims are true.

77. Defendant has further violated the UCL's proscription against Fraudulent Business Practices. Defendant's Representations are likely to deceive, and did deceive, reasonable consumers, including Plaintiff.

78. Plaintiff and the Class Members suffered substantial injury by virtue of buying the Products that they would not have purchased absent Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and omissions about the presence and amount of sugar in the Products.

79. Plaintiff and the Class Members could not reasonably have avoided their injury. They lack the specialized knowledge to determine whether allulose is a sugar, and Defendant's labels affirmatively assured them the Products contained none.

80. Plaintiff lacks an adequate remedy at law for the equitable relief sought under this Count, for the reasons alleged in the paragraphs titled "Plaintiff Lacks an Adequate Remedy at Law" above, and pleads this claim in the alternative pursuant to Federal Rule of Civil Procedure 8(a)(3).

81. Under Cal. Bus. & Prof. Code § 17203, Plaintiff and the Class Members seek restitution, injunctive relief, and all other relief that the Court deems proper, together with attorney fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5.

COUNT III
VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW
CAL. BUS. & PROF. CODE § 17500 ET SEQ.

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

83. Plaintiff brings this claim individually and on behalf of the Nationwide Class and the California Subclass.

84. Defendant represents that the Products contain "0g Sugar," are "Sugar Free," or have "No Sugar Added" when they contain several grams of allulose per serving, and omits the disclosure 21 C.F.R. § 101.60(c)(1)(ii) requires. That advertising—on the Products' labels and on Defendant's website, each "advertising" within Cal. Bus. & Prof. Code § 17500—is untrue and misleading, was disseminated uniformly throughout California and the United States, and was intended and likely to deceive consumers.

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

86. Plaintiff and the Class Members suffered injury in fact and lost money or property as a result of Defendant's false advertising within the meaning of Cal. Bus. & Prof. Code § 17535. They paid a price premium for Products that were not as advertised and would not have purchased the Products, or would have paid substantially less, had the truth been disclosed.

87. Defendant's misrepresentations concerning the material facts described above constitute false and misleading advertising and therefore violate Cal. Bus. & Prof. Code § 17500 et seq.

88. Plaintiff lacks an adequate remedy at law for the equitable relief sought under this Count, for the reasons alleged in the paragraphs titled "Plaintiff Lacks an Adequate Remedy at Law" above, and pleads this claim in the alternative pursuant to Federal Rule of Civil Procedure 8(a)(3).

89. Plaintiff and the Class Members seek restitution, injunctive relief, and all other relief that the Court deems proper, together with attorney fees and costs pursuant to Cal. Code Civ. Proc. § 1021.5.

COUNT IV
BREACH OF EXPRESS WARRANTY

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

91. Plaintiff brings this claim individually and on behalf of the Nationwide Class and the California Subclass.

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

93. Defendant's express warranties include its affirmations on the Products' packaging and website that the Products contain "0g Sugar per serving," "zero grams of sugar," are "Sugar Free," or have "No Sugar Added." Those affirmations became part of the basis of the bargain with each purchaser.

94. Privity exists. Plaintiff and the California Subclass members purchased the Products directly from Defendant in its California stores, and the Products are sold only in Trader Joe's stores. In any event, Defendant's express warranties were made directly to consumers through the Products' labels and packaging, and Plaintiff and the Class Members purchased the Products in reliance on those

written representations, which Defendant intended to reach and be relied upon by retail purchasers.

95. Defendant breached those warranties by selling Products containing several grams of allulose—a sugar—per serving.

96. Plaintiff is providing Defendant with notice of its breach. Concurrently with the filing of this Complaint, counsel for Plaintiff is mailing notice by certified mail, return receipt requested, advising Defendant of the breach of express warranty alleged herein on behalf of Plaintiff and all similarly situated purchasers. Notice is also excused because Defendant had actual knowledge that the Products did not conform to the Representations.

97. Plaintiff and all members of the Class suffered financial injury and are entitled to damages under Cal. Com. Code § 2714, measured by the difference at the time and place of acceptance between the value of the Products as accepted and the value they would have had if they had conformed to the Representations, together with incidental and consequential damages under Cal. Com. Code § 2715.

COUNT V
UNJUST ENRICHMENT

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

99. Plaintiff brings this claim individually and on behalf of the Nationwide Class and the California Subclass under California law.

100. To the extent required, Plaintiff asserts this cause of action in the alternative to his legal claims, as permitted by Federal Rule of Civil Procedure 8, and pleads it as a claim for restitution based on quasi-contract.

101. Plaintiff and the Class Members conferred a benefit on Defendant in the form of revenues from their purchases of the Products, which Defendant knowingly accepted and retained.

102. Defendant's retention of those revenues is unjust because it obtained them by misrepresenting that the Products were sugar free, causing purchases that

otherwise would not have occurred or would have occurred only at lower prices. Plaintiff and the Class Members are entitled to restitution of the revenues derived from those sales.

103. Plaintiff and the Class Members lack an adequate remedy at law. Restitution measured by Defendant's revenues reaches amounts that damages measured by the price premium would not. No legal remedy can supply the injunctive relief Plaintiff seeks.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant as follows:

a) For an order certifying the Class under Fed. R. Civ. P. 23 and naming Plaintiff as representative of the Nationwide Class and the California Subclass, and Plaintiff's Counsel as Class Counsel;

b) For an order declaring that Defendant's conduct violates each of the statutes referenced herein;

c) For an order finding in favor of Plaintiff and the Class on all counts asserted herein;

d) For compensatory, statutory, and punitive damages in amounts to be determined by the Court or jury, consistent with applicable law and only under causes of action that permit such relief, including such damages as Plaintiff may seek by amendment under Cal. Civ. Code § 1780(a) upon expiration of the notice period provided by Cal. Civ. Code § 1782;

e) For pre- and post-judgment interest on all amounts awarded, including under Cal. Civ. Code §§ 3287 and 3288;

f) For an order of restitution, disgorgement, and all other forms of equitable monetary relief;

g) For injunctive relief as pleaded or as the Court may deem proper, including an order requiring Defendant to cease labeling, marketing, and selling the

Products with the Representations and to make affirmative disclosures sufficient to dispel the public misperception created by Defendant's conduct; and

h) For an order awarding Plaintiff's and the Class's reasonable attorney fees, expenses, and costs of suit, pursuant to Cal. Code Civ. Proc. § 1021.5 and Cal. Civ. Code § 1780(e).

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

Date: September 21, 2026

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