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16
17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 LINDSY TABOGA, individually and on
20 behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 UNILEVER UNITED STATES, INC. and
24 THE LIV GROUP, INC.

25 Defendants.
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27
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CASE NO. 26-cv-10169

CLASS ACTION COMPLAINT

**ACTION SEEKING STATEWIDE
OR NATIONWIDE RELIEF**

DEMAND FOR JURY TRIAL

JURISDICTION

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2 1. This Court has subject-matter jurisdiction under the Class Action Fairness
3 Act, 28 U.S.C. § 1332(d). The proposed Classes include more than 100 members;
4 Plaintiff is a citizen of California; Defendant Unilever United States, Inc. is
5 incorporated in Delaware and has its principal place of business in New Jersey; and
6 the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and
7 costs.

8 2. The amount in controversy includes all relief the Court may award if
9 Plaintiff prevails, including aggregate restitution for the purchases at issue, the value
10 of the classwide injunction, and attorneys' fees recoverable by statute. Liquid I.V. is
11 a nationally distributed hydration brand sold through tens of thousands of retail
12 locations, including major retailers throughout California, and the Covered Products
13 have been sold statewide during the Class Period.

14 3. This Court has personal jurisdiction over Defendants because each
15 Defendant purposefully directed the labeling, advertising, distribution, and sale of the
16 Covered Products into California; the Covered Products were sold to Plaintiff and
17 Class members in California; and these claims arise from those California-directed
18 activities.

VENUE

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20 4. Venue is proper in this District because defendant The LIV Group, Inc. is
21 headquartered in El Segundo, California.
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INTRODUCTION

5. This case concerns the prominent, unqualified “SUGAR-FREE” representation used to sell Liquid I.V. Hydration Multiplier Sugar-Free electrolyte drink mix.

6. The term “Covered Products” means the Hydration Multiplier Sugar-Free flavors and package sizes sold in California that bear the materially uniform front-label representation “SUGAR-FREE” and whose labels disclose at least four grams of allulose per labeled serving. The “Product” means the particular Covered Product purchased by Plaintiff.

7. Defendants also market the Covered Products on Liquid I.V.’s official website as providing hydration “without any sugar,” while separately identifying allulose as the formula’s primary sweetener. Plaintiff’s individual reliance, however, is based on the “SUGAR-FREE” statement on the package she purchased.

8. The message is simple. A reasonable consumer understands “SUGAR-FREE” to mean that the Product contains no sugar. The unqualified claim does not communicate that the Product is formulated with four grams of a sugar ingredient per serving.

9. The Product does not satisfy either understanding. Its label discloses at least four grams of allulose per serving. Four grams is eight times the 0.5-gram ceiling imposed by the federal regulation governing “sugar free” claims.

10. Allulose is not a minor component. It is the first ingredient in the ingredient statement and is used as the Product’s principal sweetener. Under federal ingredient-listing rules, ingredients are listed in descending order of predominance by weight.

11. Representative current labels place an asterisk after allulose and state that it “Adds A Trivial Amount Of Sugar” or use materially equivalent language. That disclaimer confirms that the Product contains sugar. It does not reduce four

1 grams to less than 0.5 gram and cannot satisfy the regulation’s separate numerical
2 condition.

3 12. Allulose is a monosaccharide—a simple sugar—and falls within the
4 Food and Drug Administration (“FDA”) regulatory definition of “sugars.” 21 C.F.R.
5 § 101.9(c)(6)(ii).

6 13. The FDA has exercised enforcement discretion concerning the
7 numerical declaration of allulose on the Nutrition Facts panel. That nonbinding
8 guidance does not amend the definition of “sugars,” does not authorize a front-label
9 “SUGAR-FREE” claim, and does not displace the separate nutrient-content-claim
10 regulation.

11 14. The regulation governing “sugar free,” “no sugar,” and materially
12 similar claims requires, among other things, that the food contain less than 0.5 gram
13 of sugars per labeled serving. 21 C.F.R. § 101.60(c)(1)(i). The Covered Products
14 contain at least four grams.

15 15. California has adopted federal food-labeling regulations as state law
16 through the Sherman Food, Drug, and Cosmetic Law. Cal. Health & Safety Code §
17 110100(a). California also prohibits false advertising of food, deems food
18 misbranded when its labeling is false or misleading, and prohibits the sale of
19 misbranded food. Id. §§ 110390, 110660, 110760.

20 16. Plaintiff brings this action under California’s Unfair Competition Law
21 (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq.; False Advertising Law (“FAL”),
22 Cal. Bus. & Prof. Code § 17500 et seq.; and Consumers Legal Remedies Act
23 (“CLRA”), Cal. Civ. Code § 1750 et seq. Plaintiff presently seeks injunctive relief
24 only under the CLRA and will follow the notice-and-amendment procedure
25 prescribed by Civil Code § 1782(d).

PARTIES

17. Plaintiff Lindsay Taboga (“Plaintiff”) is a resident of Sacramento, California. Plaintiff purchased Liquid I.V. Hydration Multiplier Sugar-Free numerous times, including at Costco in Sacramento, California, on December 31, 2025, August 3, 2026, and August 16, 2026.

18. Before paying on each occasion, Plaintiff saw and read the prominent “SUGAR-FREE” claim on the front panel. She understood the claim to mean that the Product contained no sugar. Although the back label identified allulose and disclosed its amount, Plaintiff did not know that allulose is a sugar and therefore did not understand that the Product contained at least four grams of sugar in the form of allulose per serving. The absence of sugar was important to Plaintiff and substantially influenced her decision. Had she known the truth, she would not have purchased the Product or would have paid less for it.

19. Plaintiff regularly purchases electrolyte drink mixes and has repeatedly purchased the Product at Costco in Sacramento. She expects to encounter the Product there again within the next several months.

20. Plaintiff wants and intends to purchase the Product again if it is reformulated to satisfy the “SUGAR-FREE” representation, or if Defendants accurately relabel the product so she can make an informed choice. Product formulas and labels may change without notice to consumers, and Plaintiff cannot reliably determine at the point of sale whether a future version has been reduced below the 0.5-gram threshold merely from a Nutrition Facts panel that declares 0 grams of Total Sugars. She may reasonably but incorrectly assume that Defendants have corrected the Product. Absent an injunction, Plaintiff must either forgo a product she wishes to buy or risk another purchase based on the same unlawful representation.

21. Defendant Unilever United States, Inc. (“Unilever”) is a Delaware corporation with its principal place of business in Englewood Cliffs, New Jersey.

Unilever publicly announced its acquisition of Liquid I.V. in 2020, identifies Liquid I.V. as one of its brands, and exercises ownership and control over the brand and its commercial strategy.

22. Defendant The LIV Group, Inc. (“LIV Group”) is a Delaware corporation with its principal place of business in El Segundo, California. LIV Group operates the Liquid I.V. business and is identified on the Covered Products’ labels as their distributor.

23. LIV Group placed its name on the Product labels and distributed the Covered Products. Unilever owns and controls the Liquid I.V. brand and publicly promotes its growth and distribution. On information and belief, each Defendant participated in, approved, controlled, and financially benefited from the challenged labeling and advertising. The more precise allocation of responsibilities is uniquely within Defendants’ knowledge and will be established through discovery.

24. Unilever and LIV Group are referred to collectively as “Defendants.” “Liquid I.V.” refers to the brand, not to a separate defendant.

FACTUAL ALLEGATIONS

A. Defendants Uniformly Represent the Covered Products as “SUGAR-FREE”

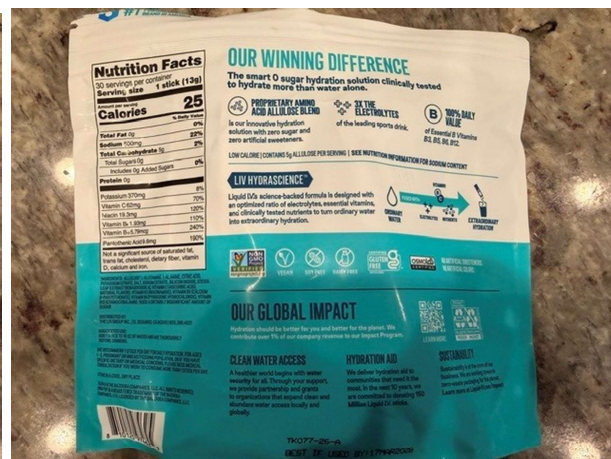
25. Defendants sell the Covered Products throughout California through major retailers and online channels. The challenged representation appears prominently, in capital letters, on the front-facing package panel.

26. The “SUGAR-FREE” statement is not qualified on the front label. It is a concrete representation about the Product’s contents, not vague puffery or an ambiguous statement about taste, calories, or metabolic effects.

27. Defendants’ official website currently reinforces the same message by describing the Covered Products as providing hydration “without any sugar.” The website also identifies allulose as the sugar-free formula’s primary sweetener.

28. The differences among Covered Product flavors and package sizes are immaterial. Each bears the same material “SUGAR-FREE” representation and contains at least four grams of allulose per labeled serving. Plaintiff does not challenge any flavor or package that lacks those common features.

29. Two examples of the Product and its packaging follow:



1 **B. Allulose Is the Product's Predominant**
2 **Ingredient and Exceeds the Regulatory Limit**

3 30. The ingredient statement lists allulose first. Because federal law
4 requires ingredients to be listed in descending order of predominance by weight,
5 allulose is the Product's predominant ingredient. 21 C.F.R. § 101.4(a)(1).

6 31. The representative White Peach label identifies one 13-gram stick as a
7 serving and discloses four grams of allulose per serving. Thus, allulose alone
8 accounts for approximately 31 percent of the dry mix by weight. Other Covered
9 Product labels likewise disclose at least four grams of allulose per serving.

10 32. Four grams is eight times the 0.5-gram limit in 21 C.F.R. §
11 101.60(c)(1)(i). The discrepancy is not a rounding issue or a trace amount.

12 33. Defendants use allulose to sweeten the Product. Defendants themselves
13 describe allulose as the primary sweetener around which the Sugar-Free formula was
14 built.

15 34. Allulose may differ from sucrose in calories, glycemic response, and
16 metabolism. Those differences are not the basis of this action. Plaintiff challenges a
17 regulated representation about whether the Product is "SUGAR-FREE," not a
18 representation about calories or blood-sugar response.

19 **C. The FDA's Nutrition-Facts Enforcement**
20 **Discretion Does Not Authorize the Front-Label Claim**

21 35. The FDA defines "sugars" as the sum of free mono- and disaccharides.
22 21 C.F.R. § 101.9(c)(6)(ii). Allulose is a monosaccharide and therefore falls within
23 that definition.

24 36. In 2020, the FDA announced that it would exercise enforcement
25 discretion to permit manufacturers to exclude allulose from the numerical
26 declarations for "Total Sugars" and "Added Sugars" on Nutrition and Supplement
27 Facts labels while the agency considers rulemaking.
28

1 37. That guidance states nonbinding recommendations. It did not amend §
2 101.9(c)(6)(ii), did not amend § 101.60(c)(1), and did not approve Defendants’
3 Product label.

4 38. The nutrient-content-claim regulation independently governs “sugar
5 free,” “no sugar,” “zero sugar,” and materially similar claims. The regulation
6 requires all applicable conditions in § 101.60(c)(1) to be met.

7 39. First, the food must contain less than 0.5 gram of sugars per labeled
8 serving. 21 C.F.R. § 101.60(c)(1)(i). The Covered Products contain at least four
9 grams.

10 40. Second, a product containing a sugar ingredient must identify that
11 ingredient with an asterisk referring to a statement such as “adds a trivial amount of
12 sugar.” Id. § 101.60(c)(1)(ii). Any such statement addresses only that separate
13 ingredient-disclosure condition; it cannot excuse noncompliance with the
14 independent 0.5-gram condition in subsection (i).

15 41. The Covered Products’ back-label disclaimer therefore does not cure
16 the front-label claim. It instead confirms that Defendants knowingly add a sugar
17 ingredient and, in any event, at least four grams exceeds the numerical limit
18 eightfold.

19 42. Plaintiff does not challenge Defendants’ numerical declaration of 0
20 grams of Total Sugars on the Nutrition Facts panel. She challenges the separate,
21 voluntary “SUGAR-FREE” nutrient-content claim on the front label.

22 43. The FDA confirmed in amicus briefing, and the Seventh Circuit held in
23 *Franco v. Chobani, LLC*, that allulose is a sugar under § 101.9(c)(6)(ii) and that the
24 FDA’s enforcement-discretion guidance concerning the Nutrition Facts panel does
25 not alter the criteria governing front-label “sugar free” and “zero sugar” nutrient-
26 content claims. No. 25-2087, 2026 WL 2150193, at *1–2 (7th Cir. July 27, 2026).

1 **D. Plaintiff's Claims Enforce Independent**
2 **California Duties Identical to Federal Requirements**

3 44. California independently adopted the federal food-labeling
4 requirements as California law. Cal. Health & Safety Code § 110100(a). California
5 separately prohibits false advertising of food, false or misleading food labels, and
6 the sale of misbranded food. Id. §§ 110390, 110660, 110760.

7 45. Plaintiff does not assert a private claim under the Federal Food, Drug,
8 and Cosmetic Act and does not seek to impose a labeling requirement different from
9 or additional to federal law. The state-law duty asserted here is identical to the
10 federal duty: a product containing at least four grams of sugars per serving may not
11 bear the regulated “SUGAR-FREE” claim. The Seventh Circuit recently held that
12 materially identical state-law claims based on this same allulose theory were not
13 expressly preempted. *Franco v. Chobani, LLC*, No. 25-2087, 2026 WL 2150193 (7th
14 Cir. July 27, 2026).

15 46. On information and belief, the FDA did not require Defendants to make
16 the challenged claim and has not issued any product-specific approval authorizing
17 the challenged “SUGAR-FREE” representation on a Covered Product containing at
18 least four grams of allulose. Defendants voluntarily chose the representation and can
19 comply with both federal and California law by reformulating the Product, removing
20 the claim, or using accurate labeling that does not invoke the regulated claim.

21 47. Accordingly, no statute, regulation, or publicly available binding FDA
22 action affirmatively authorizes the challenged representation on a Covered Product
23 containing at least four grams of allulose. Defendants therefore have no applicable
24 statutory or regulatory safe harbor for the conduct challenged here.

25 **E. The Representation Is Material, Deceptive, and Economically Harmful**

26 48. A reasonable consumer would understand the unqualified front-label
27 term “SUGAR-FREE” to mean that the Product contains no sugar. The ordinary
28 meaning of that claim is not that the Product contains four grams of a first-listed

1 sugar ingredient per serving. Independently, the governing regulation forbids the
2 claim when the product contains 0.5 gram or more of sugars per serving.

3 49. The representation is unambiguous. A consumer need not consult fine
4 print to learn whether a product prominently labeled “SUGAR-FREE” is built
5 around a first-listed sugar ingredient. In any event, the back label does not cure the
6 representation: it discloses allulose and acknowledges an amount of sugar while the
7 front continues to say “SUGAR-FREE.”

8 50. The representation is material because consumers attach importance to
9 whether a product marketed as sugar-free contains a material quantity of sugar.
10 Defendants placed the representation prominently on the front label to influence
11 purchasing decisions and distinguish the Covered Products from competing
12 electrolyte products.

13 51. Defendants knew the composition and amount of every ingredient they
14 selected; knew allulose was the first-listed and primary sweetener; published the
15 four-gram allulose amount; used a disclaimer acknowledging that allulose adds
16 sugar; and nonetheless chose the unqualified front-label claim “SUGAR-FREE.”

17 52. Plaintiff saw and relied on that front-label statement before buying the
18 Product. The statement was an immediate cause of her purchase. Had she known the
19 Product contained at least four grams of allulose, she would not have bought it or
20 would have paid less.

21 53. Plaintiff lost money or property because the Product was worth less
22 than the Product as represented. The “SUGAR-FREE” claim increased the Product’s
23 perceived market value and caused Plaintiff and Class members to pay a price
24 premium attributable to an attribute the Product did not possess. On information and
25 belief, Defendants received sales revenue directly or indirectly from retail sales of
26 the Covered Products, including sales through Costco, and retained proceeds
27 attributable to the challenged price premium.

1 54. Plaintiff does not allege that the Product was wholly worthless and does
2 not rely on a full-refund theory. Her monetary theory is the difference between the
3 price paid and the value of the Product as truthfully labeled, including the price
4 premium attributable to “SUGAR-FREE.”

5 55. The same injury is common to the Classes because every Covered
6 Product bore the materially uniform front-label claim and contained at least four
7 grams of allulose per serving.

8 56. Defendants continue to sell the Covered Products in California using
9 the challenged representation. Unless enjoined, they are likely to continue the same
10 labeling and advertising practice.

11 **F. Equitable Relief Is Necessary and Pleaded in the Alternative**

12 57. Damages for a completed purchase cannot prevent Plaintiff’s
13 threatened future injury or restore her ability to rely on Defendants’ labeling. Only
14 prospective injunctive relief can address that harm.

15 58. Plaintiff presently has no maintainable claim for CLRA damages
16 because the notice-and-cure period in Civil Code § 1782 has not run. Whether a
17 CLRA damages remedy will become available depends on Defendants’ response to
18 the statutory notice and cure opportunity.

19 59. The UCL also reaches conduct occurring during a four-year period,
20 while the direct FAL and CLRA claims are asserted for the applicable three-year
21 period. A later CLRA damages claim therefore would not necessarily provide relief
22 coextensive with the UCL restitution sought for the California Class.

23 60. Restitution is sought only to restore money in which Plaintiff and Class
24 members have an ownership interest—the portion of the purchase price attributable
25 to the challenged representation that Defendants received directly or indirectly
26 through sales of the Covered Products—and not as nonrestitutionary disgorgement.

1 Plaintiff pleads restitution in the alternative and will not obtain a double recovery
2 for the same injury.

3 61. To the extent Defendants establish that a legal remedy is available and
4 fully adequate for any person, period, or item of relief, Plaintiff seeks equitable
5 monetary relief only for the remainder for which no complete and adequate legal
6 remedy exists.

7 **CLASS ACTION ALLEGATIONS (L.R. 23-2)**

8 62. Plaintiff brings this action under Federal Rule of Civil Procedure 23(a),
9 23(b)(2) and 23(b)(3) on behalf of herself and the following proposed classes:

10 **Nationwide Class:**

11 All persons who, during the four years preceding the filing of this action
12 through the date of judgment, purchased anywhere in the United States
13 for personal, family, or household use and not for resale a Liquid I.V.
14 Hydration Multiplier Sugar-Free product bearing the front-label
15 “SUGAR-FREE” representation.

16 **California Subclass:**

17 All persons who, during the four years preceding the filing of this action
18 through the date of judgment, purchased in the state of California for
19 personal, family, or household use and not for resale a Liquid I.V. Hydration
20 Multiplier Sugar-Free product bearing front-label “SUGAR-FREE”.

21 63. The Nationwide Class and California Subclass are referred to herein as
22 “the Classes.”

23 64. Excluded from the Classes are Defendants; their officers, directors,
24 employees, agents, affiliates, subsidiaries, and controlled entities; persons who
25 timely and validly request exclusion; the judges assigned to this action and their
26 immediate families; and purchases made for resale.

1 65. The members of the Classes are so numerous that joinder is
2 impracticable. The Covered Products are sold statewide through major retailers and
3 online channels. On information and belief, the Classes include tens of thousands of
4 purchasers.

5 66. Plaintiff will fairly and adequately protect the Classes. Her interests are
6 aligned with those of absent members, and she has retained counsel experienced in
7 consumer-protection and class-action litigation.

8 67. Common questions of fact and law include whether allulose is a sugar
9 under the governing definition; whether the Covered Products contain at least four
10 grams of allulose per serving; whether the regulated “SUGAR-FREE” claim is false
11 or misleading; whether the FDA guidance authorizes that claim; whether Defendants
12 violated the Sherman Law, UCL, FAL, and CLRA; whether the claim was material;
13 whether it generated a price premium; and whether classwide injunctive relief should
14 issue.

15 68. Exposure is common because the challenged statement appeared on the
16 front of every Covered Product package. Whether that uniform statement was
17 material and likely to deceive is governed by an objective reasonable-consumer
18 standard and can be resolved with common evidence.

19 69. Differences in flavor, package size, or retailer do not alter the common
20 theory. Each Covered Product bore the same material “SUGAR-FREE” claim and
21 disclosed at least four grams of allulose per serving—at least eight times the same
22 0.5-gram limit. Representative labels, including those depicted above, list allulose
23 first.

24 70. Defendants have acted and continue to act on grounds generally
25 applicable to the Classes by uniformly using the challenged representation. Final
26 injunctive relief is therefore appropriate respecting the Classes as a whole under Rule
27 23(b)(2).
28

1 71. Plaintiff's price-premium theory is susceptible to common proof
2 through sales records, label and marketing evidence, comparable products, and
3 consumer or economic evidence measuring the value attributable to "SUGAR-
4 FREE." Individual damages calculations, if any, do not defeat predominance.

5 72. Plaintiff's claims are typical because she purchased a Covered Product,
6 saw and relied on the same front-label statement, and suffered the same price-
7 premium injury as other Class members. Her request for prospective relief
8 challenges the same ongoing labeling practice.

9 73.

10 74. The common questions predominate over questions affecting only
11 individual members for the UCL and FAL claims under Rule 23(b)(3). The case
12 turns on Defendants' uniform label, the common formulation, the same regulatory
13 standard, and a common measure of overpayment.

14 75. A class action is superior for the claims under Rule 23(b)(3). Individual
15 overpayment claims are small relative to litigation costs; separate actions would be
16 inefficient and risk inconsistent results; and the central issues can be resolved once
17 with common evidence.

18 76. Plaintiff reserves the right to modify the class definitions after
19 discovery concerning label versions, formulations, sales periods, and Defendants'
20 respective roles.

21 77. Plaintiff proposed sending notice via publication notice.
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COUNT I

CALIFORNIA UNFAIR COMPETITION LAW

Cal. Bus. & Prof. Code § 17200 et seq.

(On Behalf of Plaintiff and the Classes)

78. Plaintiff realleges and incorporates the preceding allegations as though fully set forth herein.

79. The UCL prohibits any unlawful, unfair, or fraudulent business act or practice. Cal. Bus. & Prof. Code § 17200.

80. Defendants engaged in unlawful practices by violating California's Sherman Food, Drug, and Cosmetic Law, including Health & Safety Code §§ 110100(a), 110390, 110660, and 110760, and the identical federal food-labeling requirements California adopted, including 21 C.F.R. § 101.60(c)(1). Defendants' violations of the FAL and CLRA also constitute predicate unlawful acts.

81. Defendants engaged in fraudulent practices because their prominent, unqualified "SUGAR-FREE" representation is likely to deceive reasonable consumers into believing the Covered Products contain no sugar, when they contain at least four grams of allulose per serving. That same conduct violates the regulation governing the precise claim, which allows it only when the product contains less than 0.5 gram of sugars per serving.

82. Defendants' conduct is unfair under each applicable consumer test. It is tethered to and contravenes the public policies embodied in state and federal food-labeling law; the substantial consumer injury is not outweighed by countervailing benefits and was not reasonably avoidable before purchase; and the practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

89. Defendants knew or should have known the representation was untrue or misleading because they selected the formulation, knew the amount and function of allulose, used allulose as the formula's primary sweetener, published the allulose amount, and used a back-label statement acknowledging that allulose adds sugar.

90. Plaintiff saw and actually relied on the challenged package statement before purchasing the Product. The representation caused her to spend money she otherwise would not have spent, or to pay more than she otherwise would have paid.

91. Plaintiff and the the Classes seek injunctive relief, restitution measured by the price premium or another permissible measure of overpayment, and other equitable relief under Business & Professions Code § 17535.

COUNT III

CALIFORNIA CONSUMERS LEGAL REMEDIES ACT

Cal. Civ. Code § 1750 et seq.

(On Behalf of Plaintiff and the Classes)

(Injunctive Relief Only)

92. Plaintiff realleges and incorporates the preceding allegations as though fully set forth herein.

93. Plaintiff and the members of the Classes are “consumers” who purchased the Covered Products for personal, family, or household purposes. The Covered Products are “goods,” and the purchases are “transactions,” within the meaning of Civil Code § 1761.

94. Defendants violated Civil Code § 1770(a)(5) and (7) by representing that the Covered Products have characteristics, ingredients, qualities, or quantities they do not have, and by representing that the Covered Products are of a particular standard, quality, or grade when they are of another.

95. Specifically, Defendants represented that the Covered Products were “SUGAR-FREE” even though they contained at least four grams of allulose per

1 serving. Representative Covered Product labels, including those depicted above, list
2 allulose first, and Defendants describe allulose as the Sugar-Free formula's primary
3 sweetener.

4 96. The representation was material. Plaintiff saw, believed, and relied on
5 it before purchase; it caused her economic harm; and Defendants continue the same
6 practice, threatening the future injury alleged above.

7 97. Plaintiff presently seeks only injunctive relief under the CLRA. Civil
8 Code § 1782(d) expressly permits an action for injunctive relief under § 1770 to be
9 commenced without prior compliance with § 1782(a). Plaintiff therefore does not
10 seek CLRA damages in this original Complaint.

11 98. Plaintiff will serve the written notice required by Civil Code § 1782(a)
12 by certified or registered mail to the statutorily proper addresses. After at least 30
13 days from commencement of this action and compliance with § 1782(a), Plaintiff
14 may amend under § 1782(d) to request damages if Defendants do not provide an
15 appropriate statutory correction.

16 99. Plaintiff and the Classes presently seek an order enjoining Defendants
17 from labeling, marketing, advertising, or selling a Covered Product as "SUGAR-
18 FREE" while it contains at least 0.5 gram of sugars per serving or otherwise fails to
19 satisfy the requirements governing that representation, together with attorneys' fees
20 and costs under Civil Code § 1780(e).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, respectfully requests that the Court enter judgment in her favor and against Defendants as follows:

A. Certifying the Classes under Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), as appropriate; appointing Plaintiff as Class Representative; and appointing her counsel as Class Counsel;

B. Entering appropriate injunctive relief under the UCL, FAL, and CLRA prohibiting Defendants from continuing the challenged “SUGAR-FREE” labeling and marketing unless the Covered Products satisfy all requirements governing that representation;

C. Awarding Plaintiff and the Classes restitution and other equitable monetary relief available under the UCL and FAL, measured by the price premium or another permissible measure of overpayment and subject to the no-double-recovery limitations alleged above;

D. Awarding reasonable attorneys’ fees and costs as authorized by Civil Code § 1780(e), Code of Civil Procedure § 1021.5, and other applicable law; and

E. Granting such other injunctive or equitable relief as the Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all claims subject to trial by jury.

Dated: September 10, 2026 Respectfully submitted,

/s/ Michael R. Reese

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