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

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|---|---|
| MOHAMAD TLAIB, JENNIFER DEWITT, HOWARD BARKAN, and KIMBERLY HANDELMAN, on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>KIND, LLC,<br><br>Defendant. | Case No. 1:26-cv-13731<br><br>**CLASS ACTION COMPLAINT**<br><br>**JURY TRIAL DEMANDED** |

Plaintiffs Mohamad Tlaib, Jennifer Dewitt, Howard Barkan, and Kimberly Handelman ("Plaintiffs"), on behalf of themselves and all others similarly situated, bring this Class Action Complaint against KIND, LLC ("Defendant"), and allege, upon information and belief, including the investigation of counsel, as follows:

## INTRODUCTION

1. Plaintiffs bring this class action on behalf of consumers who purchased Defendant's KIND ZEROg Added Sugar Bars (the "Products") during the applicable class period. Defendant formulates, labels, markets, advertises, distributes, and sells the Products throughout the United States, including Illinois. Defendant sells the Products through retail stores, online retailers, and other channels of commerce.

2. The Products include, but are not limited to, the following: KIND ZEROg Added Sugar Caramel Almond and Sea Salt Bars; KIND ZEROg Added Sugar Dark Chocolate Nuts and Sea Salt Bars; KIND ZEROg Added Sugar Peanut Butter Brak Chocolate Bars; and KIND ZEROg Added Sugar Raspberry Vanilla Cashew Bars. Plaintiffs reserves the right to add to the

list of Products if additional flavors, pack sizes, or configurations are identified during the litigation.

3. Defendant prominently markets the Products to consumers as "ZEROg Added Sugar" and through substantially similar representations that communicate to consumers that the Products contain no sugar (collectively, the "Zero Sugar Representations"). The Zero Sugar Representations appear on the front label of the Products, so consumers perceive and appreciate them at the point of purchase.

4. The Zero Sugar Representations are false and misleading. In reality, the Products are sweetened with allulose and, put simply, allulose is sugar. Allulose is a monosaccharide, and thus, is a sugar under the federal labeling definitions and under the ordinary meaning of the word. Allulose is also listed as the second principal ingredient of the Products, which means it is among the most prevalent ingredients by weight.

5. Upon information and belief, each serving of the Products contains at least 0.5 grams or more of allulose. That quantity is not trivial. It is a substantial quantity of sugar that is present in every serving that Plaintiffs and class members consumed.

6. Consumers who buy products marketed as "ZEROg Added Sugar" are typically health conscious. They may be managing blood glucose, limiting caloric intake, or following a diet intended to avoid sugar for medical, dietary, or personal reasons. Defendant's Zero Sugar Representations were designed to attract exactly these consumers and to command a price premium over products containing sugar.

7. Plaintiffs and class members paid a premium for the Products because of the Zero Sugar Representations. Yet they did not receive what they paid for because the Products did, in fact, contain sugar.

8. As set forth below, Defendant's mislabeling of the Products violates applicable consumer-protection statutes and common law doctrines, including the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 § 505/1 *et seq*.

## THE PARTIES

9. Plaintiffs Mohamed Tlaib, Jennifer Dewitt, Howard Barkan, and Kimberly Handelman are citizens of Illinois and reside in this District.

10. Defendant KIND, LLC is a Delaware limited liability company with its principal place of business at 1372 Broadway, New York, New York 10018.

11. At all times during the class period, Defendant was the designer, manufacturer, labeler, marketer, advertiser, distributor, and vendor of the Products throughout the United States, directly and through third-party retailers, distributors, and online sellers.

12. Defendant, directly and through its agents, has substantial contacts with and received substantial benefits and revenue from and through the State of Illinois.

## JURISDICTION AND VENUE

13. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(d), as modified by the Class Action Fairness Act of 2005 ("CAFA"), because the proposed Classes each include more than 100 members, the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs, and at least one Class Member of the proposed classes is a citizen of a state different from Defendant.

14. Supplemental jurisdiction to adjudicate issues pertaining to state law is proper in this Court under 28 U.S.C. § 1367.

15. This Court has personal jurisdiction over Defendant because Defendant routinely conducts business in the State where this district is located, has sufficient minimum contacts in

this State, and has intentionally availed itself of this jurisdiction by marketing and selling products, and by accepting and processing payments for those products within this State.

16. Defendant, directly and through its agents, has substantial contact with and receives substantial benefits and revenue from and through sales of the Products in the State of Illinois.

17. Plaintiffs purchased the Products in this District and suffered the injury alleged herein in this District.

18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events that gave rise to Plaintiffs' claims occurred within this District, and Defendant does business in this Judicial District.

## FACTUAL ALLEGATIONS

**Defendant's Products and the Zero Sugar Representations**

19. Defendant formulates, labels, markets, advertises, distributes, and sells the Products to consumers throughout the United States. The Products are sold online and through major retail stores, including Walmart, Target and other retail stores.

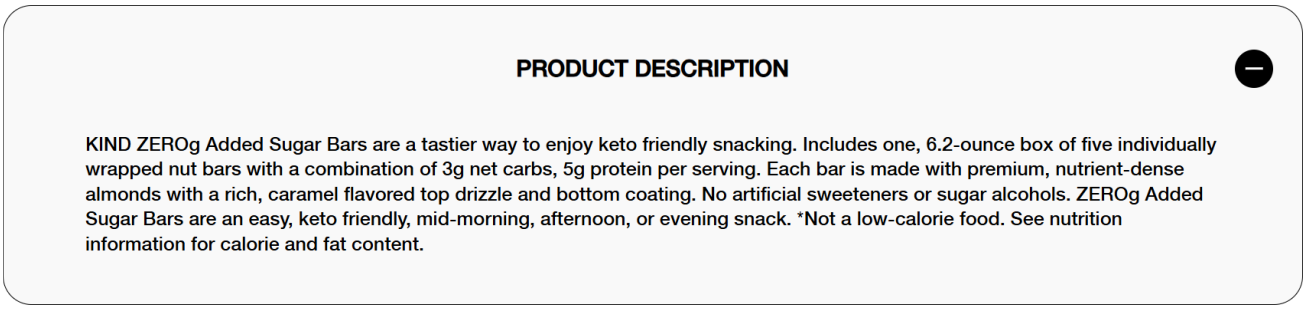
20. Defendant prominently represents that the Products have "ZEROg Added Sugar" and/or makes other substantially similar representations communicating that the Products contain no added sugar. As depicted below, Defendant's Products bear the Zero Sugar Representations on the front packaging, in large, capitalized letters:[1]

[1] Screenshots of the Products' packaging as displayed Defendant's website. KIND, *Caramel Almond and Sea Salt*, KIND Snacks, https://www.kindsnacks.com/products/zerog-added-sugar-bar/caramel-almond-and-sea-salt (last visited Nov. 2, 2026); KIND, *Dark Chocolate Nuts and Sea Salt*, KIND Snacks, https://www.kindsnacks.com/products/zerog-added-sugar-bar/dark-chocolate-nuts-and-sea-salt (last visited Nov. 2, 2026); KIND, *Peanut Butter Dark Chocolate*, KIND Snacks, https://www.kindsnacks.com/products/zerog-added-sugar-bar/peanut-butter-dark-chocolate (last visited Nov. 2, 2026); KIND, *Raspberry*, KIND Snacks,




https://www.kindsnacks.com/products/zerog-added-sugar-bar/raspberry (last visited Nov. 2, 2026).

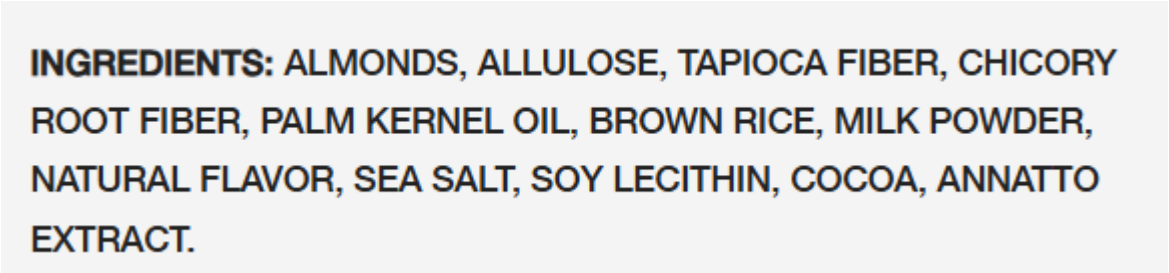
21. The Zero Sugar Representations continue to appear in the Products' description and marketing materials. Defendant's website advertises the Products as "a tastier way to enjoy keto friendly snacking" and assures consumers that the Products have "ZEROg Added Sugar."[2]



**PRODUCT DESCRIPTION**

KIND ZEROg Added Sugar Bars are a tastier way to enjoy keto friendly snacking. Includes one, 6.2-ounce box of five individually wrapped nut bars with a combination of 3g net carbs, 5g protein per serving. Each bar is made with premium, nutrient-dense almonds with a rich, caramel flavored top drizzle and bottom coating. No artificial sweeteners or sugar alcohols. ZEROg Added Sugar Bars are an easy, keto friendly, mid-morning, afternoon, or evening snack. *Not a low-calorie food. See nutrition information for calorie and fat content.

22. Defendant's own ingredient list states that the Products contain allulose. In fact, allulose is the second-listed ingredient on the ingredients list for the Products.[3]



**INGREDIENTS:** ALMONDS, ALLULOSE, TAPIOCA FIBER, CHICORY ROOT FIBER, PALM KERNEL OIL, BROWN RICE, MILK POWDER, NATURAL FLAVOR, SEA SALT, SOY LECITHIN, COCOA, ANNATTO EXTRACT.

23. The Nutrition Facts panels on the Products state that they contain only one (1) gram of Total Sugars and zero (0) grams of Added Sugars.[4] These declarations are accompanied by and reinforce the front-label "ZEROg Added Sugar" representations.

[2] *Caramel Almond and Sea Salt*, *supra* note 1.
[3] *Id.*
[4] *Id.*

| AMOUNT PER SERVING | | % DAILY VALUE |
|---|---|---|
| **Calories** | 140 | |
| **Total Fat** | 13 g | 17% |
| Saturated Fat | 2.5 g | 13% |
| Trans Fat | 0 g | |
| Polyunsaturated Fat | 2.5 g | |
| Monounsaturated Fat | 7 g | |
| **Cholesterol** | 0 mg | 0% |
| **Sodium** | 75 mg | 3% |
| **Total Carbohydrate** | 14 g | 5% |
| Dietary Fiber | 7 g | 25% |
| Total Sugars | 1 g | |
| Includes Added Sugars | 0 g | 0% |
| Sugar Alcohol | 0 g | |
| **Protein** | 5 g | 4% |

24. Nowhere do the Nutrition Facts panels or any other labeling disclose the amount of allulose present or indicate that allulose is added sugar.

25. A reasonable, ordinary consumer encountering an unqualified representation that a food product is "ZEROg Added Sugar" would reasonably understand that representation according to its ordinary meaning: that the Products contain no added sugar.

26. The Zero Sugar Representations are material. Sugar content is among the most important characteristics of food products, especially to consumers who are trying to watch their sugar. Defendant made the Zero Sugar Representations because it knew that consumers pay attention to sugar content and would be more likely to buy, and pay more for, a product labeled as containing zero added sugar.

27. Defendant has maintained these misrepresentations continuously and consistently across all marketing channels and throughout the class period.

**Allulose is Unambiguously Classified as a Sugar Under the Applicable Regulations.**

28. Allulose is a naturally occurring sugar found in small amounts in figs, raisins, wheat, maple syrup, and molasses. Chemically, allulose is a monosaccharide, similar to fructose.

29. Under the federal labeling regulations, "Total Sugars" are defined as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)." 21 C.F.R. § 101.9(c)(6)(ii). Because allulose is a monosaccharide, it falls within the regulation's definition of "Total Sugars."

30. Nothing in the regulatory text of § 101.9(c)(6)(ii) excludes allulose from the definition of "Total Sugars."

31. The FDA's regulatory history confirms this reading. In its 2016 final rule revising the Nutrition Facts label, the FDA specifically considered the treatment of allulose and stated that "[a]llulose, as a monosaccharide, must be included" in the Total Sugars declaration unless and until the agency adopted a different rule.[5]

32. Subsequently, the FDA issued guidance concerning allulose in October 2020. The guidance announced an exercise of enforcement discretion concerning the declaration of allulose on Nutrition Facts labels, pending further consideration through rulemaking.[6] It only addressed the FDA's enforcement position concerning how allulose should be treated for purposes of specified nutrition-panel declarations. It did not amend § 101.9(c)(6)(ii), did not promulgate a

[5] Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).
[6] FDA, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 1 (Oct. 2020).

new definition of "Total Sugars," and did not formally exclude allulose from the regulatory definition of sugar.

33. Nor does the FDA's exercise of enforcement discretion establish that a manufacturer may affirmatively, and falsely, represent that a product contains "zero added sugar" while the product contains a substantial amount of added monosaccharide encompassed by the regulation's definition of "Total Sugars."

**Defendant's Products Contain Allulose, a Sugar.**

34. Contrary to Defendant's Zero Sugar Representations, the Products contain a substantial amount of sugar per serving in the form of allulose.

35. Defendant's own labeling confirms that the Products contain allulose. For example, allulose is the Products' second-listed ingredient on the ingredients list for the "Caramel Almond and Sea Salt" bar: "Almonds, ***allulose***, tapioca fiber, chicory root fiber, palm kernel oil, brown rice, milk powder, natural flavor, sea salt, soy lecithin, cocoa, annatto extract."[7] Similarly, allulose is the third-listed ingredient for the "Dark Chocolate Nuts and Sea Salt" bar: "Almonds, peanuts, allulose, tapioca fiber, palm kernel oil, brown rice, chicory root fiber, alkalized cocoa, unsweetened chocolate, sea salt, peanut butter (peanuts, sea salt), natural flavor, soy lecithin."[8] Additionally, allulose is the second-listed ingredient for the "Peanut Butter Dark Chocolate" bar: "Peanuts, allulose, tapioca fiber, almonds, palm kernel oil, brown rice, chicory root fiber, peanut butter (peanuts, sea salt), alkalized cocoa, unsweetened chocolate, sea salt, natural flavor, soy lecithin."[9] Lastly, allulose is the third-listed ingredient for the "Raspberry Vanilla Cashew" bar: "Cashews, almonds, allulose, tapioca fiber, brown rice flour, dried

[7] *Caramel Almond and Sea Salt*, *supra* note 1.
[8] *Dark Chocolate Nuts and Sea Salt*, *supra* note 1.
[9] *Peanut Butter Dark Chocolate*, *supra* note 1.

raspberries, monk fruit concentrate syrup, sea salt, soy lecithin, citric acid, Madagascar vanilla bean powder, natural flavor."[10]

36. Under federal labeling law, ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a)(1). The fact that allulose is identified as the second or third ingredient further demonstrates that allulose is a substantial component of the Products, rather than a de minimis or incidental ingredient.

37. Thus, Defendant's own Nutrition Labels and Ingredient Lists establish the presence of a high quantity of allulose in the Products.

**Defendant's Zero Sugar Representations on the Product Packaging is Misleading.**

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

39. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c).

40. By contrast, the Zero Sugar Representations appear outside the Nutrition Facts panel on the Products' front labels and expressly characterize the level of sugar in the Products. 21 C.F.R. § 101.13(b).

41. Nutrient-content claims are strictly prohibited unless specifically authorized by FDA regulations. 21 C.F.R. § 101.13(b) states, "[a] claim that expressly or implicitly

[10] *Raspberry*, *supra* note 1.

characterizes the level of a nutrient of the type required to be in nutrition labeling under § 101.9 or under § 101.36 (that is, a nutrient content claim) may not be made on the label or in labeling of foods unless the claim is made in accordance with this regulation and with the applicable regulations in subpart D."

42. Under 21 C.F.R. § 101.60(c)(1), a food may not be labeled as "sugar free" or "zero sugar" 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 or, in the case of a meal product or main dish product, less than 0.5 g of sugars 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".

43. Upon information and belief, the Products do not comply with these requirements. The Products are "misbranded" under federal law because the labels bear impermissible and deceptive nutrient-content claims. 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), 101.13(c), 101.60(c)(1). Misbranded food products may not lawfully be introduced into or delivered for introduction into interstate commerce. 21 U.S.C. § 331(a).

44. The Illinois Food, Drug, and Cosmetic Act ("IFDCA"), 410 ILCS 620/1 et seq., incorporates applicable federal regulations into Illinois law. 410 ILCS 620/21(j) ("A federal

regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation.”). Therefore, Defendant’s Zero Sugar Representations also violate Illinois regulations.

45. Plaintiffs do not seek to enforce the FDCA or the IFDCA. Instead, they seek relief under the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq, or, under the theory of unjust enrichment.

46. Because Defendant prominently, openly, and repeatedly represents to consumers that the Products contain “ZEROg Added Sugar.” Thus, the Zero Sugar representations are objectively false and misleading.

47. A consumer examining the front of the Products’ package would see the prominent “ZEROg Added Sugar” claim positioned directly below the product name. The placement and prominence of the Zero Sugar Representations establish that the claims are a key selling feature.

48. Reasonable consumers are not required to scrutinize the back label of a product, examine ingredient lists, or conduct independent scientific research to verify express claims made on the front of the packaging. When a manufacturer makes an affirmative representation on the front label, consumers may reasonably rely on that representation without conducting additional investigation.

49. An ordinary consumer who examines the Nutrition Facts panel encounters a declaration stating, “0g Added Sugars.” This declaration reinforces the misleading impression created by the front-label “ZEROg Added Sugar” claim; they do not dispel it.

50. Even if a reasonable consumer notices “allulose” listed in the ingredients, the consumer has no reason—based on the conspicuous “ZEROg Added Sugar” claim and the “0g

Added Sugars" declaration—to understand that allulose is a sugar. Consumers possess varying levels of knowledge about food chemistry and ingredient formulations. The average consumer cannot be expected to possess specialized knowledge of whether specific ingredients are classified as sugars under FDA regulations.

51. Defendant bears responsibility for ensuring that its express label representations are truthful and not misleading. Ordinary consumers are entitled to rely on such representations without conducting independent investigation or possessing technical expertise.

**Defendant Knew the Products Contain Substantial Amounts of Allulose.**

52. Defendant knew that the Products contained substantial amounts of allulose before placing the Products on the market. Upon information and belief, Defendant was also aware that allulose is a sugar.

53. Defendant necessarily possessed this information because Defendant controls the Products' formulation, ingredient specifications, manufacturing, packaging, labeling, and marketing.

54. Defendant also knew that consumers would encounter and consider the Zero Sugar Representations when deciding whether to purchase the Products. The product packaging and advertisements highlight the "ZEROg Added Sugar" nature of the Products.

55. Upon information and belief, Defendant selected and used the Zero Sugar Representation as part of a deliberate marketing strategy designed to distinguish the Products from competing products, including less costly versions of other granola bars containing conventional sugar, and to appeal to consumers willing to pay a premium for products without added sugar.

56. Defendant's repeated use of the Zero Sugar Representations on the Products' packaging and in its advertising was not the result of an isolated printing error, inadvertent omission, or one-time mistake. Rather, Defendant incorporated the representations into the Products' branding and marketing and sold the Products to customers while using those representations.

57. Defendant's use of the representations despite its knowledge of the Products' formulation further demonstrates that the representations were an intentional and material component of Defendant's marketing and sale of the Products.

58. Upon information and belief, Defendant continues to market and sell the Products using the Zero Sugar Representations.

59. Defendant had the ability to accurately describe the Products or to simply make no nutrient-content claim concerning added sugar at all. Instead, Defendant affirmatively chose to market and sell the Products using the Zero Sugar Representations, thereby inducing consumers seeking products without added sugar to purchase the Products.

**Plaintiffs and Consumers Were Injured by Defendant's Misrepresentations.**

60. Plaintiffs purchased the Products for personal, family, or household use and not for resale.

61. Plaintiffs purchased the Products at various locations, including Target, Walmart, Meijer, and local convenience stores.

62. Before purchasing the Products, the Plaintiffs encountered Defendant's Zero Sugar Representations on the front label and product listing which Plaintiffs understood to mean that the Products contained no added sugar.

63. The Zero Sugar Representations are material. Whether a food product contains added sugar is a characteristic that a reasonable consumer, acting reasonably under the circumstances, would consider important in deciding whether to purchase it. Defendant's own conduct confirms materiality: Defendant placed the representation on the front of every package and charged a premium for the Products bearing it.

64. Had Plaintiffs known that the Products contained added sugar, they would not have purchased the Products or would have purchased them only for substantially less money.

65. The Products were worth less than they would have been had they actually conformed to Defendant's representation that they contained "ZEROg Added Sugar."

66. Defendant charges a higher price for its "ZEROg Added Sugar" Products than for comparable products that do not bear the Zero Sugar Representation. For example, on Amazon, a box of 6 regular Dark Chocolate Nuts & Sea Salt bars was priced at $7.48, or $0.89/ounce, while a box of 5 ZEROg Added Sugar Dark Chocolate Nuts & Sea Salt bars was priced at $7.28, or $1.17/ounce, about a 32% per-ounce premium for the ZEROg Added Sugar bars.[11]

[11] *KIND Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, Gluten Free, Low Sugar, High Fiber Snacks, 6g Protein, 6 Count*, Amazon.com, https://www.amazon.com/KIND-Dark-Chocolate-Nuts-Salt/dp/B085WT6D2D (last visited Nov. 2, 2026); *Kind Zero Added Sugar Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, Gluten Free, High Fiber, Keto Snacks, 5g Protein, 5 Count*, Amazon.com, https://www.amazon.com/KIND-Added-Friendly-Snacks-Chocolate/dp/B0C86P5W3K (last visited Nov. 2, 2026).




KIND Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, Gluten Free, Low Sugar, High Fiber Snacks, 6g Protein, 6 Count

6 pack

Visit the KIND Store

4.7 ★★★★½ (5,318)

Amazon's Choice

**1K+ bought** in past month

$7.48 ($0.89 / ounce)

Get a $50 Amazon Gift Card instantly upon approval for Amazon Visa. No annual fee.

Get **Fast, Free Shipping** with Amazon Prime

Savings 90 days free of Amazon Music with purchase Terms

Available at a lower price from other sellers that may not offer free Prime shipping.

Flavor Name: **Dark Chocolate Nuts & Sea Salt**

| | | |
|---|---|---|
| Almond & Coconut | Blueberry Vanilla Cashew | Caramel Almond & Sea Salt |
| Cranberry Almond | Dark Chocolate Almond Coconut | Dark Chocolate Cherry Cashew |
| Dark Chocolate Mocha Almond | **Dark Chocolate Nuts & Sea Salt** | Dark Chocolate Raspberry Pumpkin |




Kind Zero Added Sugar Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, Gluten Free, High Fiber, Keto Snacks, 5g Protein, 5 Count

5 pack

Visit the KIND Store

4.6 ★★★★½ (3,349)

**6K+ bought** in past month

$7.28 ($1.17 / ounce)

Get $50 off instantly: Pay $0.00 ~~$7.28~~ upon approval for Amazon Visa. No annual fee.

Get **Fast, Free Shipping** with Amazon Prime

Savings 90 days free of Amazon Music with purchase Terms

Available at a lower price from other sellers that may not offer free Prime shipping.

Flavor Name: **Dark Chocolate Nuts & Sea Salt**

| | | |
|---|---|---|
| Caramel Almond & Sea Salt | **Dark Chocolate Nuts & Sea Salt** | Dark Chocolate Nuts & Sea Salt, Caramel… |
| Peanut Butter Dark Chocolate | | |

Size: **5 Count (Pack of 1)**

| **5 Count (Pack of 1)** | **5 Count (Pack of 2)** | **5 Count (Pack of 6)** |
|---|---|---|
| $7.28 ($1.17 / ounce) | $14.56 ($1.17 / ounce) | $37.08 ($1.00 / ounce) ~~$40.74~~ |

67. Plaintiffs paid a price that incorporated the value of the Defendant's Zero Sugar Representations, but received Products that did not conform to those representations.

68. Plaintiffs therefore suffered economic injury at the point of purchase because they did not receive the benefit of the bargain for which they paid. Instead, Plaintiffs received Products that contained allulose, an added sugar, despite Defendant's representation that the Products contained "ZEROg Added Sugar."

69. Plaintiffs' injuries were caused by Defendant's misrepresentations. The challenged representations concern an important characteristic of the Products that Defendant affirmatively placed before consumers as a reason to purchase them.

70. The same deception affected other consumers who purchased the Products after encountering the Zero Sugar Representations. Those consumers were exposed to the same materially misleading representations, purchased Products containing a substantial amount of sugar, and received Products that did not conform to Defendant's representations.

71. As a direct and proximate result of Defendant's deceptive, misleading, unfair, and unlawful conduct described above, Plaintiffs and members of the proposed Classes were injured in fact and suffered ascertainable economic losses when they paid a premium for products bearing Defendant's false or misleading Zero Sugar Representations. The foregoing allegations establish Plaintiffs' and the proposed Class members' claims arising from Defendant's common course of conduct, which forms the basis for the class allegations set forth below.

## CLASS ACTION ALLEGATIONS

72. Plaintiffs bring this action on behalf of themselves and all others similarly situated pursuant to Federal Rules of Civil Procedure 23. The proposed classes are defined below (collectively, the "Classes"):

> **Illinois Class**: All persons who, during the maximum period of time permitted by law, purchased the Products in Illinois for personal, family, or household use, and not for resale.

**Nationwide Class**: All persons in the United States who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal, family, or household use, and not for resale.

73. Excluded from the Classes are: (i) Defendant, its assigns, successors, and legal representatives; (ii) any entities in which Defendant has controlling interests; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, councils, and/or subdivisions; (iv) any judicial officer presiding over this matter and persons within the third degree of consanguinity to such judicial officer; and (v) Plaintiffs' counsel and Defendant's counsel.

74. Plaintiffs reserve the right to amend or otherwise alter the class definitions presented to the Court at the appropriate time in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

75. **Numerosity:** Members of the Classes are so numerous that joinder of all members is impracticable. Upon information and belief, the Classes consist of thousands of purchasers. Accordingly, it would be impracticable to join all members of the Classes before the Court

76. **Predominance of Common Questions of Law and Fact**: There are numerous questions of law or fact common to all members of the putative Classes. Included within the common questions of law or fact are:

a. Whether the Products contain allulose and, if so, the amount of allulose contained in the Products;

b. Whether allulose is a sugar under the applicable laws, regulations, and standards governing the Zero Sugar Representations;

c. Whether Defendant represented that the Products contained "ZEROg Added Sugar," or made substantially similar nutrient-content claims;

d. Whether these representations were false, deceptive, misleading, or otherwise unlawful under the laws asserted herein;

e. Whether Defendant's labeling, packaging, advertising, marketing, and sale of the Products constituted consumer-oriented conduct and/or advertising directed to consumers;

f. Whether Defendant knew that the Products contained allulose and that the Products did not conform to the Zero Sugar Representations;

g. Whether the Zero Sugar Representations were material and likely to mislead a reasonable consumer acting reasonably under the circumstances;

h. Whether Defendant's Products are mislabeled under federal and state laws;

i. Whether Defendant's conduct caused economic injury to purchasers of the Products and the appropriate method for measuring such injury; and

j. Whether Plaintiffs and members of the Classes are entitled to actual damages or statutory damages and, if so, in what amount.

77. **Typicality**: Plaintiffs' claims are typical of the claims of the members of the Classes they seek to represent. Plaintiffs, like the members of the Classes, purchased Defendant's Products labeled with Defendant's deceptive Zero Sugar Representations. Plaintiffs purchased the Products during the applicable class period and were exposed to the same challenged Zero Sugar Representations. Plaintiffs suffered the same type of economic loss as the other members of the classes. Plaintiffs' and the Classes members' claims are based on the same legal theories and arise from the same course of conduct by Defendant.

78. **Adequacy**: Plaintiffs are adequate representatives because they have no interests adverse to those of the Classes, are committed to the vigorous prosecution of this action, and have retained skilled and experienced counsel. Plaintiffs will fairly and adequately represent and protect the interests of the Class as required by Fed. R. Civ. P. 23(a)(4).

79. **Superiority**: A class action is superior to all other available methods for the fair and efficient adjudication of the claims asserted in this action. Common questions of law and fact predominate over any questions affecting only individual members of the Classes, and a class action is superior because the common issues can be resolved through common evidence and a single adjudication. Individual joinder of all members of the Classes is impracticable, and no other available method of adjudication would provide a more efficient or consistent means of resolving the claims asserted herein. The prerequisites to maintaining this action pursuant to Fed. R. Civ. P. 23(b)(3) are satisfied for at least the following reasons:

a. The central issues in this action, including whether the Products contain allulose, whether allulose constitutes sugar under the applicable laws and regulations, what Defendant represented concerning the Products' sugar content, whether those representations were false or misleading, whether Defendant knew the Products did not conform to those representations, and whether Defendant's conduct violated the applicable consumer-protection statutes, are common to the Class and predominate over any individual questions;

b. The Zero Sugar Representations were disseminated to consumers through common labeling, packaging, advertising, and marketing materials, such that the principal evidence concerning Defendant's conduct, the content of the

representations, and their alleged falsity or misleading nature will be common to the Classes;

c. To the extent individual issues exist concerning the circumstances of particular purchases, such issues do not predominate over the common questions because liability will principally turn on Defendant's uniform conduct, the Products' characteristics, the Defendant's representations, and the applicable law;

d. The economic injury alleged by Plaintiffs and the Classes arises from the same alleged misconduct and can be established through common evidence and a common methodology. Individual differences, if any, in the amount paid, purchase date, quantity purchased, or resulting monetary recovery do not defeat predominance where the existence and methodology of the alleged injury can be established through common proof;

e. Given the relatively modest value of individual members of the Classes claims compared with the cost and burden of individual litigation, many members of the Classes would have little incentive or ability to pursue their claims individually. A class action therefore provides an effective mechanism for members of the Classes to obtain relief for alleged injuries that might otherwise go unremedied;

f. Members of the Classes have no substantial interest in individually controlling the prosecution of separate actions because the claims arise from Defendant's common course of conduct and present substantially overlapping factual and legal issues;

g. Concentrating the claims in a single proceeding is desirable because the alleged misconduct involves common Products, common representations, common

labeling and marketing practices, and common questions concerning Defendant's conduct. A single proceeding will promote consistent adjudication of those issues and avoid unnecessary duplication of discovery, motion practice, expert testimony, and trial proceedings;

h. Individual litigation would create a substantial risk of inconsistent or varying adjudications concerning the same Products, Representations, and underlying conduct. Class-wide adjudication will promote consistency and judicial economy;

i. There are no pending individual actions known to Plaintiffs that would make separate adjudication a preferable method of resolving the controversy, and concentrating the claims in this forum is desirable and efficient; and

j. This action is manageable as a class action because the central liability issues are capable of resolution through common evidence and because any individualized issues concerning damages or other forms of relief can be addressed through appropriate class-wide methodologies, claim procedures, or other case-management mechanisms ordered by the Court.

## CLAIMS FOR RELIEF

### COUNT I
### VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT 815 § 505/1 ET SEQ. ("ICFA")
### (on Behalf of Plaintiffs and the Illinois Class)

80. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

81. Plaintiffs bring this claim on behalf of themselves and the Illinois Class against Defendant.

82. Plaintiffs and other Illinois Class members are persons within the context of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1(c).

83. Defendant is a person within the context of the ICFA, 815 ILCS 505/1(c).

84. Plaintiffs and the proposed Illinois Subclass are "consumers" who purchased the Products for personal, family, or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

85. In its sale of the Products throughout the State of Illinois, at all relevant times herein, Defendant conducted business and trade within the meaning and intendment of the ICFA, 815 § 505/2.

86. The ICFA, 815 ILCS 505/2, prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

87. The ICFA prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices, including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the Uniform Deceptive Trade Practices Act ("UDTPA"). 815 ILCS 505/2.

88. By the acts and conduct alleged herein, Defendant engaged in deceptive, unfair, and misleading acts and practices by conspicuously representing on the Products' front labels that the Products contained zero added sugar. Those representations are false or misleading because Defendant adds allulose—a sugar—to each Product during processing. The Products do not conform to Defendant's Zero Sugar Representations.

89. The foregoing deceptive acts and practices were directed at consumers.

90. The foregoing deceptive acts and practices are misleading in a material way because they misrepresent the nature, composition, sugar content, quality, and value of the Products.

91. As a result of Defendant's deceptive practices, the Illinois Class members suffered an economic injury because they would not have purchased the Products, or would have paid less for them, had they known that Defendant adds a sugar to the Products and did not conform to the Zero Sugar Representations.

92. On behalf of themselves and the Illinois Class members, Plaintiffs seek to recover actual economic damages, and reasonable attorneys' fees and costs, as provided under ILCS 815 505/10a. Plaintiffs and the Illinois Class are also entitled to injunctive relief, seeking an order enjoining Defendant's unfair and/or deceptive acts or practices.

## COUNT II
## UNJUST ENRICHMENT
## (On Behalf of Plaintiffs and the Nationwide Class)

93. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

94. Plaintiffs bring this claim individually and on behalf of the Nationwide Class against Defendant.

95. Plaintiffs and the Nationwide Class members conferred a benefit on Defendant in the form of revenues Defendant derived from their purchases of the Products.

96. Defendant knew of the benefit Plaintiffs and the Nationwide Class conferred on it.

97. Defendant has been unjustly enriched by retaining revenues from Plaintiffs' and Nationwide Class members' purchases. That retention is unjust because Defendant

misrepresented that the Products are labeled "ZEROg Added Sugar" causing purchases that otherwise would not have occurred or would have occurred only at lower prices.

98. Defendant accepted and retained the benefit of revenues derived from sales of the Products to Plaintiffs and the Nationwide Class.

99. Defendant has thereby profited under circumstances that make it unjust for Defendant to retain the benefit.

100. Plaintiffs and the Nationwide Class are therefore entitled to restitution in the form of revenues derived from Defendant's sale of the Products.

101. As a direct and proximate result of Defendant's actions, Plaintiffs and the Nationwide Class have suffered damages in an amount to be proven at trial.

102. Plaintiffs and the Nationwide Class have suffered injury in fact and lost money as a result of Defendant's conduct.

103. Plaintiffs and the Nationwide Class lack an adequate remedy at law with respect to this claim and seek equitable relief as allowed by law.

104. Legal remedies available to Plaintiffs and the Nationwide Class are inadequate because they are not as prompt, certain, or efficient as equitable relief. Damages are not as certain as restitution because the standard that governs restitution is different from the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiffs have failed to adduce sufficient evidence to support an award of damages. Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles plaintiffs to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize.

Legal claims for damages are not as certain as restitution because such claims require different elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

105. Equitable relief is appropriate because Plaintiffs may lack an adequate remedy at law if, for instance, damages resulting from their respective purchases of the Products are determined to be less than the price premiums they paid. Without compensation for the full price premiums, Plaintiffs and the Nationwide Class would be left without the parity in purchasing power to which they are entitled.

## PRAYER FOR RELIEF

**WHEREFORE,** Plaintiffs, on behalf of themselves and each member of the proposed Classes, respectfully requests that the Court enter judgment in their favor and for the following specific relief against Defendant as follows:

a. That the Court declare, adjudge, and decree that this action is a proper class action and certify the proposed class under Federal Rule of Civil Procedure Rule 23, including the appointment of Plaintiffs' counsel as Class Counsel;

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

c. For an order finding in favor of Plaintiffs and the Classes on all counts asserted herein;

d. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury, consistent with applicable law and only under causes of action that permit such relief;

e. For prejudgment interest on all amounts awarded;

f. For an order of restitution 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 Plaintiffs' and the Classes' reasonable attorneys' fees, expenses, and costs of suit.

**JURY DEMAND**

Plaintiffs, on behalf of themselves and each member of the proposed Classes, hereby demand a trial by jury for all issues triable by jury.

Dated: November 5, 2026

Respectfully submitted.

*/s/ Kelly K. Iverson*

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