

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

JORI VELAZQUEZ, individually and on behalf
of others similarly situated,

Plaintiff,

v.

**GRÜNS NUTRITION, INC., and UNILEVER
UNITED STATES, INC.,**

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Jori Velazquez (“**Plaintiff**”), individually and on behalf of all others similarly situated, by and through her attorneys, brings this Class Action Complaint against Defendant Grüns Nutrition, Inc. (“Grüns”) and Unilever United States, Inc. (“Unilever”), (collectively “**Defendants**”) for violations of state statutes and common law doctrines seeking actual damages, statutory damages, restitution, pre- and post-judgment interest, and reasonable costs and attorneys’ fees upon personal knowledge as to herself and her own actions, and upon information and belief, including the investigation of her counsel as follows:

NATURE OF THE ACTION

1. This class action challenges Defendants’ false and misleading marketing of their allulose-sweetened dietary supplement gummies products (“**Products**” or “**Gummies**”), sold in grocery and department stores nationwide.

2. Plaintiff, subclass and class members, who have purchased these Products, bring this Action because of material representations which are false and misleading: Defendants market and advertise the Products as “Sugar Free,” as well as containing “Only 1g of Net Carbs” and “0g Added Sugar” (collectively, the “**Representations**”). However, unbeknownst to reasonable consumers, the Products do in fact contain sugar in the form of allulose. Allulose is a

monosaccharide and therefore sugar under the applicable federal and Illinois labeling standards. It is not present in trace amounts; it is the first-listed and predominant ingredient by weight.

3. Defendants' own labeling admits the Products contain between six to nine grams of allulose per serving. Nine grams of sugar per serving is more than eighteen times the maximum amount of sugar (less than 0.5 grams) that federal and Illinois law permit in a product labeled "sugar free." 21 C.F.R. § 101.60(c)(1)(i); 21 C.F.R. § 101.9(c)(6)(ii).

4. Defendants made its Representations about "zero" sugar in its Products in order to induce health-conscious consumers, like Plaintiff, to purchase the Products. But these representations are categorically misleading and false. Images of some of the Products at issue are immediately below. Each Product, including those marketed towards children, contains a front label "Sugar Free" claim. In addition, on third party retailer sites such as Target (www.target.com) and Walmart (www.walmart.com), the respective titles of the Products prominently include "Sugar Free" as illustrated below:



ONLY 1 g OF NET CARBS

1 g 15 g 7 g 7 g
 Net = Total - Dietary - Allulose
 Carbs Carbs Fiber



Categories

Deals

Pickup & delivery

What can we help you find?



Shop all Grüns

Grüns Adult Sugar Free Mango Superfoods Greens Gummies

☆☆☆☆☆ [be the first!](#)

\$6.39 (\$0.27/count)

Add to cart

See full details

Shop Seed supplements for
sleep, energy & nutrition

Sponsored

5. For as long as consumable goods have been sold, “healthwashing,” which is the instigation of a sale of a consumer product by making it appear healthier than it is, has led consumers to buy products that either do not actually have any health benefits or are, in some cases, harmful. The instant case is a classic occurrence of health-washing. Here, Defendants uses false advertising and deceptive conduct which promises health-related benefits, but pose health hazards to individuals who limit their sugar intake due to health-related conditions such as diabetes, hypertension, obesity, cardiovascular issues, or other health concerns. To compound matters, the misrepresentations made on the Products are not only potentially harmful, but command a price premium consistent with these misrepresentations that Plaintiff and class members would not have paid had they known that Defendants’ representations are false and misleading. The Products also intentionally contain no warning whatsoever about potential risks and the tendency to cause health risks.

6. Against this backdrop, Plaintiff, subclass and class members, on behalf of themselves and all others similarly situated, bring this Action seeking actual damages, statutory damages, restitution, pre- and post-judgment interest, and reasonable costs and attorneys’ fees under state statutes and common law doctrines due to Defendants’ intentional failure to ensure that the Products were distributed, produced, and sold in a manner consistent with advertising. As a result of the foregoing, Plaintiff, subclass, and class members (defined below) were harmed by paying a price premium for the Products which they otherwise would not have paid due to the misrepresentations made on the Products packaging and in advertising or would not have purchased the Products at all.

JURISDICTION AND VENUE

7. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d) because (1) the matter in controversy exceeds the sum or value of

\$5,000,000, exclusive of interest and costs, (2) the action is a class action, (3) there are members of the Class who are diverse from Defendant, and (4) there are more than 100 Class members. This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367 because they form part of the same case or controversy as the claims within the Court's original jurisdiction.

8. This Court has personal jurisdiction over the Defendants because the claims asserted in this complaint arise from Defendants' contacts with this District. Defendants have been afforded due process because they have, at all times relevant to this matter, individually or through their agents, subsidiaries, officers, and/or representatives, operated, conducted, engaged in, and carried on a business venture in Illinois, and/or marketed, advertised, distributed and/or sold the Products, committed a statutory violation within Illinois related to the allegations made herein, and caused injuries to Plaintiff and the putative class members, which arose out of the acts and omissions that occurred in the state of Illinois, during the relevant period. At that time, Defendants were engaged in business activities in Illinois.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Illinois. Venue is also proper pursuant to 28 U.S.C. § 1391(c) because Defendants conduct substantial business in this District, has sufficient minimum contacts with this District, and otherwise purposely avails itself of the markets in this District through the promotion, sale, and marketing of the Product in this District. Venue is also proper because Plaintiff resides in this District.

PARTIES

Plaintiff Jori Velazquez

10. Plaintiff Jori Velazquez is an individual consumer who, at all times material hereto, is and was a resident and citizen of Franklin Park, Illinois.

11. Ms. Velazquez purchased Grüns branded “Sugar Free” Gummies in or around July 2026, during the relevant statutory limitations period. Plaintiff purchased the Product at a Target store in Melrose Park, Illinois.

12. Ms. Velazquez reviewed and relied upon the Product’s Representation of “Sugar Free” when purchasing. She paid a price premium and would not have purchased the Product but for the “Sugar Free ” claim.

Defendants

13. Defendant Grüns is a citizen of Delaware, where it is incorporated, and of Oregon, where it maintains its principal place of business. Defendant Unilever is a citizen of Delaware, where it is incorporated, and of New Jersey, where it maintains its principal place of business.

14. Defendants sell the Products throughout the United States, including Illinois. The Products, including those purchased by Plaintiff and the proposed class members, are available at various retail and grocery stores throughout the United States, including Illinois. Defendants authorized the false, misleading, and deceptive marketing, advertising, distribution, and sale of the “Sugar Free” Product to consumers nationwide, including Illinois.

COMMON FACTUAL ALLEGATIONS

Consumers Seek Out and Pay More for Products That Contain No Sugars

15. It is well known that consuming added sugar can present a variety of dangerous health conditions, such as obesity, diabetes, and cardiovascular disease—indeed, the “right amount of added sugar” is “[a]s little as possible.”¹

16. For decades, federal health authorities have recommended limiting added sugar

¹ *The Sweet Danger of Sugar*, Harv. Health Publ’g (Apr. 6, 2026), <https://www.health.harvard.edu/diabetes-and-metabolic-health/the-sweet-danger-of-sugar> (reviewed by Mallika Marshall, M.D.).

intake.² In light of this clear, long-standing guidance from medical authorities, consumer demand for low- and no-sugar products has grown substantially. Recent surveys report that 75% of U.S. consumers and 83% of consumers globally are limiting or avoiding sugar in their diets.³

17. Food and beverage manufacturers are acutely aware of this demand and of the premium consumers will pay to satisfy it. Products labeled “sugar free” command higher prices than comparable products that do not bear those claims, and manufacturers reserve the front principal display panel of their packaging for the claims they believe will most motivate a purchase.

18. Defendants have capitalized on that demand. It markets Products whose predominant ingredient is allulose, a sugar, while labeling and advertising them as “Sugar Free.” Defendants thereby obtained an unfair competitive advantage over competitors whose sugar-free claims are true, at the expense of unwitting consumers.

Defendants’ False and Misleading Representations

19. Defendants manufacture, markets, and sells its Grüns branded “Sugar Free ” Gummies. The Products are sold at major retailers throughout Illinois and the United States, including Target and Walmart, as well as grocery stores.

20. On the front label of the Products, Defendants prominently represents that the Products are “Sugar Free.” For certain variants, Defendants report 0g of Sugar on the Nutrition

² See, e.g., U.S. Dep’t of Health & Hum. Servs., *The Surgeon General’s Call to Action to Prevent and Decrease Overweight and Obesity* 35 (2001), https://stacks.cdc.gov/view/cdc/28023/cdc_28023_DS1.pdf; U.S. Dep’t of Health & Hum. Servs., Office of the Surgeon General, *The Surgeon General’s Vision for a Healthy and Fit Nation: Background on Obesity* (Jan. 2010), <https://www.ncbi.nlm.nih.gov/books/NBK44656/>

³ See *Int’l Food Info. Council*, 2025 IFIC Food & Health Survey: A Focus on Sugars & Sweeteners 5, 9 (Dec. 2025) (reporting that 75% of surveyed Americans were trying to limit or avoid sugar), <https://ific.org/wp-content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf>; ADM, ADM Launches Sweet Insights Tool for Navigating Sugar Reduction Trends, Worldwide (reporting that 83% of 13,900 surveyed consumers across 15 countries were limiting or avoiding sugar), <https://www.adm.com/en-us/news/adm-stories/adm-launches-sweet-insights-tool-for-navigating-sugar-reduction-trends-worldwide>.

Facts panel, but disclose on the back of the packaging that the Products contain up to “9g Allulose Per Serving”⁴:

ONLY 1 g OF NET CARBS			
1g Net Carbs	=	16g Total Carbs	- 6g Dietary Fiber
			- 9g Allulose
Suggested Use: Take no more than one pack per day.			
Supplement Facts			
Serving Size: One Pack (20 g) Servings Per Container: 12			
Amount Per Serving			% DV
Calories		20	
Total Carbohydrate	16 g		6%**
Dietary Fiber	6 g		21%**
Total Sugars	0 g		†

21. Defendants disseminated the Representations through the Products’ packaging, Target.com, Walmart.com, and other online marketing. On Walmart.com, Defendants advertises the Products as “Sugar Free” and containing “0g added sugars.” True and correct screenshots of Defendants’ Products from Walmart.com product listings:⁵

Grüns Sugar Free Superfood Multivitamin Greens Gummies for Adults, 12 Count

★ ★ ★ ★ ★ (4.6) 6,769 ratings

Size: 12

3	12	24
\$6.00	\$19.97	\$35.94
\$2.00/count	\$2.36/oz	\$2.12/oz

Key item features

- Multivitamin gummies with 60+ ingredients
- 6g of prebiotic fiber for daily digestive support
- Adaptogens for everyday balance
- 21 vitamins and minerals
- Vegan, gluten free, no artificial dyes or flavors
- Available in low sugar or sugar free options
- 0g of Added Sugars
- One sachet of gummies, daily

View all item details

⁴ <https://www.target.com/p/n-252-trops-by-gr-252-ns-sugar-free-functional-nootropics-for-brain-health-mushroom-gummies-96ct-12pk/-/A-94716319#lnk=sametab> (last accessed on September 8, 2026)

⁵ <https://www.walmart.com/ip/Gr-ns-Adult-Superfood-Greens-Sugar-Free-Gummies-60-Organic-Ingredients-21-Vitamins-Minerals-12-Servings/14289809117> (last accessed on September 8, 2026).

22. Defendants likewise disseminate the Representations through several grocery stores and online shopping platforms such as Instacart. As depicted below, the Product is promoted as being “Sugar Free.”

23. The Representations communicate to reasonable consumers that the Products contain no sugar. That is the plain and ordinary meaning of “Sugar-Free,” “Sugar Free ,” and “0g Sugar,” and federal and Illinois law prescribe an objective standard governing when those terms may be used.

24. “Sugar-Free” is an absolute, objective, and quantitative claim concerning a measurable physical attribute of the Products. Federal law permits that claim only when a product contains less than 0.5 grams of sugar per reference amount customarily consumed and per labeled serving, together with the regulation’s other requirements. The Products’ “0g” Nutrition Facts declarations further reinforce the no-sugar message to consumers, making it impossible for consumers to discover that the Products do, in fact, contain sugar.

Allulose Is a Sugar

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

26. In *Franco v. Chobani, LLC*, the Seventh Circuit recently confirmed that allulose

⁶ Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).

is a sugar under federal labeling regulations. No. 25-2087, 2026 WL 2150193 (7th Cir. July 27, 2026). The court explained that 21 C.F.R. § 101.9(c)(6)(ii) defines “Total Sugars” as the sum of all free mono- and disaccharides and, because allulose is undisputedly a monosaccharide, it falls squarely within that definition. Accordingly, under the governing federal regulations, allulose is a sugar.

27. The industry also recognizes that allulose is a sugar. Indeed, one of the most predominant manufacturers of commercial-grade allulose has acknowledged that “[a]llulose is a monosaccharide, or simple sugar”⁷ and has noted in multiple FDA filings that “Allulose is a monosaccharide and is classified as a sugar.”⁸ Numerous medical and health-focused websites consistently refer to allulose as a “naturally occurring sugar.”⁹

28. Not only is allulose a sugar, but its use as an additive can cause gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.¹⁰ A large clinical trial on the gastrointestinal tolerance of allulose determined that, compared to traditional cane sugar, consumption of allulose resulted in significantly higher frequencies of symptoms of diarrhea, abdominal distention, and abdominal pain, and that increasing the level of ingested allulose resulted in incidences of severe nausea, abdominal pain, headache, anorexia, and diarrheal symptoms.¹¹

⁷ *Tate & Lyle Study*, Aug. 13, 2018, at p. 6, <https://www.regulations.gov/document/FDA-2015-P-1201-0014> (“Allulose is a monosaccharide, or simple sugar, that naturally presents in small quantities in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown sugar.”)

⁸ Citizen Petition Submitted by Tate & Lyle Ingredients Americas LLC requesting that Allulose be Exempt From Being Included As a Carbohydrate, Sugar, or Added Sugar in the Nutrition Facts Label on Foods and Beverages, April 10, 2015, Docket Number FDA-2015-P-1201.

⁹ See, e.g., *Cleveland Clinic, What You Need To Know About Allulose* (Nov. 4, 2024), <https://health.clevelandclinic.org/what-is-allulose> (last visited Aug. 28, 2026).

¹⁰ *Memorandum from Center for Science in the Public Interest to Food and Drug Administration* (June 17, 2019), <https://cspinet.org/sites/default/files/attachment/allulose%20final%20from%20CSPI.pdf>

¹¹ Han Y, Choi BR, Kim SY, Kim SB, Kim YH, Kwon EY, & Choi M.S., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial*. *Nutrients*, 2018 Dec 19;10(12):2010, doi: 10.3390/nu10122010.

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

30. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c). By contrast, Defendants’ separate “Sugar-Free,” “Sugar Free ,” and “0g Sugar” representations expressly characterize the level of sugar in the Products and are nutrient-content claims governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(1).

31. The “Sugar-Free,” “Sugar Free ,” and “0g Sugar” statements on the Products’ packages and other labeling are nutrient-content claims because they expressly characterize the level of sugar. 21 C.F.R. § 101.13(b). Defendants’ advertisements repeat the same challenged message and are also alleged as misleading under applicable state law.

32. Nutrient content claims are strictly forbidden unless specifically allowed under FDA regulations. 21 C.F.R. § 101.13(b) (“A claim that expressly or implicitly characterizes the level of a nutrient of the type required to be in nutrition labeling under § 101.9 or under § 101.36 (that is, a nutrient content claim) may not be made on the label or in labeling of foods unless the claim is made in accordance with this regulation and with the applicable regulations in subpart D . . .”).

33. Within Subpart D, section 101.60(c)(1) specifically governs the use of the “sugar free” and “Sugar Free ” nutrient content claims at issue in this case. That regulation provides that terms such as “sugar free,” “free of sugar,” “no sugar,” “Sugar Free ,” “without sugar,”

“sugarless,” and “trivial source of sugar” may not be used on the label or in labeling of a food unless, among other requirements:

(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.”

34. 21 C.F.R. § 101.60(c)(1)(i)–(ii). These quoted requirements are conjunctive; each must be satisfied.

35. The Products do not comply with these regulations. To determine the amount of sugar in a food, section 101.60(c)(1)(i) cross-references 21 C.F.R. § 101.9(c)(6)(ii), which provides that “[t]otal sugars shall be defined as the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose).” Allulose, as a monosaccharide epimer of fructose, falls squarely within that definition. The allulose in the Products must, therefore, be included when calculating the amount of sugars for purposes of the 0.5-gram threshold in section 101.60(c)(1)(i).

36. By Defendants’ own admission on the Products’ labels, each serving of the Products contains either eight or thirteen grams of allulose, depending on the variant. Those amounts of sugar, by themselves, are at least twenty-six times the FDA’s threshold for labeling a product “sugar free” or “Sugar Free ” under section 101.60(c)(1)(i). The Products therefore cannot lawfully bear the Representations.

37. Defendants’ “adds a dietarily insignificant amount of sugar” disclaimer does not save the claims. The disclaimer option under section 101.60(c)(1)(ii) is available only where the

independent under-0.5-gram requirement of section 101.60(c)(1)(i) is also met, which it is not.

38. Moreover, at least eight or thirteen grams per serving is not a “trivial,” “negligible,” or “dietarily insignificant” amount of sugar, so the disclaimer is itself false and misleading.

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

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

Defendants’ Conduct Violates Illinois’ Food Labeling Laws

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

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

43. The IFDCA also incorporates applicable federal food-labeling regulations into Illinois law. *See* 410 ILCS 620/21(j) (“[a] federal regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation.”). Federal regulations provide that “sugars” include “all free mono- and disaccharides.” 21 C.F.R.

§ 101.9(c)(6)(ii). Allulose is a monosaccharide and therefore constitutes a sugar under this regulatory definition.

44. Federal regulations further prohibit the use of the terms “sugar free,” “Sugar Free,” “no sugar,” or other terms having the same meaning unless the food contains less than 0.5 grams of sugars per reference amount customarily consumed and per labeled serving. 21 C.F.R. § 101.60(c)(1).

45. Defendants prominently represent on the Products’ labeling and packaging that the Products are “Sugar Free” and/or contain “Sugar Free.” Those representations are false and misleading because the Products contain approximately eight or thirteen grams of allulose per serving, depending on the variant—at least twenty-six times the 0.5-gram threshold established by 21 C.F.R. § 101.60(c)(1).

46. Defendants’ representations are particularly misleading because they expressly communicate to consumers that the Products contain no sugar, when, in fact, they contain multiple grams of allulose, a sugar under the applicable regulatory definition. The Products’ labeling therefore misrepresents the nature and sugar content of the Products and fails to disclose material facts necessary to prevent Defendants’ “Sugar Free” representations from misleading consumers. *See* 410 ILCS 620/2.11.

47. Accordingly, because the Products bear “Sugar Free” nutrient-content claims despite containing approximately eight or thirteen grams of allulose per serving, the Products are misbranded under Illinois law. Defendants’ advertising, distribution, and sale of the misbranded Products therefore violate the IFDCA and the food-labeling requirements incorporated into Illinois law.

Reasonable Consumers Would Be Misled By Defendants’ Deception.

48. Reasonable consumers have no reason to look at the back label of the Products when presented with the conspicuous representation on the front of the package that the Products are “Sugar Free .” Consumers are not expected to look beyond misleading representations on the front of the package to discover that those representations are false.

49. Defendants’ deception is especially misleading because a consumer who reviews the Nutrition Facts table would encounter a 0g Total Sugars disclosure, even though the Product contains eight to thirteen grams of allulose (a sugar) per serving—at least twenty-six times the 0.5-gram cutoff for a “sugar free” claim.

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

Defendants Knew the Representations Were False

51. Defendants knew, or should have known, that the Representations were false, misleading, deceptive, and unlawful when its marketed, advertised, labeled, distributed, and sold the Products. Specifically, Defendants knew that: (a) the Products contain allulose; (b) allulose is a sugar; (c) its labels represented that the Products contained no sugar; (d) reasonable consumers would rely on those labels when purchasing; (e) consumers would not receive the represented benefit of the bargain; and (f) the Representations enabled Defendants to charge a premium for Products containing sugar.

52. Defendant, as the marketer and distributor of the Products, controlled, or participated in, making the Representations on the Products’ labels and advertisements.

Defendants could have stopped using the Representations or ensured that they were true. Despite its knowledge that consumers reasonably rely on the Representations, Defendants chose to continue using them, thereby causing consumers to buy or overpay for the Products.

Defendants' Sugar Free Claims Injured Plaintiff and the Class

53. Defendants concealed or failed to disclose material facts about the Products, including: (a) the true nature of the Products' ingredients; (b) the fact that the predominant ingredient is a sugar; (c) the fact that each serving contains six to nine grams of allulose, depending on the variant—at least eighteen times the 0.5-gram cutoff; (d) the fact that the Products are not sugar free; and (e) the fact that the Products are misbranded under federal and Illinois law when sold bearing the Representations.

54. As an immediate, direct, and proximate result of Defendants' false, misleading, and deceptive representations and omissions, Defendants injured Plaintiff and the Class Members in that they: (a) paid money for products that were not as represented; (b) paid a premium price for products that were not as represented; (c) were deprived of the benefit of the bargain because the Products they purchased differed from what Defendants warranted; (d) purchased Products worth less than represented; (e) did not receive products that met the expectations Defendants created; (f) purchased Products that Plaintiff and members of the Classes did not expect or consent to receive; (g) purchased Products containing sugar despite intending to buy only products represented to contain none; and (h) with respect to Plaintiff and members of the Illinois Subclass, purchased misbranded Products that could not lawfully have been sold in Illinois.

55. Accordingly, Plaintiff and the Class Members suffered injury in fact and lost money or property because of Defendants' wrongful conduct.

CLASS ALLEGATIONS

56. Plaintiff, individually and on behalf of all others, brings this class action pursuant to Fed. R. Civ. P. 23 on behalf of the following classes:

Illinois Class:

All persons in Illinois who, during the maximum period of time permitted by law, purchased Defendants' Products for their personal use ("Illinois Class").

Multi-State Consumer Protection Class:

All persons in the States of Illinois, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, and Washington who, during the maximum period of time permitted by law, purchased Defendants' Products for their personal use ("Multi-State Class").¹²

57. Excluded from the Class are the following individuals and/or entities: Defendants and Defendants' parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendants has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; any and all federal, state or local governments, including but not limited to its departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this litigation, as well as its immediate family members.

58. Plaintiff reserves the right to amend the above definitions or to propose subclasses in subsequent pleadings and motions for class certification.

¹² While discovery may alter the following, the states in the Consumer Fraud Multi-State Class are limited to those states with similar consumer fraud laws under the facts of this case: Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. § 325F.67, *et seq.*); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); New Jersey (N.J. Stat. § 56:8-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349 and 350); and Washington (Wash. Rev. Code § 19.86.010, *et seq.*). Plaintiff has standing to represent the proposed Multi-State Subclass. Any challenge brought by Defendants regarding Plaintiff's standing to represent any proposed class should be deferred to the class certification stage because that is what Illinois law requires.

59. This action has been brought and may properly be maintained as a class action under Federal Rule of Civil Procedure Rule 23 because there is a well-defined community of interest in the litigation, and membership in the proposed classes is easily ascertainable.

60. **Numerosity:** A class action is the only available method for the fair and efficient adjudication of this controversy, as the members of the Class are so numerous that joinder of all members is impractical, if not impossible. Members of the Classes may be notified of the pendency of this action by mail and/or publication through the distribution records of Defendants and third-party retailers and vendors.

61. **Commonality:** Plaintiff and the Class Members share a community of interests in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:

- a. Whether allulose is a sugar;
- b. Whether the Products were “Sugar Free;”
- c. Whether reasonable consumers would understand Defendants’ representations and warranties concerning the Products to be untrue and misleading;
- d. Whether Defendants’ representations and warranties were material;
- e. Whether the Products are misbranded under federal law and, with respect to the Illinois Subclass, Illinois law;
- f. Whether Defendants was unjustly enriched as a result of the unlawful conduct alleged in this Complaint;
- g. Whether Plaintiff and the members of the Classes have suffered damages as a result of Defendants’ actions and the amount of those damages;

h. Whether Plaintiff and the members of the Classes are entitled to statutory damages; and

i. Whether Plaintiff and the members of the Classes are entitled to attorneys' fees and costs.

62. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Plaintiff and all members of the Class sustained damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.

63. **Adequacy of Representation:** Plaintiff in this class action is an adequate representative of the Class in that the Plaintiff has the same interest in the litigation of this case as the Class Members, is committed to the vigorous prosecution of this case and has retained competent counsel who are experienced in conducting litigation of this nature.

64. Plaintiff is not subject to any individual defenses unique from those conceivably applicable to other Class Members or the class in its entirety. Plaintiff anticipates no management difficulties in this litigation.

65. **Superiority of Class Action:** Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member make or may make it impractical for members of the Class to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought or be required to be brought, by each individual member of the Class, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants.

66. The prosecution of separate actions would also create a risk of inconsistent rulings, which might be dispositive of the interests of the Class Members who are not parties to the adjudications and/or may substantially impede their ability to protect their interests adequately.

67. This class action is also appropriate for certification because Defendants have acted or refused to act on grounds generally applicable to Class Members, thereby requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the Class Members and making final injunctive relief appropriate with respect to the Class in its entirety.

68. Defendants' policies and practices challenged herein apply to and affect Class Members uniformly and Plaintiff's challenge of these policies and practices hinges on Defendants' conduct with respect to the Class in its entirety, not on facts or law applicable only to Plaintiff.

69. Unless a Class-wide injunction is issued, Defendants may continue to act unlawfully as set forth in this Complaint.

70. Further, Defendants have acted or refused to act on grounds generally applicable to the Class and, accordingly, final injunctive or corresponding declaratory relief with regard to the Class Members as a whole is appropriate under Federal Rule of Civil Procedure Rule 23.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF STATE CONSUMER FRAUD ACTS (On behalf of Plaintiff and the Multi-State Consumer Protection Class¹³)

71. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

72. Plaintiff brings this Count on behalf of herself and the Multi-State Consumer Protection Class against Defendant.

¹³ Plaintiff reserves the right to amend this list of states after discovery.

73. The Consumer Fraud Acts of the States in the Multi-State Consumer Protection Class prohibit unfair or deceptive business practices in trade or commerce. The specific laws at issue are:

- a. Illinois (815 ILCS 505/1, *et seq.*);
- b. Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*);
- c. Michigan (Mich. Comp. Laws § 445.901, *et seq.*);
- d. Minnesota (Minn. Stat. § 325F.67, *et seq.*);
- e. Missouri (Mo. Rev. Stat. § 407.010, *et seq.*);
- f. New Jersey (N.J. Stat. § 56:8-1, *et seq.*);
- g. New York (N.Y. Gen. Bus. Law §§ 349 and 350); and
- h. Washington (Wash. Rev. Code § 19.86.010, *et seq.*)

74. These statutes are materially similar and prohibit deceptive or unfair conduct in the course of business.

75. Defendants' uniform labeling and marketing Representation of the Product were deceptive and materially misleading.

76. Given Defendants' leading position in the consumer products and dietary supplement industry and its growing popularity as an established and trustworthy national (even international) brand, Plaintiff and reasonable consumers trusted and relied on Defendants' Representations, sustaining damages in an amount to be proven at trial.

77. In addition, Defendants' conduct showed malice, motive, and/or reckless disregard for the truth, so an award of punitive damages is appropriate.

78. Plaintiff and the other Members of the Multi-State Consumer Protection Class have standing to pursue a cause of action for violations of the Consumer Fraud Acts of the states in the

Multi-State Consumer Protection Class because Plaintiff and Members of the Multi-State Consumer Protection Class have suffered an injury in fact and lost money because of Defendants' actions set forth herein.

COUNT II
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1, et seq. ("ICFA")
(On behalf of Plaintiff and the Illinois Class)

79. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

80. Plaintiff brings this cause of action on behalf of herself and the Illinois Class Members against Defendant.

81. Plaintiff and other Class Members are persons within the context of the Illinois Consumer Fraud and Deceptive Trade Practices Act ("ICFA"), 815 ILCS 505/1(c).

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

83. At all times relevant hereto, Defendants were engaged in trade or commerce as defined under the ICFA, 815 ILCS 505/1(f).

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

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

86. 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.

87. Defendants' conduct as alleged constitutes unfair and deceptive acts and practices violating the ICFA. Defendants engaged in deceptive marketing by misrepresenting and omitting material facts regarding the sugar amount in the Product. The Representations were likely to mislead a reasonable consumer.

88. Plaintiff and the other Illinois Class Members reasonably relied upon Defendants' Representation, labeling, and omissions alleged herein regarding the Products Sugar Free claims.

89. Defendants' misconduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce, violating 815 ILCS 505/1, et seq, by representing that the Product has characteristics or benefits that it does not have.¹⁴ Defendants also did not intend to sell the products as advertised, in violation of 815 ILCS § 505/2 and 815 ILCS § 510/2(9).

90. Defendants engaged in fraudulent and/or deceptive conduct, which creates a likelihood of confusion or misunderstanding in violation of 815 ILCS § 505/2 and 815 ILCS § 510/2(3).

91. Defendants' uniform marketing claims were deceptive and materially misleading. Defendants named and labeled the Products in a way that would most impact consumer choices and gain market share. Defendants knew that consumers purchasing the Products would reasonably understand the "Sugar Free" representations to mean that the Products contained no sugar.

92. As a direct and proximate result of Defendants' violations of the ICFA, as set forth above, Plaintiff and the Illinois Class Members have suffered ascertainable money losses caused by Defendants' Sugar Free Representations. Had they been aware of the true nature of the Grün

¹⁴ See, 815 ILCS § 505/2; 815 ILCS § 510/2(7).

Gummies, Plaintiff and Class Members would have paid less for the Products or would not have purchased them.

93. Based on Defendants' unfair and/or deceptive acts or practices, Plaintiff and the Illinois Class Members are entitled to relief, including restitution, actual damages, treble damages, punitive damages, costs, and attorney's fees, under 815 ILCS 505/10a.

COUNT III
UNJUST ENRICHMENT
(On Behalf of Plaintiff and the Illinois Class)

94. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

95. Plaintiff brings this Count on behalf of herself and the Illinois Class.

96. This claim is brought under the law of the State of Illinois.

97. This claim is brought in the alternative to the other Counts. Illinois law and the Federal Rules of Civil Procedure allow Plaintiff to plead alternative theories.

98. Defendants' conduct violated, *inter alia*, state and federal law by manufacturing, advertising, labeling, marketing, distributing, and selling the Grüns Gummies while misrepresenting and omitting material facts, including by making the labeling Representation alleged herein.

99. As a direct result of Defendants' deceptive conduct, it obtained unjust and inequitable benefits at the expense of Plaintiff and the Class members. Defendants' conduct violated fundamental principles of justice, equity, and good conscience. Accordingly, it would be inequitable for Defendants to retain the revenues derived from sales induced by its misleading Representations.

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

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

PRAYER FOR RELIEF

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

- a. Certifying the Illinois and Multi-State Classes pursuant to Federal Rule 23, and appointing Plaintiff and her counsel to represent the Classes;
- b. Declaring that Defendants' conduct constitutes:
 - i. A violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.);
 - ii. Violations of substantially similar consumer protection statutes of other states;
 - iii. Unjust enrichment;
- c. Awarding all actual, compensatory, statutory, and punitive damages to which Plaintiff and Class members are entitled;
- d. Awarding equitable relief, including restitution and/or disgorgement of Defendants' revenues obtained by means of any wrongful act or practice;
- e. Awarding reasonable attorneys' fees and costs, including expert witness fees and expenses as permitted by law;

f. Awarding pre- and post-judgment interest at the maximum rate permitted by applicable law;

g. Granting such other and further relief as this Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury of all claims so triable.

Dated: September 11, 2026

Respectfully Submitted,

/s/ Kevin Laukaitis

LAUKAITIS LAW LLC

Kevin Laukaitis

954 Avenida Ponce DeLeon

Suite 205 - #10518

San Juan, PR 00907

Phone: (215) 789-4462

Email: klaukaitis@laukaitislaw.com

*Attorneys for Plaintiff
and the Putative Classes*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JORI VELAZQUEZ, individually and on behalf
of others similarly situated

(b) County of Residence of First Listed Plaintiff Franklin Park, Illinois
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Kevin Laukaitis LAUKAITIS LAW LLC 954 Avenida Ponce De Leon Suite 205,
#10518 San Juan, PR 00907 T: (215) 559-6072

DEFENDANTS

Grüns Nutrition, Inc., and Unilever United States, Inc.

County of Residence of First Listed Defendant Beaverton, Oregon
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☒ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729 (a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities Employment ☐ 446 Amer. w/Disabilities Other ☐ 448 Education	PRISONER PETITIONS ☐ 510 Motions to Vacate Sentence Habeas Corpus: ☐ 530 General ☐ 535 Death Penalty ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

28 U.S.C. § 1332(d)(2); Product Mislabeling

VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box)

☒ Is not a refiling of a previously dismissed action ☐ is a refiling of case number _____ previously dismissed by Judge _____

DATE 09/11/2026

SIGNATURE OF ATTORNEY OF RECORD /s/ Kevin Laukaitis

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the six boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. Previous Bankruptcy Matters For nature of suit 422 and 423 enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this court. Use a separate attachment if necessary.

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

IX. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

X. Refiling Information. Place an "X" in one of the two boxes indicating if the case is or is not a refiling of a previously dismissed action. If it is a refiling of a previously dismissed action, insert the case number and judge.

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois 

JORI VELAZQUEZ, individually and on behalf
of others similarly situated,

Plaintiff(s)

v.

GRÜNS NUTRITION, INC., and UNILEVER
UNITED STATES, INC.,

Defendant(s)

Civil Action No. 1:26-cv-11040

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Grüns Nutrition, Inc. 9450 SW Gemini Dr, PMB 19591, Beaverton, OR 97008

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:26-cv-11040

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Illinois 

JORI VELAZQUEZ, individually and on behalf
of others similarly situated,

Plaintiff(s)

v.

GRÜNS NUTRITION, INC., and UNILEVER
UNITED STATES, INC.,

Defendant(s)

Civil Action No. 1:26-cv-11040

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Unilever United States, Inc. 111 River Street, Hoboken, NJ 07030

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kevin Laukaitis
LAUKAITIS LAW LLC
954 Avenida Ponce De Leon
Suite 205, #10518
San Juan, PR 00907

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:26-cv-11040

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: