UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROBIN WHITE, ARMANDO CASTRO, and TERA HENRY-SHOOK, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

KIND, LLC,

Defendant.

Case No.

CLASS ACTION COMPLAINT

Plaintiffs Robin White, Armando Castro, and Tera Henry-Shook (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, bring this Class Action Complaint against KIND, LLC ("Defendant"), and allege as follows:

INTRODUCTION

1. Plaintiffs bring this class action on behalf of consumers who purchased Defendant's KIND ZERO 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 in New York, Virginia, Oregon, and other states. 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 products: KIND ZERO Added Sugar Dark Chocolate Nuts & Sea Salt Bars; KIND Zero Added Sugar Caramel Almond & Sea Salt Bars; KIND Zero Added Sugar Raspberry Vanilla Cashew Bars; and KIND Zero Added Sugar Peanut Butter Dark Chocolate Bars.[1]

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 added sugar (collectively, the "Zero Added Sugar Representations"). These representations are false and misleading. In reality, the Products contain approximately 3 to 5 grams of allulose per bar, and put simply, allulose is sugar.[2] Allulose is a monosaccharide and is

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[1] KIND, ZEROg Added Sugar Bars, KIND Snacks, https://www.kindsnacks.com/products/zerog-added-sugar-bar (last visited Sept. 2, 2026). Plaintiffs reserve the right to add to the list of Products if more become apparent during the litigation.

[2] KIND, Zero Added Sugar Dark Chocolate Nuts & Sea Salt Bars, Publix Super Markets, https://www.publix.com/pd/kind-zero-added-sugar-dark-chocolate-nuts-and-sea-salt-bars/RIO-PCI-628993 (last visited Sept. 2, 2026); KIND, Zero Bar, Caramel Almond & Sea Salt, Publix Super Markets, https://www.publix.com/pd/kind-zero-bar-caramel-almond-and-sea-salt/RIO-PCI-614018 (last visited Sept. 2, 2026).

included within the federal regulatory definition of "Total Sugars." *See* 21 C.F.R. § 101.9(c)(6)(ii) (defining "Total Sugars" as "the sum of all free mono- and disaccharides"). The Products thus contain a substance that constitutes "Total Sugars" under the governing federal regulation in an amount substantially exceeding the threshold permitted for a product represented as "zero added sugar." 21 C.F.R. § 101.60(c)(2). Defendant added allulose to the Products and therefore cannot advertise them as "zero added sugar" under 21 C.F.R. § 101.60(c)(2)(i), which permits such a claim only if "[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging."

4. The deception alleged here is straightforward. Defendant tells consumers, in prominent and unqualified terms, that the Products contain "ZEROg ADDED SUGAR." Yet the Products are deliberately formulated with a substantial amount of added sugar—specifically allulose: a monosaccharide that falls within the federal regulatory definition of "Total Sugars," and which was intentionally added during processing.

5. Defendant nevertheless seeks to capitalize on consumers' desire for products that are genuinely free of added sugar by falsely, misleadingly, and deceptively labeling and advertising the Products with the Zero Added Sugar Representations. Defendant's Zero Added Sugar Representations appear prominently on the Products' labels and in Defendant's advertising and marketing materials. Defendant thereby conveys an unqualified message to consumers as a selling point: the Products contain no added sugar. That message is false or misleading because the Products contain a substantial amount of added sugar in the form of allulose.

6. The Zero Added Sugar Representations are material. The presence or absence of added sugar is a characteristic that a reasonable consumer, acting reasonably under the circumstances, would consider important in deciding whether to purchase the Products. The

absence of added sugar is an important characteristic of the Products and is precisely the characteristic Defendant prominently features in its marketing, which Defendant would not do if it did not help sell the Products.

7. Defendant knows that consumers place substantial value on products represented as containing no added sugar and uses the Zero Added Sugar Representations to induce consumers to purchase the Products. Among other things, Defendant charges consumers for the Products based upon the value consumers place on the Products' represented characteristics, including the representation that they contain no added sugar. Defendant's "zero added sugar" Products are priced at a premium over comparable KIND products that do not carry such representations, as set forth below, further demonstrating the material economic value of the Zero Added Sugar Representations.

8. Plaintiffs and Class Members therefore suffered economic injury at the point of purchase. They paid a price premium for Products represented as having "Zero Added Sugar," but they received Products with a substantial amount of added sugar.

9. Plaintiffs bring this action individually and in a representative capacity on behalf of similarly situated consumers who purchased the Products during the relevant Class Periods. Plaintiffs seek, on their individual behalf and on behalf of the Classes, actual damages, statutory damages, injunctive relief, and all other relief available under applicable law to remedy Defendant's deceptive conduct and prevent Defendant from continuing to market, advertise, and sell the Products, containing substantial quantities of added allulose, using the false and misleading Zero Added Sugar Representations.

10. As set forth below, Defendant's conduct violates applicable consumer-protection laws, including, as applicable, New York General Business Law §§ 349 and 350, Oregon's Unlawful Trade Practices Act, and the Virginia Consumer Protection Act.

PARTIES

11. Robin White is, and at all times relevant hereto was, a citizen of Virginia residing in Richmond, Virginia. On or about August 17, 2025, she purchased KIND Zero Added Sugar Peanut Butter Dark Chocolate Bars for personal use from a retail store located at 1205 N. Laburnum Ave., Richmond. Before making her purchase, Robin White saw and relied on the Zero Added Sugar Representations clearly printed on the front label of the Products. She reasonably believed that the Products contained zero added sugar and purchased them because they were so represented.

12. Armando Castro is, and at all times relevant hereto was, a citizen of New York residing in White Plains, New York. On or about January 27, 2026, he purchased three KIND ZERO Added Sugar Dark Chocolate Nuts & Sea Salt Bars for personal use from Amazon Fresh/Grocery, delivered to the Bronx, New York.

13. Tera Henry-Shook is, and at all times relevant hereto was, a citizen of Oregon residing in or near Corvallis, Oregon. She purchased KIND Zero Added Sugar Bars for personal use from Amazon.com on multiple occasions in 2026, including on or about July 6, 2026, for $7.28; July 14, 2026, for $19.07; July 21, 2026, for $19.07; July 27, 2026, for $7.28; July 31, 2026, for $27.87; and August 8, 2026, for $27.87.

14. KIND, LLC is a Delaware limited liability company with its principal place of business at 1372 Broadway, New York, New York 10018. It formulates, labels, markets,

distributes, and sells the Products throughout the United States. KIND, LLC is identified on the Products' packaging as the manufacturer or seller of the Products.

JURISDICTION AND VENUE

15. The Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Classes include more than 100 members, the aggregate amount in controversy exceeds five million dollars, exclusive of interest and costs, and at least one member of each proposed Class is a citizen of a state different from Defendant.

16. Upon information and belief, Mars, Incorporated is KIND LLC's sole member. Mars, Incorporated, is a Delaware corporation that is headquartered in McLean, Virginia.

17. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because Defendant resides in this District within the meaning of § 1391(c)(2), as Defendant is subject to personal jurisdiction here. Defendant maintains its principal place of business in New York, New York, within this District.

18. The Court has personal jurisdiction over Defendant because Defendant maintains its principal place of business at 1372 Broadway, New York, New York 10018, within this District, and has purposefully conducted substantial business in this District by formulating, labeling, marketing, distributing, and selling the Products here.

ALLEGATIONS OF FACT

Defendant Markets, Advertises, and Sells the Products as "Zero Added Sugar"

19. Defendant formulates, labels, markets, advertises, distributes, and sells the Products to consumers throughout the United States, including in New York, Virginia, Oregon, and other states. The Products are sold online and through major retailers, including Kroger and other retail stores.

20. Defendant markets and sells the Products as food products intended for purchase and consumption by ordinary consumers. Upon information and belief, Defendant controls the Products' formulation, ingredients, packaging, labeling, advertising, website content, point-of-sale materials, and other representations made to consumers concerning the Products. Defendant therefore possesses, or has access to, information concerning the Products' ingredients and formulation that consumers do not possess.

21. Defendant prominently represents that the Products are "ZEROg ADDED SUGAR" and/or makes other substantially similar representations communicating that the Products contain no added sugar. These representations are affirmative representations concerning a material characteristic of the Products.

22. The Zero Added Sugar Representations appear, or have appeared, on the Products' packaging, and in Defendant's other marketing and advertising materials, including Defendant's website, Amazon product listings, Kroger listings, and other retailer listings. Defendant thus places the Zero Added Sugar Representations directly before consumers at the time they encounter, evaluate, and decide whether to purchase the Products.

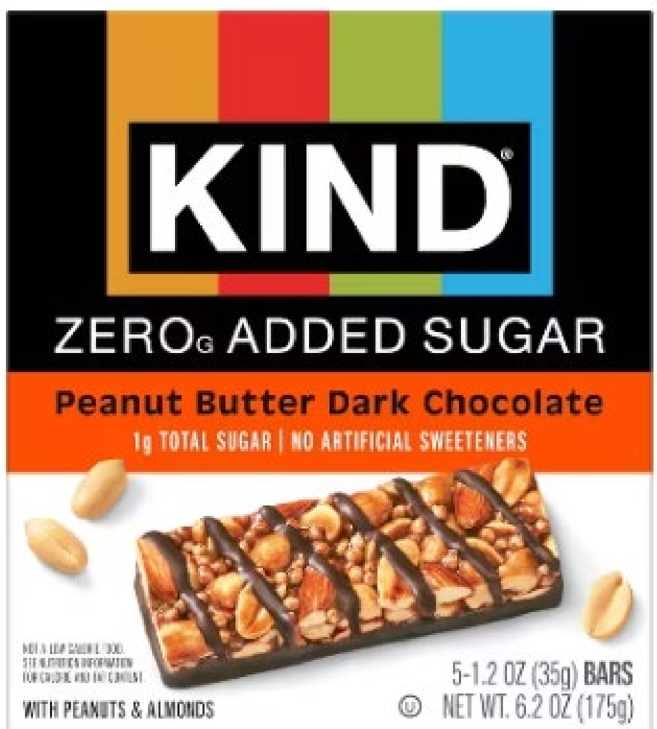
23. As depicted below, Defendant's Products bear the Zero Added Sugar Representations on the front label:[3]

[3] Screenshots of the Products' packaging as displayed on the following retailer websites: Amazon.com, KIND Zero Added Sugar Dark Chocolate Nuts & Sea Salt Bars, https://www.amazon.com/KIND-Added-Friendly-Snacks-Chocolate/dp/B0C86P5W3K; Amazon.com, KIND Zero Added Sugar Caramel Almond & Sea Salt Bars, https://www.amazon.com/KIND-Friendly-Snacks-Caramel-Flavored/dp/B0C8794B4K; Target, KIND Zero Added Sugar Peanut Butter Dark Chocolate Bars, https://www.target.com/p/kind-zero-added-sugar-peanut-butter-dark-chocolate-protein-bars-6oz-5ct/-/A-94935796; Walmart.com, KIND ZERO Added Sugar Bars, Raspberry Vanilla Cashew, https://www.walmart.com/ip/17848718126 (all last visited Sept. 2, 2026).


KIND
ZEROG ADDED SUGAR
Dark Chocolate Nuts & Sea Salt
5 BARS
KIND
ZEROG ADDED SUGAR
Dark Chocolate Nuts & Sea Salt


KIND
ZEROG ADDED SUGAR
Caramel Almond & Sea Salt
5 BARS
KIND
ZEROG ADDED SUGAR
Caramel Almond & Sea Salt


KIND
ZEROG ADDED SUGAR
Raspberry Vanilla Cashew
5 BARS
KIND
ZEROG ADDED SUGAR
2g TOTAL SUGAR
Raspberry Vanilla Cashew


KIND
ZEROG ADDED SUGAR
Peanut Butter Dark Chocolate
1g TOTAL SUGAR | NO ARTIFICIAL SWEETENERS
WITH PEANUTS & ALMONDS
5-1.2 OZ (35g) BARS
NET WT. 6.2 OZ (175g)

24. The Zero Added Sugar Representations also appear prominently in the Products' description and marketing materials, such as "a delicious snack choice with no added sugar" and "[s]avor a snack with 0g added sugar."[4]

25. The Zero Added Sugar Representations are displayed prominently and are presented to consumers as an objective fact concerning the Products, rather than as an opinion, estimate, or qualified statement.

26. Defendant repeatedly uses the false Zero Added Sugar Representations to identify, distinguish, brand, advertise, and sell the Products in the marketplace. The representations therefore form an important part of the Products' labeling, branding, advertising, and overall marketing message. The Zero Added Sugar Representations also serve to distinguish the Products from Defendant's other products, which Defendant acknowledges do contain added sugars.

27. An ordinary consumer encountering an unqualified representation that a food product is "zero added sugar" would reasonably understand that representation according to its ordinary meaning: that the Products contain no added sugar.

28. Consumers reasonably rely on representations concerning the presence or absence of added sugar when purchasing food products. Consumers may seek products represented as containing no added sugar for a variety of reasons, including dietary preferences, nutritional considerations, efforts to reduce sugar consumption, or a desire to avoid products containing sugar.

29. Defendant's decision to place the Zero Added Sugar Representations prominently on the Products demonstrates that Defendant understood the representation was material and

[4] Walmart.com, KIND ZERO Added Sugar Bars, Raspberry Vanilla Cashew, https://www.walmart.com/ip/KIND-Milkolate-Peanut-Butter-Zero-Added-Sugar-6-2-OZ/17848718126 (last visited Sept. 2, 2026).

intended them to communicate an important product attribute and to influence consumers' purchasing decisions.

The Products Contain Allulose.

30. Contrary to Defendant's Zero Added Sugar Representations, the Products contain approximately 3 to 5 grams of sugar per serving, depending on flavor, in the form of allulose.

31. Allulose is not an incidental contaminant, trace substance, or ingredient that appears in the Products by accident. It is an intentionally selected ingredient in the Products' formulation. Defendant deliberately uses allulose in manufacturing the Products and knowingly places Products containing allulose into the marketplace.

32. Allulose is a naturally occurring sugar found in small amounts in figs, raisins, wheat, maple syrup, and molasses. Chemically, allulose is a monosaccharide, just like fructose. Allulose and fructose are both sugar carbohydrates.

33. Defendant knows that the Products contain allulose because Defendant formulates, manufactures, packages, markets, and/or sells the Products and controls the Products' ingredient information and labeling.

34. Allulose is an ingredient intentionally included in the Products' formulation and identified in the Products' ingredient list. For example, allulose is the Products' third-listed ingredient for the "Dark Chocolate Nuts & Sea Salt" flavor: "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, and soy lecithin."[5] Similarly, allulose is the second-listed ingredient for the "Caramel Almond & Sea Salt" flavor: "Almonds, ***allulose***, tapioca

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[5] 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 Sept. 2, 2026).

fiber, chicory root fiber, palm kernel oil, brown rice, milk powder, natural flavor, sea salt, soy lecithin, cocoa, annatto extract."[6]

35. Under federal labeling law, ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a)(1). Thus, 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.

36. Retailer product listings for the Products state that each serving of the Products contains approximately 3 to 5 grams of allulose depending on the bar's flavor. Upon information and belief, the product listings are created using information communicated to retailers from Defendant about the Products. Thus, Defendant's own conduct establishes both presence and quantity of allulose in the Products.

37. Although allulose is a natural sugar, it occurs naturally only in very small amounts. For this quantity of allulose to be present in the Products, it can only have been added.

38. The Products therefore contain added sugar in the form of allulose notwithstanding Defendant's repeated representation that the Products contain "zero added sugar."

39. Defendant's marketing creates a direct contradiction. Allulose is itself a sugar; a product sweetened with added allulose is by definition a product with added sugar. By prominently telling consumers that the Products contain no added sugar while intentionally formulating the Products with substantial quantities of added allulose, Defendant deceives the public through misleading packaging statements and labels. This deception has earned Defendant substantial

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[6] KIND, Caramel Almond and Sea Salt, KIND Snacks, https://www.kindsnacks.com/products/zerog-added-sugar-bar/caramel-almond-and-sea-salt (last visited Sept. 2, 2026).

revenue while damaging a broad class of consumers across New York, Oregon, Virginia, and other states.

Allulose is a Sugar Under the Applicable Definition.

40. Federal law establishes specific requirements governing when a food manufacturer may represent a product as "without added sugar," "no added sugar," or a substantially similar nutrient-content claim. Under 21 C.F.R. § 101.60(c)(2), a food may not be labeled "without added sugar," "no added sugar," or with a substantially similar claim unless "[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging," and the food satisfies the regulation's other requirements.

41. Section 101.9(c)(6)(ii), in turn, expressly defines "Total Sugars" broadly as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)."

42. Allulose is a monosaccharide. It therefore falls within the express language of § 101.9(c)(6)(ii), which encompasses "all free mono- and disaccharides."

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

44. 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.[7]

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

45. The FDA's 2016 statement is consistent with the text of § 101.9(c)(6)(ii): because allulose is a monosaccharide, it falls within the regulation's definition of "Total Sugars."

46. The FDA subsequently issued guidance concerning allulose in October 2020. That guidance did not amend § 101.9(c)(6)(ii), did not promulgate a new definition of "Total Sugars," and did not formally exclude allulose from the regulatory definition of sugar.[8]

47. Instead, the 2020 guidance announced an exercise of enforcement discretion concerning the declaration of allulose on Nutrition Facts labels, pending further consideration through rulemaking. The guidance addressed the FDA's enforcement position concerning how allulose should be treated for purposes of specified nutrition-panel declarations; it did not amend the underlying regulation or establish a new definition of sugar.

48. Nothing in the 2020 guidance authorizes a manufacturer to disregard the separate regulatory requirements governing nutrient-content claims such as "zero added sugar."

49. The FDA's decision not to enforce provisions of law does not amend the text of the law or absolve actors of their violations of law. The 2020 guidance therefore did not transform the regulatory definition of "Total Sugars" into a definition that excludes allulose.

50. 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."

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[8] United States FDA, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 1 (Oct. 2020).

51. The applicable state laws and regulations likewise incorporate and impose an identical or materially similar requirement governing the use of "without added sugar," "no added sugar," and substantially similar representations as that imposed by federal law:

a. Virginia Code Ann. § 3.2-5121, as well as 12 Va. Admin. Code 5-421-900, incorporate applicable federal food labeling requirements, including 21 C.F.R. § 101.60(c)(2) and 21 C.F.R. § 101.9(c)(6)(ii);

b. New York Comp. Codes R. & Regs. tit. 1, § 259.1 incorporates applicable federal food-labeling requirements, including 21 C.F.R. § 101.60(c)(2) and 21 C.F.R. § 101.9(c)(6)(ii).

c. Oregon Administrative Rule 603-025-0190 incorporates applicable federal food labeling requirements, including 21 C.F.R. Part 101, which encompasses §§ 101.60(c)(2) and 101.9(c)(6)(ii).

The Zero Added Sugar Representations Are False and Misleading.

52. Defendant represents the Products contain "ZEROg ADDED SUGAR," but the Products contain approximately 3 to 5 grams of added sugar in the form of allulose per bar, depending on flavor.

53. Because allulose falls within the applicable definition of sugar, and the Products contain approximately 3 to 5 grams of allulose per bar that Defendant added during processing or packaging, the Products cannot bear the "ZEROg ADDED SUGAR" representations under § 101.60(c)(2).

54. Accordingly, Defendant's Products do not satisfy the federal regulatory standard governing the use of the Zero Added Sugar Representations, nor do they satisfy the identical state regulatory standards.

55. Defendant nevertheless prominently represents to consumers that the Products contain "zero added sugar."

56. Defendant's representations that the Products contain "zero added sugar" are objectively false.

57. The representations are also independently misleading to reasonable consumers because an unqualified "no added sugar" or "zero added sugar" representation communicates that the product contains no added sugar, while Defendant's Products contain a substantial quantity of added allulose.

58. The deception is particularly material because Defendant does not qualify its representations by stating that the Products are free only of certain types of added sugar.

59. The prominence and repetition of the Zero Added Sugar Representations reinforce their significance. Defendant places the Zero Added Sugar Representations on the Products' packaging and uses them throughout Internet and retail product listings, thereby presenting the absence of added sugar as an important attribute and selling point of the Products.

Defendant Knew the Products Contain Added Allulose

60. Defendant knew that the Products contained added allulose before placing the Products on the market.

61. Defendant knew the amount of allulose contained in each serving of the Products.

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

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

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

65. Defendant's repeated use of the Zero Added 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.

66. Upon information and belief, Defendant was aware that allulose is a sugar but nevertheless made a false nutrient-content claim that the Products were "zero added sugar."

67. 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.

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

69. Defendant's conduct was undertaken in the course of its business and in connection with the marketing, advertising, distribution, and sale of the Products to consumers.

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

Plaintiffs and Consumers Were Injured by Defendant's Misrepresentations.

71. Robin White purchased KIND Zero Added Sugar Peanut Butter Dark Chocolate Bars for personal use, including from a retail store located at 1205 N. Laburnum Ave., Richmond, Virginia, on or about August 17, 2025.

72. Robin White paid approximately $12.49 for the Products. She relied on the "Zero Added Sugar" claim when making her purchase.

73. Armando Castro purchased three KIND ZERO Added Sugar Dark Chocolate Nuts & Sea Salt Bars for personal use, including from Amazon Fresh/Grocery, delivered to the Bronx, New York, on or about January 27, 2026.

74. Armando Castro paid approximately $20.19 for the Products.

75. Tera Henry-Shook purchased KIND Zero Added Sugar Bars for personal use from Amazon.com on multiple occasions in 2026, including on or about July 6, 2026, for $7.28; July 14, 2026, for $19.07; July 21, 2026, for $19.07; July 27, 2026, for $7.28; July 31, 2026, for $27.87; and August 8, 2026, for $27.87.

76. Before purchasing the Products, Robin White encountered Defendant's Zero Added Sugar Representations on the front label; Armando Castro encountered them on the front label and product listing; and Tera Henry-Shook encountered them on the Products' packaging and product listing.

77. Plaintiffs understood Defendant's Zero Added Sugar Representations to mean that the Products contained no added sugar.

78. The Zero Added 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.

79. Had Plaintiffs known that the Products contained approximately 3 to 5 grams of added allulose per serving, depending on flavor, Plaintiffs would not have purchased the Products or would have purchased them only for substantially less money. The Products were worth less to Plaintiffs than they would have been had they actually conformed to Defendant's representations that they contained "zero added sugar."

80. Defendant charges a higher price for its "zero added sugar" Products than for comparable products that do not bear the Zero Added Sugar Representations. For example, on Amazon, a six-pack of regular KIND bars was priced at $6.73, while a *five-pack* of KIND ZERO bars was priced at $6.79—a higher price for one fewer bar, and approximately a twenty-one percent per-bar premium for the KIND ZERO bars.[9]

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[9] Further, in addition to each box containing fewer bars, each "zero added sugar" bar is also about 12.5% smaller than the regular bars (35 grams compared to 40 grams). *See* Amazon.com, KIND Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, 6 Count, https://www.amazon.com/KIND-Dark-Chocolate-Nuts-Salt/dp/B085WT6D2D; Amazon.com, KIND Zero Added Sugar Healthy Snacks Bars, Dark Chocolate Nuts & Sea Salt, 5 Count, https://www.amazon.com/KIND-Added-Friendly-Snacks-Chocolate/dp/B0C86P5W3K (all last visited Sept. 2, 2026).

Click to see full view

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

Visit the KIND Store

4.7 (1,695)

Amazon's Choice

1K+ bought in past month

$6.73 ($0.80 / ounce)

Get $50 off instantly: Pay $0.00 ~~$6.73~~ upon approval for Amazon Visa. No annual fee.

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

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 | Mango Pineapple Nut

Size: **6 Count (Pack of 1)**

6 Count (Pack of 1) $6.73 ($0.80 / ounce) | **6 Count (Pack of 4)** $26.92 ($0.80 / ounce) | See 3 options with no featured offers

Diet type

Click to see full view

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

Visit the KIND Store

4.6 (3,227)

8K+ bought in past month

-7% $6.79 ($1.10 / ounce)

Typical price: ~~$7.28~~

Get $50 off instantly: Pay $0.00 ~~$6.79~~ upon approval for Amazon Visa. No annual fee.

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

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 | Peanut Butter Dark Chocolate

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

5 Count (Pack of 1) $6.79 ($1.10 / ounce) ~~$7.28~~ | **5 Count (Pack of 2)** $13.58 ($1.10 / ounce) ~~$14.56~~ | **5 Count (Pack of 6)** $40.74 ($1.10 / ounce) ~~$43.68~~

Diet type

✓Gluten Free

Nutrition summary

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

82. Plaintiffs therefore suffered economic injury at the point of purchase.

83. Plaintiffs did not receive the benefit of the bargain for which they paid. Instead, Plaintiffs received Products that contained a substantial amount of allulose despite Defendant's representations that the Products contained "zero added sugar."

84. Plaintiffs' injury was 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.

85. The same deception affected other consumers who purchased the Products after encountering the Zero Added Sugar Representations. Those consumers were exposed to the same materially misleading representations, purchased Products containing approximately 3 to 5 grams of added allulose per serving, depending on flavor, and received Products that did not conform to Defendant's representations.

86. The challenged conduct is therefore consumer-oriented and arises from Defendant's common marketing, labeling, advertising, and sale of the Products to the public.

87. Defendant's conduct constitutes deceptive, misleading, unfair, and/or unlawful conduct under the consumer-protection laws applicable to Plaintiffs' purchases and claims, including, as applicable, the New York General Business Law, the Oregon Unlawful Trade Practices Act, and the Virginia Consumer Protection Act.

88. Defendant made representations concerning the Products that were objectively false and/or misleading to reasonable consumers.

89. Defendant's representations were material because they concerned the Products' sugar content and were used to induce consumers to purchase the Products.

90. Defendant's conduct caused Plaintiffs to suffer ascertainable economic injury in the form of a price premium. Plaintiffs paid more for the Products than the Products were worth, and more than they would have paid, because Defendant's deceptive representations inflated the price of the Products.

91. 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 Added 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 ALLEGATIONS

92. Plaintiffs bring this case as a class action pursuant to Fed. R. Civ. P. 23 on their own behalf and on behalf of all others similarly situated. The proposed Classes are defined as follows:

> **New York Class**, by Plaintiff Castro: All persons who, during the maximum period of time permitted by law, purchased the Products in the State of New York for personal, family, or household use, and not for resale.
>
> **Oregon Class**, by Plaintiff Henry-Shook: All persons who, during the maximum period of time permitted by law, purchased the Products in the State of Oregon for personal, family, or household use, and not for resale.
>
> **Virginia Class,** by Plaintiff White: All persons who, during the maximum period of time permitted by law, purchased the Products in the Commonwealth of Virginia for personal, family, or household use, and not for resale.

93. The Classes do not include: (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.

94. 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.

95. Members of the Classes are so numerous that joinder of all members is impracticable. Upon information and belief, each Class consists of thousands of purchasers. Accordingly, it would be impracticable to join all members of the Classes before the Court.

96. 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 Added Sugar Representations;

c. Whether Defendant represented that the Products contained "ZEROg ADDED SUGAR," "zero added sugar," or 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 Added Sugar Representations;

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

h. Whether Defendant's conduct violated the Virginia Consumer Protection Act, Va. Code Ann. § 59.1-196 *et seq*.; New York General Business Law §§ 349 and 350; and the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605 *et seq*.;

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 Class Members are entitled to actual damages or statutory damages and, if so, in what amount.

97. Plaintiffs' claims are typical of the claims of the Class members they seek to represent. Each Plaintiff, like the Class members, purchased Defendant's Products labeled with Defendant's deceptive Zero Added Sugar Representations. Each Plaintiff purchased the Products during the applicable class period and was exposed to the same challenged Zero Added Sugar Representations. Each Plaintiff suffered the same type of economic loss as the other Class members. Plaintiffs' and the Class members' claims are based on the same legal theories and arise from the same course of conduct by Defendant.

98. 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 Classes as required by Fed. R. Civ. P. 23(a)(4).

99. 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 Class members, and a class action is superior because the common issues can be resolved through common evidence and a single adjudication. Individual joinder of all Class members 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 Federal Rule of Civil Procedure 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 Classes and predominate over any individual questions;

b. The Zero Added 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 Class members' claims compared with the cost and burden of individual litigation, many Class members would have little incentive or ability to pursue their claims individually. A class action therefore provides an effective mechanism for Class members to obtain relief for alleged injuries that might otherwise go unremedied;

f. Class members 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.

COUNT ONE
Violation of New York Deceptive Act and Practices Law
N.Y. GEN. BUS. LAW § 349
(By Plaintiff Castro, Individually and On Behalf of the New York Class)

100. Plaintiffs restate and reallege the preceding allegations set forth in paragraphs 1 through 99 as though fully set forth herein.

101. This cause of action is brought pursuant to the New York Deceptive Act and Practices Law ("§ 349"), N.Y. Gen. Bus. Law § 349, on behalf of Armando Castro and the New York Class who purchased the Products within the applicable statute of limitations.

102. New York Comp. Codes R. & Regs. tit. 1, § 259.1 incorporates applicable federal food-labeling requirements, including 21 C.F.R. § 101.60(c)(2) and 21 C.F.R. § 101.9(c)(6)(ii).

103. New York General Business Law § 349(a) declares unlawful "[u]nfair, deceptive, or abusive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state." To state a claim under § 349, a Plaintiff must allege consumer-oriented conduct that is materially misleading and that caused the Plaintiff injury.

104. Defendant's labeling, advertising, marketing, packaging, distribution, and sale of the Products constitute consumer-oriented conduct within the meaning of § 349. Defendant disseminated the Zero Added Sugar Representations to consumers throughout New York, including through the Products' packaging and labeling and through Defendant's website, third-party retailers' websites, and sale in retail stores. The challenged conduct was directed at consumers generally and had a broad impact on the consuming public.

105. Defendant engaged in materially deceptive acts and practices by representing that the Products contained "zero added sugar" while the Products contain approximately 3 to 5 grams of added allulose per serving, depending on flavor. As alleged herein, allulose is a sugar, and therefore the Products do not conform to Defendant's "zero added sugar" representations.

106. Defendant's Zero Added Sugar Representations were materially misleading because they were likely to mislead a reasonable consumer acting reasonably under the circumstances concerning a material characteristic of the Products, namely, whether the Products contained added sugar. The representations therefore impaired consumers' ability to make an informed purchasing decision.

107. Defendant knew that the Products contained allulose and nevertheless marketed and sold the Products using representations that they contained "zero added sugar." Defendant's conduct was not isolated or incidental, but instead was part of a broader marketing and labeling practice directed at consumers throughout New York and elsewhere.

108. As a result of Defendant's materially deceptive acts and practices, Armando Castro and members of the New York Class suffered actual economic injury. They paid for Products that were represented as containing zero added sugar but that, contrary to those representations, contained added allulose.

109. Armando Castro and members of the New York Class were deprived of the benefit of their bargain because they paid a purchase price for Products represented as containing zero added sugar but received Products that did not conform to that representation. Defendant charges a premium price for Products represented as containing zero added sugar as compared with comparable products that are not so represented. Had Defendant accurately represented the Products' added sugar content, Armando Castro and members of the New York Class would have paid less for the Products or would not have purchased them. Accordingly, Armando Castro and members of the New York Class suffered economic injury as a result of Defendant's deceptive acts and practices.

110. Defendant's violations of § 349 were willful and knowing. Defendant knew that the Products contained allulose while continuing to represent that the Products contained "zero added sugar."

111. Pursuant to New York General Business Law § 349(h), Armando Castro and the New York Class seek actual damages or fifty dollars ($50) per class member, whichever is greater, and, to the extent the Court finds that Defendant willfully or knowingly violated § 349, an increase in damages to an amount not exceeding three times the actual damages, up to one thousand dollars ($1,000) per class member. Armando Castro and the New York Class also seek reasonable attorneys' fees and such injunctive and other relief as the Court deems appropriate.

COUNT TWO
Violation of New York False Advertising Law
N.Y. Gen. Bus. Law § 350
(By Plaintiff Castro, Individually and On Behalf of the New York Class)

112. Plaintiffs restate and reallege the preceding allegations set forth in paragraphs 1 through 99 as though fully set forth herein.

113. This cause of action is brought pursuant to New York False Advertising Law ("New York FA Act"), N.Y. Gen. Bus. Law § 350, on behalf of Armando Castro and the New York Class who purchased the Products within the applicable statute of limitations.

114. New York Comp. Codes R. & Regs. tit. 1, § 259.1 incorporates applicable federal food-labeling requirements, including 21 C.F.R. § 101.60(c)(2) and 21 C.F.R. § 101.9(c)(6)(ii).

115. New York General Business Law § 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce." False advertising includes "advertising, including labeling, of a commodity…if such advertising is misleading in a material respect," considering "the extent to which the advertising fails to reveal facts material in light of …representations [made] with respect to the commodity…" N.Y. Gen. Bus. Law § 350-a(1).

116. Defendant's labeling and advertising of the Products constitutes advertising of a commodity within the meaning of §§ 350 and 350-a. Defendant disseminated the Zero Added Sugar Representations to consumers in New York through the Products' packaging and labeling and through Defendant's and third-party retailers' websites and other marketing channels.

117. Defendant's labeling and advertising were materially misleading because Defendant represented that the Products contained "zero added sugar" while the Products contain approximately 3 to 5 grams of added allulose per serving, depending on flavor. As alleged herein, allulose is a sugar, and the Products therefore do not conform to Defendant's representations.

118. The Zero Added Sugar Representations were material because the presence or absence of added sugar is a material characteristic of the Products and was likely to affect a reasonable consumer's purchasing decision. Defendant's advertising therefore had the capacity, tendency, or likelihood to mislead consumers acting reasonably under the circumstances.

119. Defendant knew that the Products contained added allulose and that the Products did not conform to the "zero added sugar" representations. Defendant nevertheless continued to label, advertise, market, distribute, and sell the Products using those representations.

120. As a direct and proximate result of Defendant's false advertising, Armando Castro and members of the New York Class suffered actual economic injury and lost money or property. They paid a purchase-price premium for Products represented as containing zero added sugar. Defendant charges a higher price for its Products represented as containing zero added sugar than for comparable products that are not advertised as containing zero added sugar.

121. Had Defendant accurately advertised and labeled the Products, Armando Castro and members of the New York Class would have paid less for the Products or would not have purchased them. Accordingly, Armando Castro and members of the New York Class were deprived of the benefit of their bargain and paid more for the Products than they otherwise would have paid.

122. Defendant's false advertising was willful and knowing. Defendant knew that the Products contained allulose while continuing to advertise and label the Products as containing "zero added sugar."

123. Pursuant to New York General Business Law § 350-e(3), Armando Castro and the New York Class seek actual damages or five hundred dollars ($500) per class member, whichever is greater. To the extent the Court finds that Defendant willfully or knowingly violated §§ 350 or 350-a, Armando Castro and the New York Class further seek an increase in damages to an amount

not exceeding three times the actual damages, up to ten thousand dollars ($10,000) per class member. Armando Castro and the New York Class also seek reasonable attorneys' fees and such other relief as the Court deems appropriate.

COUNT THREE
Violation of the Virginia Consumer Protection Act
Va. Code Ann. § 59.1-196 *et seq*.; Va. Code Ann. § 59.1-204
(By Plaintiff White, Individually and On Behalf of the Virginia Class)

124. Plaintiffs restate and reallege the preceding allegations set forth in paragraphs 1 through 99 as though fully set forth herein.

125. This cause of action is brought pursuant to the Virginia Consumer Protection Act ("VCPA"), Va. Code Ann. § 59.1-196 *et seq*., on behalf of Robin White and the Virginia Class who purchased the Products within the applicable statute of limitations.

126. Under the VCPA, it is unlawful for a supplier to engage in a prohibited practice in connection with a consumer transaction. Va. Code Ann. § 59.1-200(A).

127. Defendant is a supplier within the definition of the VCPA. Within the VCPA, a supplier is "a seller, lessor, licensor, or professional that advertises, solicits, or engages in consumer transactions, or a manufacturer, distributor, or licensor that advertises and sells, leases, or licenses goods or services to be resold, leased, or sublicensed by other persons in consumer transactions." Va. Code Ann. § 59.1-198.

128. Each sale of the Products to Robin White and Virginia Class members is a consumer transaction within the definition of the VCPA. A consumer transaction is "[t]he advertisement, sale, lease, license, or offering for sale, lease, or license, of goods or services to be used primarily for personal, family, or household purposes." Va. Code Ann. § 59.1-198. Robin White and each member of the Virginia Class purchased the Products for personal, family, or household use, not for a commercial purpose.

129. Prohibited practices include "[m]isrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits." Va. Code Ann. § 59.1-200(A)(5).

130. Virginia Code Ann. § 3.2-5121, as well as 12 Va. Admin. Code 5-421-900, incorporate applicable federal food-labeling requirements, including 21 C.F.R. § 101.60(c)(2) and 21 C.F.R. § 101.9(c)(6)(ii).

131. As set forth in more detail above, Defendant marketed the Products throughout the Commonwealth of Virginia using labeling and advertising representations that misrepresented the Products' characteristics and ingredients. Specifically, Defendant represented that the Products were "ZEROg ADDED SUGAR" when, in fact, they contain approximately 3 to 5 grams of added allulose per bar, depending on flavor. Allulose is a sugar under the applicable definition and was added during processing. By representing that the Products were "ZEROg ADDED SUGAR" despite containing added allulose, Defendant misrepresented that the Products had certain characteristics and ingredients and were of a particular standard or quality. These representations constitute prohibited practices in violation of Va. Code Ann. § 59.1-200(A)(5).

132. Before purchasing the Products, Robin White saw the Zero Added Sugar Representations on the front label of the Products, understood those representations to mean that no sugar had been added to the Products, and relied on those representations in deciding to purchase the Products. Had Robin White known that Defendant had added allulose to the Products, she would not have purchased the Products or would have paid substantially less for them.

133. As a direct and proximate result of Defendant's violations of the VCPA, Robin White and members of the Virginia Class suffered an ascertainable loss. Plaintiff and members of the Virginia Class paid for Products represented as "ZEROg ADDED SUGAR" but that, contrary to those representations, contained added allulose. The Zero Added Sugar Representations affected

the value of the Products and caused Robin White and members of the Virginia Class to pay more for the Products than they otherwise would have paid absent Defendant's misrepresentations. Accordingly, Robin White and members of the Virginia Class suffered economic losses as a result of Defendant's violations of the VCPA.

134. Robin White and members of the Virginia Class suffered a loss in the form of the purchase-price premium attributable to Defendant's Zero Added Sugar Representations. Defendant charges a higher price for its zero-added-sugar Products than for comparable products that are not represented as zero added sugar. Robin White and members of the Virginia Class paid a premium for products deceptively, misleadingly, or falsely represented as having "ZERO ADDED SUGAR."

135. Defendant's violations of the VCPA were willful. Defendant knew, or acted with reckless disregard for the fact, that the Products contained allulose while nevertheless representing that the Products contained zero added sugar. Defendant made and continued to make these representations despite the presence of allulose in the Products and with knowledge that consumers would consider the Products' sugar content and related representations when evaluating and purchasing the Products.

136. Pursuant to Virginia Code Ann. § 59.1-204, Robin White and the Virginia Class seek actual damages or $500 per class member, whichever is greater. If the trier of fact finds that Defendant's violations were willful, Robin White and the Virginia Class further seek an increase in damages to an amount not exceeding three times the actual damages sustained, or $1,000 per class member, whichever is greater, as permitted by Virginia Code Ann. § 59.1-204(A). Robin White and the Virginia Class also seek reasonable attorneys' fees and court costs pursuant to Virginia Code Ann. § 59.1-204(B).

<u>COUNT FOUR</u>

Violation of the Oregon Unlawful Trade Practices Act
Or. Rev. Stat. §646.605 *et seq.*; §§ 646.608(1)(e), (g), and 646.638
(By Plaintiff Henry-Shook, Individually and On Behalf of the Oregon Class)

137. Plaintiffs restate and reallege the preceding allegations set forth in paragraphs 1 through 99 as though fully set forth herein.

138. This cause of action is brought pursuant to the Oregon Unlawful Trade Practices Act ("Oregon UTPA"), Or. Rev. Stat. § 646.605 *et seq*., on behalf of Tera Henry-Shook and the Oregon Class, who purchased the Products in Oregon within the applicable limitations period.

139. Or. Rev. Stat. § 646.608(1)(e) declares it an unlawful trade practice to represent that goods "have . . . characteristics, ingredients, uses, benefits, quantities or qualities that the . . . goods do not have." Section 646.608(1)(g) declares it an unlawful trade practice to represent that goods "are of a particular standard, quality, or grade" when they are of another.

140. Each of Defendant's Zero Added Sugar Representations is a representation within the meaning of both subsections because each states that the Products contain "ZEROg ADDED SUGAR" when, in fact, the Products contain approximately 3 to 5 grams of added allulose per bar, depending on flavor. Allulose is a substance that constitutes sugar under the applicable regulatory definition. By making that representation, Defendant misrepresented that the Products possessed characteristics, ingredients, quantities, and qualities that they did not have and that they were of a particular standard or quality when they were of another.

141. Tera Henry-Shook and members of the Oregon Class purchased the Products for personal, family, or household purposes and not for resale. Each purchase was a consumer "transaction" within the meaning of the Oregon UTPA.

142. Allulose is a monosaccharide and therefore a sugar under 21 C.F.R. § 101.9(c)(6)(ii). Defendant added approximately 3 to 5 grams of allulose to each bar during

processing. The Products therefore did not possess the represented “zero added sugar” characteristic or quality.

143. Or. Rev. Stat. 616.250(1) provides that food is misbranded if “its labeling is false or misleading in any particular.” Oregon Administrative Rule 603-025-0190 incorporates the FDA’s food-labeling rules, including 21 C.F.R. Part 101. The Products do not comply with 21 C.F.R. § 101.60(c)(2), which prohibits a “no added sugar” or substantially similar nutrient-content claim when any amount of sugars, as defined in § 101.9(c)(6)(ii), is added during processing. The Products are therefore misbranded under applicable Oregon law.

144. The Zero Added Sugar Representations were material and had a tendency to mislead consumers acting reasonably under the circumstances. An ordinary consumer would understand “ZEROg ADDED SUGAR” or “zero added sugar” to mean that no sugar had been added to the Products.

145. Before making each of her purchases, Tera Henry-Shook was presented with the Zero Added Sugar Representations displayed on the Products’ packaging and Amazon.com product listing, reasonably believed that the Products contained zero added sugar, and purchased them because they were so represented.

146. Tera Henry-Shook and members of the Oregon Class suffered ascertainable losses as a result of Defendant's unlawful trade practices. They paid a price premium for Products represented as containing no added sugar. Defendant charges a higher per-bar price for its KIND ZERO bars than for comparable KIND bars that are not represented as containing zero added sugar. Had Defendant accurately labeled the Products, Tera Henry-Shook and members of the Oregon Class would have paid less for the Products.

147. The ascertainable loss of the Oregon Class is a premium-price loss. Defendant's Zero Added Sugar Representations inflated the market price of the Products, and Tera Henry-Shook and each member of the Oregon Class paid more for the Products than they otherwise would have paid.

148. Defendant's violations of the Oregon UTPA were willful within the meaning of Or. Rev. Stat. § 646.638(1). A violation is willful when the person committing it "knew or should have known that the conduct of the person was a violation." Or. Rev. Stat. § 646.605(10). Defendant formulates, manufactures, packages, and markets the Products. Defendant knew or should have known the Products contained allulose and knew the Products bore the Zero Added Sugar Representations. Defendant knew or should have known that its conduct constituted a violation of the Oregon UTPA.

149. Defendant's violations were also reckless and knowing within the meaning of Or. Rev. Stat. § 646.638(8)(a). The FDA stated in its 2016 rulemaking that allulose, "as a monosaccharide, must be included" in the Total Sugars declaration. 81 Fed. Reg. 33,742, 33,795–96 (May 27, 2016). That published statement put Defendant on notice that allulose constitutes sugar under the applicable regulatory definition.

150. Under Or. Rev. Stat. § 646.638(8), statutory damages may be recovered on behalf of class members, where plaintiffs establish that the class members sustained an ascertainable loss as a result of Defendant's reckless or knowing use or employment of an unlawful trade practice.

151. Pursuant to Or. Rev. Stat. § 646.638(1), Tera Henry-Shook seeks actual damages or statutory damages of $200, whichever is greater, for Defendant's willful violations. Because Defendant's violations were reckless or knowing within the meaning of Or. Rev. Stat. § 646.638(8)(a), Tera Henry-Shook and the Oregon Class further seek statutory damages of $200

per class member, or actual damages if greater, recoverable on a classwide basis. Tera Henry-Shook and the Oregon Class also seek reasonable attorneys' fees and costs to the extent authorized by applicable law, and such other relief as the Court deems appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that the Court enter judgment in their favor and against Defendant and grant the following relief:

a) For an order certifying the proposed Classes pursuant to Federal Rule of Civil Procedure 23, appointing Robin White, Armando Castro, and Tera Henry-Shook as Class Representatives, and appointing Plaintiffs' counsel as Class Counsel, as appropriate;

b) For a declaration that Defendant's conduct, as alleged herein, violates New York General Business Law §§ 349 and 350, the Virginia Consumer Protection Act, the Oregon Unlawful Trade Practices Act, and each other applicable statute referenced in this Complaint;

c) For a declaration that Defendant's labeling, packaging, marketing, distribution, and sale of the Products using the Zero Added Sugar Representations is false, deceptive, misleading, and/or otherwise unlawful, as applicable under the asserted causes of action;

d) For injunctive and equitable relief to the extent authorized by applicable law, including an order enjoining Defendant from labeling, marketing, advertising, distributing, or selling the Products using the Zero Added Sugar Representations, and requiring such corrective disclosures or other affirmative measures as may be necessary to remedy the effects of Defendant's unlawful conduct;

e) For actual, compensatory, statutory, enhanced, treble, punitive, and/or other monetary relief available under the asserted causes of action, including damages under New York General Business Law §§ 349 and 350, the Virginia Consumer Protection Act, and the Oregon Unlawful Trade Practices Act, as well as restitution and disgorgement, in amounts to be determined at trial or otherwise permitted by applicable law;

f) For pre-judgment and post-judgment interest on all amounts awarded, to the extent permitted by applicable law;

g) For an order awarding Plaintiffs and the Class members reasonable attorneys' fees, costs, and expenses to the extent authorized by applicable law; and

h) For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues and causes of action so triable.

Dated: September 4, 2026

Respectfully submitted,

/s/ Samuel R. Jackson

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