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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TRACEY BREWER, individually and on behalf of all others similarly situated, Plaintiff, v. CONAGRA BRANDS, INC., Defendant.	Case No. 2:26-cv-11681 CLASS ACTION COMPLAINT JURY DEMAND

Plaintiff Tracey Brewer ("Plaintiff"), on behalf of herself and all others similarly situated, allege the following class action complaint (the "Action") against Defendant Conagra Brands, Inc. ("Defendant") 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:

INTRODUCTION

1. This is a class action on behalf of consumers who purchased Duncan Hines Keto Friendly Gluten Free Products bearing the "0g added sugar" labeling described below (collectively, the "Products").[1]

2. Plaintiff and Class members, who have purchased these Products, bring this Action because of material representations which are false and misleading: Defendant markets and advertises the Products as "0g added sugar" (the "Representations"). Contrary to that representation, Defendant formulates the Products with added allulose, a monosaccharide that constitutes a sugar under the applicable federal labeling regulation.

[1] The Products include but are not limited to: Duncan Hines Keto Friendly Gluten Free No Sugar Added Birthday Cake Mix, Duncan Hines Keto Friendly Gluten Free No Sugar Added Double Chocolate Cake Mix, Duncan Hines Keto Friendly Gluten Free No Sugar Added Walnut Fudge Brownie Mix, Keto-Friendly Chocolate Chip Cookie Mix, Keto-Friendly Chewy Fudge Brownie Mix, Keto-Friendly Yellow Cake Mix, among others. Plaintiff reserves the right to amend this list.

3. Defendant's "0g added sugar" Representations are categorical and misleading. The Products prominently state "0g added sugar" on their principal display panels, communicating to reasonable consumers that no sugar has been added to the Products. Yet Defendant adds allulose—a monosaccharide and therefore a sugar—to the Products. Because the Representations expressly characterize the amount of added sugar in the Products as zero, they constitute nutrient-content claims governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(2).

4. "0g added sugar" is a reasonable variation or synonym of "no added sugar," "without added sugar," and "no sugar added" and therefore must comply with 21 C.F.R. § 101.60(c)(2). *See* 21 C.F.R. § 101.13(b)(4). Section 101.60(c)(2)(i) permits such a claim only if no sugar, as defined in § 101.9(c)(6)(ii), or any other ingredient containing sugars that functionally substitutes for added sugars, is added during processing or packaging. Defendant nevertheless adds allulose, a monosaccharide and sugar, to the Products during processing.

5. Defendant made the "0g added sugar" Representations to induce health-conscious consumers, including Plaintiff, to purchase the Products. These representations allowed Defendant to charge a price premium that Plaintiff and members of the proposed class would not have paid had they known that Defendant added multiple grams of allulose to the Products.

6. As a result, Plaintiff and members of the class paid for Products that were not as represented, paid more than they otherwise would have paid, and did

not receive the benefit of their bargains.

7. 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, Defendant uses false advertising and deceptive conduct which promises health-related benefits. 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 Defendant's representations are false and misleading. The Products also intentionally contain no warning whatsoever about potential risks and the tendency to cause health risks.

8. 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 Defendant's 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

9. Jurisdiction is proper in this Court under 28 U.S.C. §1332 (diversity jurisdiction). Specifically, this Court has subject matter and diversity jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action where the amount in controversy exceeds the sum or value of $5 million, exclusive of interest and costs, there are more than 100 members in the proposed class, and at least one class member is a citizen of a state different from Defendant.

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

11. Defendant routinely conducts business in the State where this district is located, has sufficient minimum contacts in this State, and has intentionally availed itself of this jurisdiction by marketing and selling products, and by accepting and processing payments for those products within this State.

12. Venue is proper in this Court under 28 U.S.C. § 1391 because Defendant maintains of the events that gave rise to Plaintiff's claims occurred within this District, and Defendant does business in this Judicial District. Plaintiff also resides in this District.

THE PARTIES

Plaintiff Tracey Brewer

13. Plaintiff Tracey Brewer is a resident and citizen of California residing in

Downey, California. On or around October 11, 2023, Plaintiff purchased a Duncan Hines Keto-Friendly Walnut Fudge Brownie Mix for personal use at a Ralphs store located in Long Beach, California. Before purchasing the Product, Plaintiff saw and relied on the prominent "0g added sugar" representation on its packaging. Plaintiff understood that representation to mean that Defendant had not added sugar to the Product. The representation was part of the basis of her bargain. Had Plaintiff known that Defendant added allulose, a sugar, to the Product, she would not have purchased it or would have paid less for it.

14. Plaintiff remains interested in purchasing baked goods that truly contain no added sugar. However, she cannot know for certain whether the false labeling and marketing of the Products have been or will be corrected, and the Products' composition may change over time. If Defendant continues to make the Zero Added Sugar Representations, Plaintiff will be unable to make informed purchasing decisions and is likely to be misled again unless Defendant is required to ensure that the Products' marketing is accurate. Plaintiff is an average consumer who is not sophisticated in the chemistry, manufacturing, or formulation of food products. Neither Plaintiff nor reasonable consumers have the specialized knowledge needed to determine independently whether allulose is a sugar.

Defendant Conagra Brands Inc.

15. Defendant Conagra Brands Inc. is an Illinois corporation with its

corporate headquarters at 222 W. Merchandise Mart Plaza, Suite 1300, Chicago, IL 60654. At all times during the class period, Defendant was the manufacturer, distributor, marketer, and seller of the Products. Defendant, directly and through its agents, has substantial contacts with and receives substantial benefits and income from and through the State of California.

FACTUAL BACKGROUND

16. 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."[2]

17. For decades, federal health authorities have recommended limiting added sugar intake.[3] 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.[4]

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[2] *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.); *Added Sugar*, The Nutrition Source, Harvard T.H. Chan School of Public Health (last reviewed Apr. 2022), https://nutritionsource.hsph.harvard.edu/carbohydrates/added-sugar-in-the-diet/

[3] 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; .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/

[4] *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),

18. Food manufacturers are aware of this demand and of the premium consumers will pay to satisfy it. Products labeled "no added sugar," "zero added sugar," and "0g added sugar" command higher prices than comparable products that do not bear those claims, and manufacturers reserve the front principal display panels of their packaging for claims they believe will most strongly influence a purchase.

19. Defendant has capitalized on that demand. It markets Products whose first ingredient is allulose, a sugar, while labeling and advertising them as "0g added sugar." Defendant thereby obtained an unfair competitive advantage over competitors whose zero added sugar claims are true, at the expense of unwitting consumers.

Defendant's False and Misleading Zero Added Sugar Representations

20. Defendant manufactures, markets, and sells its "0g added sugar" Products. The Products are sold at major retailers throughout California and the United States, including Amazon and Walmart, as well as grocery stores.

21. On the front labels of the Products, Defendant prominently states that the Products are "0g sugar added." Examples of these front-label claims are illustrated below. Defendant continues to reinforce this message in related labeling.

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https://www.adm.com/en-us/news/adm-stories/adm-launches-sweet-insights-tool-for-navigating-sugar-reduction-trends-worldwide.


Duncan Hines
CHOCOLATE CHIP
COOKIE MIX
KETO
FRIENDLY
GLUTEN FREE
2g
NET CARBS*
PER SERVING
0g
ADDED SUGAR
PER SERVING
SOFT AND CHEWY
NET WT 8.8 OZ
(249.5g)


Duncan Hines
CHEWY FUDGE
BROWNIE MIX
KETO
FRIENDLY
GLUTEN FREE
2g
NET CARBS*
PER SERVING
0g
ADDED SUGAR
THICK AND FUDGY
NET WT 10 OZ
(283.5g)


Duncan Hines
KETO
FRIENDLY
DOUBLE CHOCOLATE
Cake MIX
5g
net carbs*
0g
added sugar
NOT A LOW CALORIE FOOD
8g
protein
NET WT 2.1 OZ (60g)



22. Defendant disseminated the Representations through the Products' packaging, its own website and other online marketing. The Representations also appear in listings on Amazon.com, Walmart.com, and other online platforms. The labels declare "0g Added Sugars" on the front of the Products and, depending on the variation, disclose as little as 2 grams of Total Sugars on the Supplement Facts panel, despite identifying allulose as the first or second ingredient in the ingredient list. Even more notably, the Products do not disclose anywhere on their packaging the amount of allulose they contain. Instead, Defendant provides this information only on its website, which reveals that certain Products contain as much as 21 grams of allulose per serving—more than ten times the amount of Total Sugars disclosed on the packaging.



NUTRITION FACTS

1 serving per container

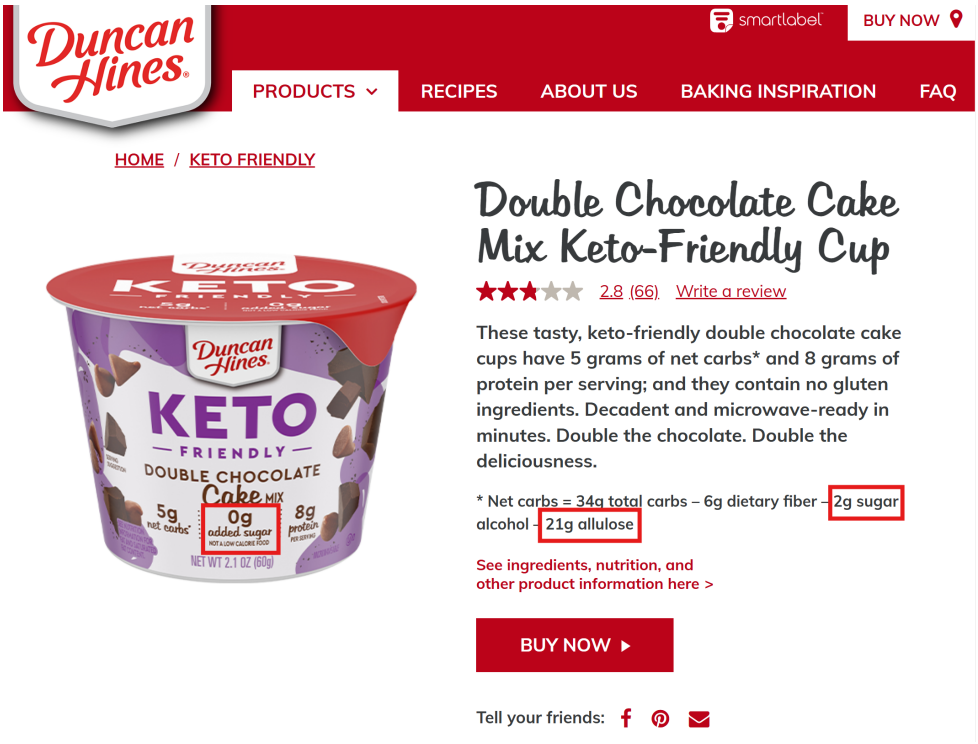
Serving Size	1 container cake mix (60g)	
Calories	**300**	
		% DV*
Total Fat	14g	18%
Saturated Fat	5g	25%
Trans Fat	0g	
Cholesterol	0mg	0%
Sodium	200mg	9%
Total Carb.	34g	12%
Dietary Fiber	6g	21%
Total Sugars	2g	
Incl. 0g Added Sugars		0%
Sugar Alcohol	2g	
Protein	8g	10%
Vitamin D	0mcg	0%
Calcium	50mg	4%
Iron	2.7mg	15%
Potassium	590mg	15%



INGREDIENTS:

Allulose, Almond Flour, Coconut Flour, Palm Oil, Dried Egg Whites, Cocoa Powder Processed With Alkali, Maltitol, Unsweetened Chocolate Processed with Alkali, Contains 2% or Less of: Leavening (Cream of Tartar, Baking Soda), Cocoa Butter, Salt, Stevia Sweetener (Steviol Glycosides), Soy Lecithin, Vanilla Extract, Whole Milk Powder, Natural Flavor.

Contains: Egg, Milk, Soy, Tree Nuts (Almond, Coconut).



Duncan Hines

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HOME / KETO FRIENDLY

Double Chocolate Cake Mix Keto-Friendly Cup

★★★☆☆ 2.8 (66) Write a review

These tasty, keto-friendly double chocolate cake cups have 5 grams of net carbs* and 8 grams of protein per serving; and they contain no gluten ingredients. Decadent and microwave-ready in minutes. Double the chocolate. Double the deliciousness.

* Net carbs = 34g total carbs – 6g dietary fiber – 2g sugar alcohol – 21g allulose

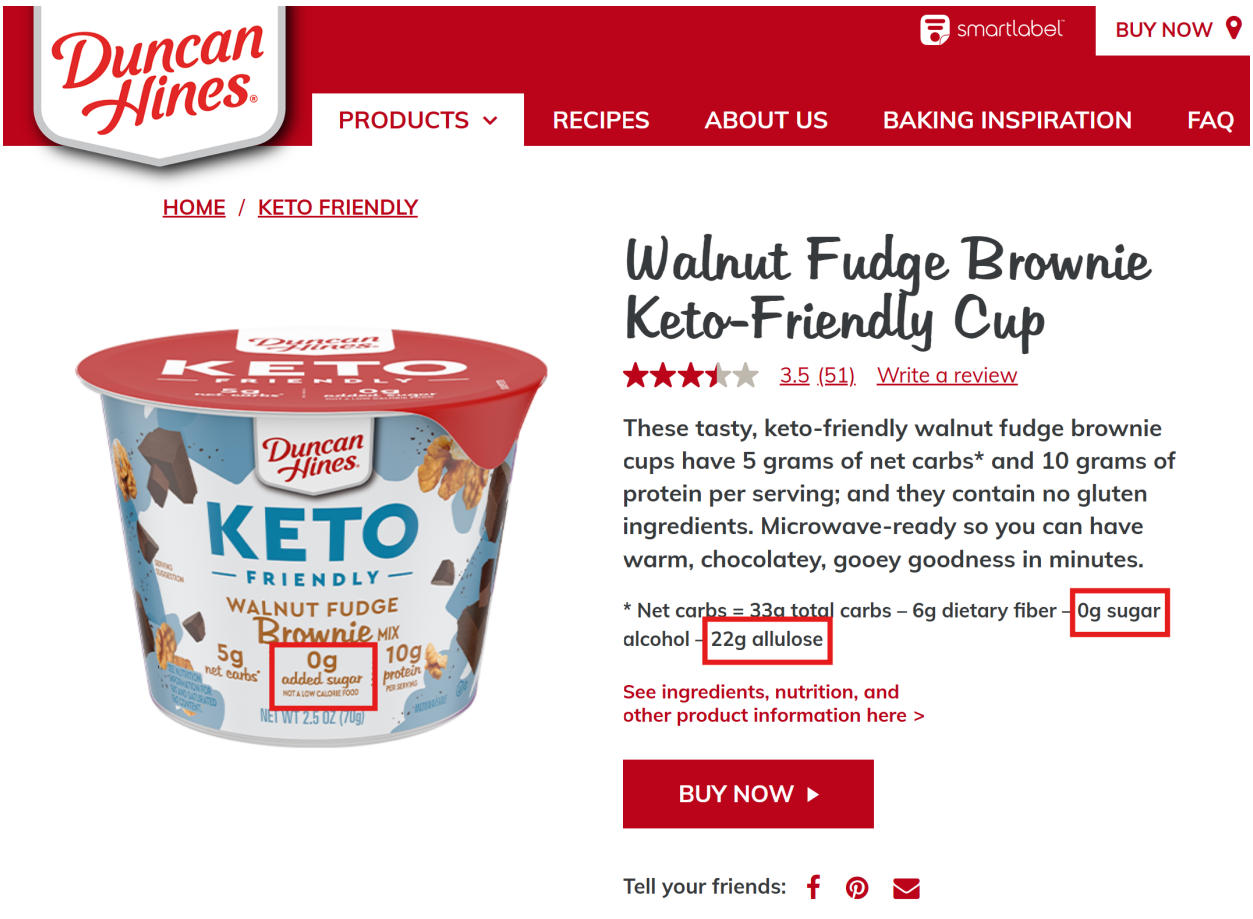
See ingredients, nutrition, and other product information here >

BUY NOW ▸

Tell your friends:







23. The Representations communicate to reasonable consumers that the Products contain no added sugar. That is the plain and ordinary meaning of "0g sugar

added," and federal and California law prescribe an objective standard governing when that term may be used.

24. "0g added sugar" is an absolute, objective, and quantitative claim concerning a measurable physical attribute of the Products. Federal law permits "no added sugar" claims only when the conditions set forth in 21 C.F.R. § 101.60(c)(2) are satisfied, including that no amount of sugars, as defined in § 101.9(c)(6)(ii), is added during processing or packaging. The Products' "2g Total Sugars" Nutrition Facts declarations further reinforce the no-added-sugar message to consumers, while failing to disclose that certain Products contain 21 grams of allulose, a sugar—more than ten times the amount of Total Sugars disclosed on the packaging.

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.[5] No such rulemaking ever occurred.

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

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

allulose 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.[6] 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,

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[6] Wenli Zhang et al., D-Allulose, a Versatile Rare Sugar: Recent Biotechnological Advances and Challenges, 63 CRITICAL REVS. FOOD SCI. & NUTRITION 5661, 5661 (2023) (published online Dec. 29, 2021), https://doi.org/10.1080/10408398.2021.2023091.

[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

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]

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 Supplement Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Supplement Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c).

31. The "0g added 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). Defendant's 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

[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.

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)(2) governs the use of the terms "no added sugar," "without added sugar," and "no sugar added." That regulation permits those terms only if all specified requirements are satisfied, including:

> (i) No sugars, as defined in § 101.9(c)(6)(ii), or ingredients containing sugars that functionally replace added sugars are added during processing or packaging; and
>
> (ii) The product contains no ingredients with added sugars, such as jam, jelly, or concentrated fruit juice.

34. Plaintiff alleges that the Product's "0g added sugar" Representation is misleading. Section 101.60(c)(2)(i) cross-references the definition of sugars in 21 C.F.R. § 101.9(c)(6)(ii). Although allulose is a monosaccharide, FDA guidance provides for enforcement discretion concerning its exclusion from the amounts of Total Sugars and Added Sugars declared on Nutrition Facts labels.

35. By Defendant's own admission on their website, each serving of the Products, depending on the variant, can contain up to twenty-two grams of allulose. The Products nevertheless bear the Representation "0g added sugar," which Plaintiff alleges is misleading for the reasons set forth in this Complaint.

36. Defendant's failure to disclose on the Products' packaging the amount of allulose they contain further contributes to the misleading impression conveyed by the "0g added sugar" Representation. Instead, consumers must visit Defendant's website to learn that certain Products contain as much as 22 grams of allulose per serving.

37. Plaintiff alleges that reasonable consumers would not understand from the Products' packaging that Defendant adds as much as 22 grams of allulose per serving to certain Products while simultaneously declaring "0g added sugar," particularly where the amount of allulose is not disclosed anywhere on the Products' packaging.

38. 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).

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

Defendant's Conduct Violates California's Food Labeling Laws

40. Defendant's marketing, advertising, distribution, and sale of the Products violate the misbranding provisions of California's Sherman Food, Drug, and

Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the "Sherman Law"), which adopts federal food-labeling regulations as California regulations. Cal. Health & Safety Code § 110100(a); see also id. § 110670.

41. Defendant's marketing, advertising, distribution, and sale of the Products violate the Sherman Law's misbranding provisions, including:

(a) Section 110660 (a food is misbranded if its labeling is false or misleading in any particular);

(b) Section 110670 (a food is misbranded if its labeling does not conform with the requirements for nutrient content or health claims set forth in 21 U.S.C. § 343(r));

(c) Section 110760 (making it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded);

(d) Section 110765 (making it unlawful for any person to misbrand any food); and

(e) Section 110770 (making it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food).

42. Defendant's marketing, advertising, distribution, and sale of the Products also violate the Sherman Law's false-advertising provisions, including: (a) Section 109885, which defines "advertisement" to include representations on products and their packages, and Section 110390, which prohibits dissemination of food

advertisements that are false or misleading in any particular; (b) Section 110395 (making it unlawful to manufacture, sell, deliver, hold, or offer to sell any falsely or misleadingly advertised food); (c) Sections 110398 and 110400 (making it unlawful to advertise misbranded food or to deliver or proffer for delivery any food that has been falsely or misleadingly advertised).

43. Because the Products bear "0g added sugar" and "2g Total Sugar" nutrient-content claims while containing twenty-one grams of allulose (depending on the variant) and omitting ingredient disclosure, the Products are misbranded under California law, and Defendant's advertising, distribution, and sale of the Products are unlawful. The parallel federal standards are 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (b)(4), and (c), and 101.60(a)(1)–(3), (c)(1).

Reasonable Consumers Would Be Misled By Defendant's Deception.

44. 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 contain "0g added sugar." Consumers are not expected to look beyond misleading representations on the front of the package to discover that those representations are false.

45. Defendant's deception is especially misleading because a consumer who reviews the Supplement Facts panels would encounter a declaration of only 2g of Total Sugars, while the ingredient statements identify allulose as the first ingredient

in certain Product variants and the second ingredient in others. Yet, nowhere on the packaging does Defendant disclose the amount of allulose contained in the Products. A consumer would have to visit Defendant's website to discover that certain Products contain 21 grams of allulose per serving—more than ten times the amount of Total Sugars disclosed on the packaging.

46. 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. Defendant is responsible for ensuring that its express labeling and marketing claims are truthful and not misleading.

Defendant Knew the Representations Were False

47. Defendant knew, or should have known, that the Representations were false, misleading, deceptive, and unlawful when it formulated, labeled, marketed, advertised, distributed, and sold the Products. Specifically, Defendant knew that: (a) the Products contain added allulose; (b) allulose is a free monosaccharide and sugar; (c) Defendant adds multiple grams of allulose to each mix during processing; (d) the Products' labels nevertheless represent that they contain "0g added sugar"; (e) reasonable consumers would rely on those labels when purchasing the Products; (f) consumers would not receive the represented benefit of the bargain; and (g) the representations enabled Defendant to charge a premium for Products containing added allulose.

48. Defendant, as the formulator, manufacturer, marketer, and distributor of the Products, controlled, or participated in, making the Representations on the Products' labels and advertisements. Defendant controls the Products' formulation, ingredient statements, Nutrition Facts panels, packaging, and marketing. Defendant lists allulose as the first or second ingredient, depending on the variation, while printing the "0g added sugar" Representations prominently on the Products' packaging.

49. Defendant could have stopped using the Representations, accurately qualified them, or reformulated the Products to ensure that the Representations were true. Despite its knowledge that consumers reasonably rely on the Representations, Defendant chose to continue using them, thereby causing consumers to buy or overpay for the Products.

Defendant's "0g Added Sugar" Claims Injured Plaintiff and the Classes

50. Defendant concealed or failed to disclose material facts about the Products, including: (a) that allulose is a free monosaccharide and sugar; (b) that Defendant deliberately adds multiple grams of allulose to each mix during processing; (c) that the Products do not comply with the conditions governing "no added sugar" claims under 21 C.F.R. § 101.60(c)(2); (d) that the Products do not conform to the "0g added sugar" Representations; and (e) that the Products are misbranded under federal and California law as a result of the "0g added sugar" Representations.

51. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiff and class members in that they: (a) paid money for Products that were not as represented; (b) paid a premium for the Products; (c) were deprived of the benefit of their bargains; and (d) purchased misbranded Products that could not lawfully have been sold as labeled because they violate the applicable federal nutrient-content regulations and California food-labeling law.

52. Had Plaintiff and class members known that Defendant deliberately added allulose to the Products, they would not have purchased the Products or would have paid substantially less for them.

53. Accordingly, Plaintiff and the Class Members (as defined below) suffered injury in fact and lost money or property because of Defendant's wrongful conduct.

Plaintiff Lacks an Adequate Remedy at Law

54. Plaintiff lacks an adequate remedy at law for the future harm described above. Damages cannot remedy Plaintiff's inability to rely on Defendant's Representations when deciding whether to purchase the Products in the future. Only injunctive relief requiring Defendant to cease or correct the misleading Representations can address that prospective harm.

55. Equitable relief is also necessary because legal remedies may prove inadequate to provide complete relief, including restitution measured by the

difference between the prices Plaintiff and Class Members paid and the value of the Products as received, and disgorgement of revenues Defendant unfairly obtained, which are equitable remedies not necessarily coextensive with damages.

56. Equitable relief is additionally appropriate because the statutes of limitations for the asserted causes of action vary. The UCL and FAL carry four-year limitations periods, which may reach purchases not fully remediable under other causes of action.

57. The scope of actionable misconduct under the FAL and UCL is also broader than under the other causes of action asserted herein. The FAL and UCL prohibit Defendant's fraudulent marketing scheme. Plaintiff's common-law claim is more limited, focusing on duties arising from Defendant's Representations at the point of purchase. The UCL may also borrow statutory prohibitions that do not themselves create a private cause of action.

CLASS ACTION ALLEGATIONS

58. Plaintiff brings this action pursuant to the provisions of Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and the following Classes:

> **Nationwide Class:** All persons in the United States who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use.
>
> **and**
>
> **California Subclass:** All persons in California who, during the

maximum period of time permitted by law, purchased Defendant's Products for their personal use (together with Nationwide Class as "Members of the Class," "Class Members" or "Classes").

59. Excluded from the Class are the following individuals and/or entities: Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant 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.

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

61. 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.

62. 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 Class may be notified of the pendency of this action by mail and/or publication

through the distribution records of Defendant and third-party retailers and vendors.

63. 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 in fact "0g added sugar";

c. Whether reasonable consumers would understand Defendant's representations and warranties concerning the Products to be untrue and misleading;

d. Whether Defendant's representations and warranties were material;

e. Whether the Products are misbranded under federal law and, with respect to the California Subclass, California law;

f. Whether Defendant was unjustly enriched as a result of the unlawful conduct alleged in this Complaint;

g. Whether Plaintiff and the Members of the Class have suffered damages as a result of Defendant's actions and the amount of those damages;

h. Whether Plaintiff and the Members of the Class are entitled to statutory damages; and

i. Whether Plaintiff and the Members of the Class are entitled to attorneys' fees and costs.

64. With respect to the California Subclass, additional questions of law and fact common to the members include whether Defendant violated California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750 et seq., California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500 et seq., and California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq.

65. 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 Defendant's common course of conduct in violation of law, as alleged herein.

66. 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.

67. 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.

68. 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.

69. 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.

70. This class action is also appropriate for certification because Defendant has 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.

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

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

73. Further, Defendant has 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.

CLAIMS FOR RELIEF

COUNT ONE
Violation of California's Consumers Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750 et seq.
(On Behalf of Plaintiff and the California Subclass)

74. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

75. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

76. Civil Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have."

77. Civil Code § 1770(a)(7) prohibits "[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another."

78. Civil Code § 1770(a)(9) prohibits "advertising goods or services with intent not to sell them as advertised."

79. Defendant profited from sales of the falsely and deceptively advertised

Products by representing that the Products are "0g added sugar" even though they contain added allulose and omit the required asterisk and ingredient disclosure.

80. Defendant's wrongful business practices constituted, and still constitute, a continuing course of conduct in violation of the CLRA.

81. On October 7, 2026, counsel for Plaintiff mailed a pre-suit notice letter pursuant to Cal. Civ. Code § 1782 via certified mail, return receipt requested, to Defendant. The letter provided notice of the alleged CLRA violations and other consumer protection statutes on behalf of the class members and demanded that the recipients correct the unlawful, unfair, false, or deceptive practices alleged herein. A copy of the letter is attached hereto as **Exhibit A**.

82. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice, pursuant to section 1782 of the CLRA, Plaintiff intends to amend the complaint to seek actual, punitive, and statutory damages.

83. Plaintiff seeks all available relief under the CLRA for all violations complained of herein.

84. Accordingly, Plaintiff and the other Class members seek restitution and an order enjoining the acts and practices described above.

85. Pursuant to § 1780(d) of the CLRA, attached hereto as **Exhibit B** is the affidavit showing that this action has been commenced in the proper forum.

COUNT TWO
Violation of California's Unfair Competition Law ("UCL")
Cal. Bus. & Prof. Code § 17200 et seq.
(On Behalf of Plaintiff and the California Subclass)

86. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

87. Plaintiff brings this claim individually and on behalf of the California Subclass against Defendant.

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

89. Plaintiff has standing to pursue this claim because she suffered an injury in fact and lost money or property as a result of Defendant's conduct. Plaintiff purchased the Product for personal use, relied on Defendant's representation that the Product was "0g added sugar" and spent money she otherwise would not have spent had she known it contained added allulose without the required asterisk and ingredient disclosure.

90. The UCL defines unfair competition to "mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code." Cal. Bus. & Prof. Code § 17200. A business act or practice is "unlawful" if it violates any established state or federal law. A practice is unfair if it (1) offends public policy;

(2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL allows "a person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204. Such a person may bring such an action on behalf of themself or others similarly situated who are affected by the unlawful or unfair business practice or act.

91. Defendant's acts, as described above, constitute unlawful, unfair, and fraudulent business practices pursuant to California Business & Professions Code § 17200 et seq.

92. Defendant violated the UCL's proscription against engaging in Unlawful Business Practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500 et seq.; the CLRA, Cal. Civ. Code § 1770 et seq.; the Sherman Law, including, without limitation, Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760, 110765, and 110770; and the federal food labeling requirements adopted by the Sherman Law, including 21 U.S.C. § 343(a)(1) and (r)(1)(A) and 21 C.F.R. §§ 101.13 and 101.60(c)(1).

93. Defendant has also violated the UCL's proscription against engaging in Unfair Business Practices. Defendant's acts, omissions, misrepresentations, practices, and nondisclosures as alleged herein also constitute unfair business acts and practices within the meaning of Business & Professions Code § 17200 et seq. Defendant's conduct is substantially injurious to consumers, offends public policy,

and is immoral, unethical, oppressive, and unscrupulous. The gravity of Defendant's conduct outweighs any alleged benefits attributable to it. There is no utility in representing that a product containing allulose, a sugar, contains no sugar. Furthermore, Defendant's false and misleading representations are detrimental to competitors offering zero grams of added sugar that either do not make similar claims or do not contradict those claims by sweetening their products with added sugar. Defendant's misrepresentations and omissions therefore harm consumers and the market as a whole.

94. Plaintiff and the California Subclass members suffered substantial injury by virtue of buying the Products that they would not have purchased absent Defendant's unlawful, fraudulent, and unfair marketing, advertising, packaging, and omissions about the presence of allulose and the omitted ingredient disclosure in the Products. The gravity of the consequences of Defendant's conduct as described above outweighs any justification, motive, or reason therefor, particularly considering the available legal alternatives in the marketplace. Such conduct is immoral, unethical, or unscrupulous; it offends established public policy and is substantially injurious to Plaintiff and the California Subclass members.

95. Plaintiff and the California Subclass members could not have reasonably avoided their injury or known that the Products' prominent labeling and marketing were inaccurate. Furthermore, consumers lack the specialized knowledge to determine whether an ingredient such as allulose is a sugar, and the Products'

Supplement Facts panels declared "2 g Total Sugars," while the ingredient statements omitted the required asterisk and disclosure concerning the twenty one grams of allulose. As such, they could not have reasonably avoided the injury they suffered.

96. Pursuant to California Business and Professions Code § 17203, Plaintiff and the California Subclass members seek restitution, attorneys' fees, and all other relief that the Court deems proper.

COUNT THREE

Violation of California's False Advertising Law
Cal. Bus. & Prof. Code § 17500
(On Behalf of Plaintiff and the California Subclass)

97. Plaintiff realleges and reincorporates every allegation set forth in the preceding paragraphs as though fully set forth herein.

98. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

99. Defendant's acts and practices, as described herein, have deceived or are likely to deceive members of the California Subclass and the public. Defendant represents that the Products are "0g added sugar" even though they contain added allulose and omit the required asterisk and ingredient disclosure.

100. Defendant has disseminated uniform advertising regarding the Products throughout California and the United States. The advertising was unfair, deceptive,

untrue, or misleading within the meaning of Cal. Bus. & Prof. Code § 17500 and was intended and likely to deceive consumers. Defendant's above-described advertising is likely to deceive because Defendant affirmatively represents that the Products are "0g added sugar."

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

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

103. Plaintiff and the California Subclass members seek restitution, attorneys' fees, and all other relief that the Court deems proper.

COUNT FOUR

Unjust Enrichment

(On Behalf of Plaintiff and the Nationwide Class or, alternatively, the California Subclass)

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

105. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant under California law or, in the alternative, on behalf of the California Subclass.

106. To the extent required, Plaintiff asserts this cause of action in the alternative to her legal claims, as permitted by Federal Rule of Civil Procedure 8.

107. Plaintiff and the Class Members conferred a benefit on Defendant in the form of revenues Defendant derived from their purchases of the Products.

108. Defendant knew of the benefit Plaintiff and the Class Members conferred on it.

109. Defendant has been unjustly enriched by retaining revenues from Plaintiff' and Class Members' purchases. That retention is unjust because Defendant misrepresented that the Products were sugar free, causing purchases that otherwise would not have occurred or would have occurred only at lower prices.

110. Defendant accepted and retained the benefit of revenues derived from sales of the Products to Plaintiff and Class Members.

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

112. Plaintiff and Class Members are therefore entitled to restitution in the form of revenues derived from Defendant's sale of the Products.

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

114. Plaintiff and the Class Members have suffered injury in fact and lost money as a result of Defendant's conduct.

115. Plaintiff and the Class Members lack an adequate remedy at law with

respect to this claim and seek equitable relief as allowed by law.

116. Legal remedies available to Plaintiff and the Class Members are inadequate because they are not as prompt, certain, or efficient as equitable relief. Damages are not as certain as restitution because the standard that governs restitution is different from the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiff has failed to adduce sufficient evidence to support an award of damages. Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not as certain as restitution because such claims require different elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and each member of the proposed Class, respectfully request that the Court enter judgment in their favor and for the following specific relief against Defendant as follows:

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

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

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

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

5. For prejudgment interest on all amounts awarded;

6. For an order of restitution and all other forms of equitable monetary relief;

7. For injunctive relief as pleaded or as the Court may deem proper, including an order requiring Defendant to cease labeling, marketing, and selling the Products with the Representations and to make affirmative disclosures sufficient to dispel the public misperception created by Defendant's conduct; and

8. For an order awarding Plaintiff's and the Classes' reasonable attorneys' fees, expenses, and costs of suit.

JURY DEMAND

Plaintiff, individually and on behalf of the Class, hereby demands a trial by jury for all issues triable by jury.

Dated: October 7, 2026

Respectfully submitted,

By: /s/ Daniel Srourian

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**Pro Hac Vice admission forthcoming*

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October 7, 2026

VIA USPS-CERTIFIED MAIL
AND REGULAR MAIL

C T Corporation System
Registered Agent for Conagra Brands Inc.
208 So\O Lasalle St, Suite 814
Chicago, IL 60604-1101

RE: *Notice of Claim and Violations of the Consumer Legal Remedies Act ("CLRA"), California Civil Code §§ 1750, et seq. Concerning the Labeling and marketing of Conagra Brands Inc., Duncan Hines Keto Friendly Gluten Free Products labeled as "0g added sugar."*

Dear Registered Agent for Conagra Brands Inc.:

My firm represents Tracey Brewer ("Client"), a citizen and resident of Downey, California, who purchased one or more units of Conagra Brands Inc., Duncan Hines Keto Friendly Gluten Free Products that were labeled and advertised as "0g added sugar" (the "Products").[1] Specifically, in or around November 2023, Client purchased Duncan Hines Keto Friendly Gluten Free No Sugar Added Walnut Fudge Brownie Mix for personal use from a Ralphs store located in Long Beach, California. The Products were designed, manufactured, marketed, distributed, and/or sold by Conagra Brands Inc. ("Conagra").

The purpose of this letter is to provide Conagra with notice pursuant to California Civil Code § 1782 that Client demands that Conagra redress the violations of the Consumer Legal Remedies Act ("CLRA"), California Civil Code §§1750, et seq., as described in detail below within thirty (30) days of receipt of this letter. If such redress is not made within thirty (30) days of receipt of this letter, our Client will file a class action complaint against Conagra, on behalf of Client for violations of the CLRA and include causes of action for breach of warranties on behalf of herself and a Class of consumers who purchased the Products seeking monetary damages and equitable relief.

Specifically, Conagra distributed and/or sold the Products in stores throughout the United States, including California. Through its marketing and promotion of the Products, including the

[1] The Products include but are not limited to: Duncan Hines Keto Friendly Gluten Free No Sugar Added Birthday Cake Mix, Duncan Hines Keto Friendly Gluten Free No Sugar Added Double Chocolate Cake Mix, Duncan Hines Keto Friendly Gluten Free No Sugar Added Walnut Fudge Brownie Mix, Keto-Friendly Chocolate Chip Cookie Mix, Keto-Friendly Chewy Fudge Brownie Mix, Keto-Friendly Yellow Cake Mix, among others. Plaintiff reserves the right to amend this list.

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Products' front labeling and website, Conagra represented to Client and other consumers that the Products contained "0g Added Sugar." This representation was prominently displayed on the front labeling of the Products. These representations are false and misleading because the Products do in fact contain sugar in the form of allulose. Allulose is a monosaccharide, and is thus a sugar under the applicable federal and California labeling standards. The Client purchased the Products based on the Products' front-label representations, and she relied on the Products' labeling claims before purchasing the Products. Therefore, the Client—like the Class—was deprived of the benefit of the bargain.

Thus, Conagra's labeling and marketing of the Products are false, misleading, and deceptive to all reasonable consumers, including the Client. Had the Client and all reasonable consumers known Conagra's Products were mislabeled, they would not have purchased them or would have paid less.

You are hereby put on notice that Conagra's conduct described herein violates various consumer protection statutes, including: Alabama Consumer Protection Act, Ala. Code §§ 8-19-1, et seq.; Alaska Unfair Trade Practices and Consumer Protection Act, Arizona Consumer Fraud Act, Ariz. Rev. Stat. §§ 44-1521, et seq.; Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101, et seq.; Cal. Bus. & Prof. Code §§ 17200 through 17594; Cal. Civ. Code §§ 1750 through 1785; Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1- 101, et seq.; Connecticut Trade Practices Act, Conn. Gen. Stat. §§ 42-110g, et seq.; Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, et seq.; Georgia Uniform Deceptive Trade Practices Act, Ga. Code Ann. §§ 10-1-390, et seq.; Idaho Consumer Protection Act, Idaho Code §§ 48-601, et seq.; Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. §§ 505, et seq.; Indiana Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1, et seq.; Iowa's Private Right of Action for Consumer Frauds Act, Iowa Code §§ 714H, et seq.; Kansas Consumer Protection Act, Kan. Stat. Ann §§ 50-623, et seq.; Kentucky Consumer Protection Act, Ky. Rev. Stat. §§ 367.110, et seq.; Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. §§ 51:1401, et seq.; Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-301, et seq.; Deceptive Acts or Practices Prohibited By Massachusetts Law, Mass. Gen. Laws ch. 93a, § 1, et seq.; Michigan Consumer Protection Act, Mich. Comp. Laws Ann. §§ 445.903, et seq.; Minnesota Consumer Fraud Act, Minn. Stat. §§ 325F.68, et seq. and Minn. Stat. §§ 8.31, et seq.; Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43, et seq.; Mississippi Consumer Protection Act, Miss. Code Ann. §§ 75-24-1, et seq.; Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. §§ 87-301, et seq.; Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. Ann. §§ 598.0903, et seq.; New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., New Mexico Unfair Practices Act, N.M. Stat. Ann. §§ 57-12-2, et seq.; N.Y. Gen. Bus. Law §§ 349-350; North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, et seq.; N.D. Cent. Code §§ 51-15:01-11, et seq.; Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §§ 1345.01, et seq.; Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, §§ 751, et seq.; Oregon Unlawful Trade Practices Law, Or. Rev. Stat. §§ 646.605 through 646.656; Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Cons. Stat. §§ 201-2 and 201-3, et seq.; Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1, et seq.; South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10,

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et seq.; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, et seq.; Texas Deceptive Trade Practices—Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41, et seq.; Utah Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1, et seq.; Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196, et seq.; Washington Consumer Protection Act, Wash. Rev. Code Ann. §§ 19.86.020, et seq.; West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-6-101, et seq.; and the Wisconsin Deceptive Trade Practices Act, Wis. Stat. §§ 100.18, et seq.

In addition, Conagra's material misrepresentations, active concealment, and failure to disclose the true nature of the Products violate the express and implied warranty statutes of all fifty (50) states.

Conagra has also violated, and continues to violate, the CLRA in at least the following respects:

a.) in violation of Section 1770(a)(4), Conagra has used deceptive representations with respect to the Products;

b.) in violation of Section 1770(a)(5), Conagra has represented that the Products have characteristics and benefits they do not have;

c.) in violation of Section 1770(a)(7), Conagra has represented that the Products are of a particular standard when they are not; and

d.) in violation of Section 1770(a)(9), Conagra has advertised the Products with the intent not to sell them as advertised.

Section 1782 of the California Civil Code provides that the party receiving notice under this section is required to "correct, repair, replace, or otherwise rectify" the goods alleged to be in violation within thirty (30) days after receipt of this letter, and must ensure that appropriate notice by Conagra of this remedial action is made to all consumers who purchased the Products. Accordingly, we demand that Conagra cease and desist from engaging in the foregoing violations of the CLRA immediately. We also request that Conagra reimburse both the Client and all mislabeled product purchasers. On behalf of Tracey Brewer, we also request that Conagra provide for all costs, reasonable attorney fees, and claims administration costs pursuant to California Civil Code sections 1750, et seq.

If Conagra fails to correct these violations within thirty (30) days, the Client has the right to file their class action suit for monetary damages.

However, if you would like to discuss resolving these violations before litigating this matter, I invite you to contact me soon. My phone number is 215-559-6072, and my email address is klaukaitis@laukaitislaw.com

I look forward to hearing from you.

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Very truly yours,

/s/ Kevin Laukaitis
Kevin Laukaitis

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Attorneys for Plaintiff and the Putative Class

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TRACEY BREWER, individually and on behalf of all others similarly situated, Plaintiff, v. CONAGRA BRANDS, INC., Defendant.	Case No. **AFFIDAVIT OF DANIEL SROURIAN CONCERNING VENUE** **JURY DEMAND**

I, DANIEL SROURIAN, declares as follows:

1. I am an attorney duly licensed to practice before all courts of the State of California. I am Counsel at the law firm Srourian Law Firm, P.C., counsel of record for the plaintiff in the above-entitled action.

2. Defendant Conagra Brands, Inc. has done and is doing business in this Judicial District. Furthermore, Plaintiff Tracey Brewer resides in Downey, California, Los Angeles County.

3. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 7, 2026, in Los Angeles, California.

By: *Daniel Srourian*

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