IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LAUREN CARROLL-GROSS, individually and on behalf of herself and all others similarly situated, Plaintiff, v. CONAGRA BRANDS, INC., Defendant.	Case No. 1:26-cv-12625 **CLASS ACTION COMPLAINT** Jury Trial Demanded

CLASS ACTION COMPLAINT

Plaintiff Lauren Carroll-Gross ("Plaintiff"), by her undersigned attorneys, individually and on behalf of all others similarly situated, upon personal knowledge as to herself and her own acts, and upon information and belief as to all other matters, brings this Class Action Complaint against Defendant Conagra Brands, Inc. ("Defendant" or "Conagra") for violations of state statutes and common-law doctrines, seeking actual damages, statutory damages, restitution, injunctive relief, pre- and post-judgment interest, and reasonable attorneys' fees and costs. Plaintiff alleges the following upon personal knowledge as to herself and her own actions, and upon information and belief, including the investigation of her counsel, as to all other matters.

NATURE OF THE ACTION

1. This class action challenges Defendant's false and misleading marketing of its Duncan Hines Keto Friendly baking mixes and dessert cups (the "Products"), which Defendant sells in retail stores and online throughout Illinois and the United States, including at Walmart.

2. Plaintiff and members of the proposed class purchased the Products because of Defendant's material representation, displayed prominently on the front of the Products'

packaging and throughout their online marketing, that the Products contain "0g Added Sugar" per serving (the "Representation"). Defendant and its retail partners also market the Products as having "Zero Sugar Added" and "0 grams added sugar."

3. Unbeknownst to reasonable consumers, however, despite the representation that no sugar has been added to the Products, Defendant adds sugar to every one of them in the form of allulose. Allulose is a monosaccharide and therefore a sugar under the federal labeling standard that Illinois law enforces. Because Defendant adds it during processing as a sweetener "in place of regular sugar," it is an added sugar.

4. The presence of added sugar in the Products is confirmed by Defendant's own labels: each Product's ingredient statement lists allulose as a principal ingredient—in the Keto Friendly Chocolate Chip Cookie Mix, allulose is the second ingredient, immediately after almond flour— and Defendant's own front-of-package "net carbs" footnotes disclose that each serving contains several grams of allulose—3 grams per serving of the Keto Friendly Chocolate Chip Cookie Mix, 4 grams per serving of the Keto Friendly Classic Yellow Cake Mix, and as much as 21 grams per serving of the Keto Friendly Cake Cups. A product to which Defendant has added grams of sugar per serving is not, and cannot truthfully be labeled as containing, "0g Added Sugar."

5. Defendant made the Representation to induce consumers, including Plaintiff, to purchase the Products. The Representation is false and misleading: sugar is added to the Products, and Defendant's own labels say otherwise.

6. This is a classic occurrence of "healthwashing," where companies like Defendant seek to induce the sale of a consumer product by making it appear healthier than it is, leading consumers like Plaintiff to buy products that do not deliver the represented benefit. Defendant

markets its Keto Friendly line to consumers who are deliberately avoiding sugar—including diabetics and those following low-carbohydrate diets—under the slogan "Skip the sugar, not the sweets!" This representation commands a price premium that Plaintiff and class members would not have paid had they known the Products contain added sugar in the form of allulose.

7. As a result of Defendant's conduct, Plaintiff and the class members were harmed by paying a price premium for the Products that they otherwise would not have paid, or would not have purchased the Products at all.

8. Accordingly, Plaintiff, on behalf of herself and all others similarly situated, brings this action seeking actual damages, statutory damages, restitution, injunctive relief, pre- and post-judgment interest, and reasonable costs and attorneys' fees under state statutes and common-law doctrines.

JURISDICTION AND VENUE

9. This Court has subject-matter jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because (1) the matter in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs; (2) the action is a class action; (3) there are members of the Classes who are citizens of states different from Defendant; and (4) there are more than 100 Class members. Plaintiff is a citizen of Illinois, and Defendant is a citizen of Delaware and Illinois. None of the exceptions to jurisdiction set forth in 28 U.S.C. § 1332(d)(3)–(4) applies because, upon information and belief, fewer than one-third of the members of the proposed Classes in the aggregate are citizens of Illinois.

10. This Court has general personal jurisdiction over Defendant because Defendant's principal place of business is in Chicago, Illinois, within this District, and it is therefore at home in Illinois and subject to this Court's jurisdiction on all claims. In addition, the Court has specific

personal jurisdiction because the claims asserted in this Complaint arise from Defendant's contacts with this District. At all times relevant to this matter, Defendant, individually or through its agents, subsidiaries, officers, and/or representatives, operated, conducted, engaged in, and carried on a business venture in Illinois, and/or marketed, advertised, distributed, and/or sold the Products, committed a statutory violation within Illinois related to the allegations made herein, and caused injuries to Plaintiff and the putative class members that arose out of acts and omissions occurring in the State of Illinois during the relevant period.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District: Plaintiff resides in this District, viewed and relied upon the challenged Representation in this District, and purchased the Products at a Walmart store in this District, and, upon information and belief, the labeling, packaging, marketing, and advertising decisions that produced and disseminated the challenged Representation were made, reviewed, and approved at Defendant's Chicago headquarters. Venue is also proper pursuant to 28 U.S.C. § 1391(b)(1) and (c)(2) because Defendant resides in this District, and thus is subject to this Court's personal jurisdiction.

PARTIES

12. Plaintiff Lauren Carroll-Gross is a citizen of the United States and the State of Illinois residing in Plainfield, Illinois. Plaintiff regularly purchased the Products for personal and household use, including Duncan Hines Keto Friendly Chocolate Chip Cookie Mix and Duncan Hines Keto Friendly Classic Yellow Cake Mix, from the Walmart store located at 1401 Illinois Route 59 in Shorewood Illinois, for approximately $5.97 each. Plaintiff purchased the Products frequently over the past two years, and most recently purchased the Products in or around September 2026.

13. Plaintiff's son has Type 1 diabetes, and Plaintiff purchases products represented to have no added sugar for her household. Avoiding added sugar is therefore particularly important to her purchasing decisions. Before purchasing the Products, Plaintiff saw and relied upon the prominent "0g Added Sugar" Representation on the packaging. Plaintiff understood the Representation to mean that no sugar had been added to the Products, and the Representation was part of the basis of her bargain. Had Plaintiff known that Defendant added allulose, a sugar, to the Products, she would not have purchased them or would have paid substantially less for them.

14. Plaintiff remains interested in purchasing baking mixes and desserts that truly contain no added sugar. However, she cannot know with certainty whether the false labeling and marketing of the Products will be corrected, and the Products' composition and packaging may change over time. Defendant continues to make the Representation on its own website and through its retail partners' online listings. If Defendant continues to make the Representation, 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, and neither Plaintiff nor reasonable consumers have the specialized knowledge needed to determine independently whether a listed ingredient, such as allulose, is or contains a sugar. Nor can Plaintiff determine from the Products' labels how much sugar Defendant adds to the Products, because Defendant declares "0g" of Added Sugars on the Products' Nutrition Facts panels notwithstanding the allulose it adds to each serving.

15. Defendant Conagra Brands, Inc. is a Delaware corporation with its principal place of business at 222 West Merchandise Mart Plaza, Suite 1300, Chicago, Illinois 60654.[1] Defendant owns and operates the Duncan Hines brand, which it acquired through its 2018 acquisition of Pinnacle Foods Inc., and which sells cake mixes, brownie mixes, cookie mixes, frostings, and other baking products, including the Products challenged in this Complaint.

16. Defendant formulated or caused the formulation of, manufactured or caused the manufacture of, labeled, marketed, distributed, and sold the Products. Defendant sells the Products throughout the United States, including in Illinois and this District, through retail stores such as Walmart, Kroger-affiliated grocers, and other grocery stores, and online through third-party platforms such as Walmart.com and Amazon.com. Defendant authorized the false, misleading, and deceptive marketing, advertising, distribution, and sale of the "0g Added Sugar" Products to consumers nationwide, including in Illinois.

FACTUAL BACKGROUND

Consumers Pay a Premium for Products With No Added Sugar

17. Consumer demand for products containing no added sugars has grown substantially in light of the variety of dangerous health conditions associated with the consumption of sugar, with recent surveys reporting that a substantial majority of U.S. consumers are limiting or avoiding sugar in their diets.[2]

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[1] See Conagra Brands, Inc., Current Report (Form 8-K) (June 2026), https://www.sec.gov/Archives/edgar/data/23217/000002321726000018/R1.htm (identifying Delaware as Conagra's state of incorporation and 222 W. Merchandise Mart Plaza, Chicago, Illinois 60654 as its principal executive offices).

[2] *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/wpcontent/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf; ADM, ADM Launches Sweet Insights Tool for Navigating Sugar Reduction Trends, Worldwide (reporting that 83% of 13,900 surveyed consumers across 15 countries were limiting or avoiding sugar), https://www.adm.com/en-us/news/adm-stories/adm-launches-sweetinsights-tool-for-navigating-sugar-reduction-trends-worldwide.

18. Food manufacturers and retailers are acutely aware of this demand and of the premium consumers will pay to satisfy it. Products labeled "no added sugar," "0g added sugar," "zero sugar," or "sugar free" command higher prices than comparable products that do not bear those claims, and manufacturers reserve the front principal display panel of their packaging for the claims they believe will most motivate a purchase. That is especially true for the millions of consumers who, like Plaintiff's family, manage diabetes or otherwise must closely monitor their sugar intake, and for consumers following ketogenic and other low-carbohydrate diets.

19. Defendant has capitalized on that demand. It markets products sweetened with allulose, a sugar, while labeling and advertising them as having "0g Added Sugar." Defendant thereby obtained an unfair competitive advantage over competitors whose no-added-sugar claims are true, at the expense of unwitting consumers.

Defendant's False and Misleading Representation

20. Defendant manufactures, markets, and sells its Duncan Hines Keto Friendly line of baking mixes and single-serve dessert cups. Defendant launched the Keto Friendly Cake Cups in early 2020 and the Keto Friendly baking mixes in March 2021.[3] The Products are sold at major retailers throughout Illinois and the United States, including Walmart and grocery stores, as well as online through third-party marketplaces such as Walmart.com and Amazon.com.

21. The full list of the Products at issue in this case is as follows: (1) Duncan Hines Keto Friendly Chocolate Chip Cookie Mix; (2) Duncan Hines Keto Friendly Classic Yellow Cake Mix; (3) Duncan Hines Keto Friendly Chewy Fudge Brownie Mix; (4) Duncan Hines Keto

[3] See Conagra Brands, *Duncan Hines Introduces New Keto Friendly Cake Cups* (Dec. 27, 2019), https://www.conagrabrands.com/news-room/news-duncan-hines-introduces-new-keto-friendly-cake-cups-prn-122719; Duncan Hines, *Frequently Asked Questions – Keto Friendly*, *supra* (baking mixes shipping to stores beginning in March 2021).

Friendly Blueberry Muffin Mix; (5) Duncan Hines Keto Friendly Double Chocolate Cake Cup; (6) Duncan Hines Keto Friendly Birthday Cake Cup; (7) Duncan Hines Keto Friendly Walnut Fudge Brownie Cup; (8) Duncan Hines Keto Friendly Chocolate Chip Cookie Cup; and (9) all other Duncan Hines products containing allulose and bearing the "0g Added Sugar" Representation (collectively, the "Products").

22. On the front label of the Products, Defendant prominently represents that the Products contain "0g Added Sugar" per serving. The Representation appears in bold, oversized type in a circular badge beside Defendant's "KETO FRIENDLY" and "net carbs" claims. Below are illustrative samplings of the Products and the Representation:



23. The Representation is repeated on the back panel of the Products' packaging, which tells consumers that the Products let them "enjoy delicious chocolate chip cookies while keeping sugar and carbs in check" and that the cookies are "gluten free with zero sugar added!" The front and back panels of the Keto Friendly Chocolate Chip Cookie Mix, as displayed on the online product listing of retailer Meijer, are shown below:[4]



[4] Meijer, *Duncan Hines Keto Friendly Chocolate Chip Cookie Mix, 8.8 oz.*, https://www.meijer.com/shopping/product/duncan-hines-keto-friendly-chocolate-chip-cookie-mix--8-8-oz-/64420902017.html (last visited Oct. 8, 2026).

24. Defendant disseminates the Representation through the Products' packaging, its own website, duncanhines.com, and online product listings through retailers including Walmart. Defendant's website states, for example, that the Keto Friendly Chocolate Chip Cookies "have 0 grams added sugar," and introduces the Keto Friendly line with the slogan "Skip the sugar, not the sweets!"[5] Defendant's retail listings likewise describe the Products as made "with zero sugar added" and having "0 grams of added sugar."[6] Defendant positions the Products as a sugar-free alternative to its conventional cake, cookie, and brownie mixes.

25. Online retail listings for the Products also feature promotional images that, upon information and belief, Defendant created and supplied to its retail partners. Those images repeat the Representation, proclaiming that the cookies have "0g Added Sugar Per Serving" and urging consumers to "Skip the Added Sugar, Not the Sweets":[7]

[5] See, e.g., Duncan Hines, *Keto-Friendly Chocolate Chip Cookie Mix*, https://www.duncanhines.com/keto-friendly/baking-mixes/keto-friendly-chocolate-chip-cookie-mix ("these gluten free cookies have 0 grams added sugar") (last visited Oct. 8, 2026); Duncan Hines, *Keto Friendly*, https://www.duncanhines.com/keto-friendly ("Skip the sugar, not the sweets!") (last visited Oct. 8, 2026).

[6] *See*, e.g., Walmart.com, *Duncan Hines Keto Friendly Chocolate Chip Cookie Mix, 8.8 oz.*, https://www.walmart.com/ip/seort/573247191 ("Gluten-free, made with almond and coconut flour, with zero sugar added") (last visited Oct. 8, 2026); Walmart.com, *Duncan Hines Keto Friendly Chewy Fudge Brownie Mix, Gluten Free, Zero Sugar Added, 10 Oz*, https://www.walmart.com/ip/14805919282 ("2 grams of net carbs* and 0 grams of added sugar**") (last visited Oct. 8, 2026).

[7] *See* Meijer, *Duncan Hines Keto Friendly Chocolate Chip Cookie Mix, 8.8 oz.*, *supra*.





26. The same labels that bear the "0g Added Sugar" Representation disclose that the Products contain allulose. The ingredient statement of the Keto Friendly Chocolate Chip Cookie Mix, one of the Products Plaintiff purchased, lists allulose second, immediately after almond flour—meaning that allulose is present in a greater amount by weight than every other ingredient except almond flour. *See* 21 C.F.R. § 101.4(a)(1). The ingredient statement reads: "ALMOND FLOUR, ALLULOSE*, ERYTHRITOL*, INULIN*, UNSWEETENED CHOCOLATE, COCONUT FLOUR, RICE BRAN EXTRACT, RESISTANT DEXTRIN, CONTAINS LESS THAN 2% OF: COCOA BUTTER, SALT, NATURAL FLAVOR, SOY LECITHIN, STEVIOL GLYCOSIDES, SODIUM BICARBONATE, WHOLE MILK POWDER, XANTHAN GUM, STEVIA SWEETENER (STEVIOL GLYCOSIDES), VANILLA EXTRACT."[8] Allulose is likewise a principal ingredient of the Keto Friendly Classic Yellow Cake Mix ("Erythritol**, Almond Flour, Coconut Flour, Allulose**, Inulin**, . . .") and the Keto Friendly Chewy Fudge

[8] *Id.*

Brownie Mix. Allulose is therefore not present in a trace amount; Defendant deliberately adds it to the Products as a functional sweetener.



27. Defendant's own labels quantify the allulose it adds. Each Product's front panel pairs the Representation with a "net carbs" claim, and an accompanying footnote calculates net carbs by subtracting the grams of allulose in each serving from total carbohydrates. Those footnotes disclose, for example, that each serving contains 3 grams of allulose (Keto Friendly Chocolate Chip Cookie Mix: "2g net carbs = 13g total carbs – 5g fiber – 3g erythritol – 3g allulose"), 4 grams of allulose (Keto Friendly Classic Yellow Cake Mix: "4g net carbs = 21g total carbs – 5g dietary fiber – 8g sugar alcohol – 4g allulose"), and 21 grams of allulose (Keto Friendly Double Chocolate Cake Cup: "5g net carbs = 34g total carbs – 6g dietary fiber – 2g sugar alcohol

– 21g allulose").[9] Defendant's website similarly discloses that the Keto Friendly Chewy Fudge Brownie Mix contains 5 grams of allulose per serving.[10]

28. Defendant's own marketing admits that allulose is a sugar that it uses in place of sugar. Defendant's website describes "[t]he sweeteners allulose or malitol" as "a low-calorie sugar with the same clean, sweet taste you expect from sugar," and states that allulose is a sweetener "that we use as a sweetener in place of regular sugar."[11] The same page elsewhere describes allulose as a "calorie-free sugar alcohol." That description is inaccurate: allulose is not a sugar alcohol; it is a monosaccharide—a sugar.

29. The Representation communicates to reasonable consumers that no sugar has been added to the Products. That is the plain and ordinary meaning of "0g Added Sugar," and federal law prescribes an objective standard, which Illinois law enforces, governing when that claim may be made.

30. "0g Added Sugar" is an absolute, objective, and quantitative claim concerning a measurable physical attribute of the Products. It is a term of the same meaning as "no added sugar," "no sugar added," and "without added sugar," and federal law permits such a claim only if no amount of sugars, as defined in 21 C.F.R. § 101.9(c)(6)(ii), is added to the food during processing or packaging. The Products cannot satisfy that condition because Defendant adds allulose, a sugar, to each of them as a principal ingredient.

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[9] *See* Duncan Hines SmartLabel, *Keto Friendly Chocolate Chip Cookie Mix* (UPC 644209020171), https://smartlabel.labelinsight.com/product/8898741/other/claims ("0g Added Sugar Per Serving"; "2g net carbs = 13g total carbs – 5g fiber – 3g erythritol – 3g allulose") (last visited Oct. 8, 2026); Duncan Hines SmartLabel, *Keto Friendly Cake Mix, Double Chocolate* (UPC 644209004164), https://smartlabel.labelinsight.com/product/6107917/other/claims ("0g added sugar"; "5g net carbs = 34g total carbs – 6g dietary fiber – 2g sugar alcohol – 21g allulose") (last visited Oct. 8, 2026).

[10] Duncan Hines, *Frequently Asked Questions – Keto Friendly*, https://www.duncanhines.com/faq-keto-friendly (last visited Oct. 8, 2026).

[11] *Id.*

31. Plaintiff does not seek to hold Defendant to any standard stricter than, or different from, federal law. Plaintiff's claims rest on the federal standard itself: a product may not bear a "no added sugar" claim, or a claim of the same meaning, if any amount of sugars, as defined in 21 C.F.R. § 101.9(c)(6)(ii), is added to it during processing or packaging. That definition encompasses all free mono- and disaccharides, from whatever ingredient or source derived. The Products fail that standard.

Allulose Is a Sugar

32. As a monosaccharide, allulose falls squarely within the Food and Drug Administration's ("FDA") codified definition of sugar. *See* 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 has stated that allulose, "as a monosaccharide, must be included" in the Total Sugars declaration pending any future rulemaking that would otherwise exclude the substance.[12] No such rulemaking has occurred. In 2026, at the Seventh Circuit's invitation, the FDA filed an amicus brief taking the position that § 101.9(c)(6)(ii) is unambiguous, that "Total Sugars" as defined in that regulation includes all monosaccharides, including allulose, and that the agency's 2020 guidance concerning allulose (the "Allulose Guidance") is not an interpretation of the regulation but an announcement of an enforcement position. *See Franco v. Chobani, LLC*, 184 F.4th 599, 604 (7th Cir. 2026) (describing Brief for the United States as Amicus Curiae at 11–22).

33. In *Franco*, the Seventh Circuit held that allulose is a sugar under federal labeling regulations. The court held that 21 C.F.R. § 101.9(c)(6)(ii) unambiguously defines "Total Sugars"

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

to include every free monosaccharide, that the parenthetical "(such as glucose, fructose, lactose, and sucrose)" is a non-exhaustive list of illustrative examples rather than a limitation on the definition, and that allulose—an undisputed monosaccharide—is therefore a sugar. *Id.* at 604–05. The court further held that the Allulose Guidance was not entitled to deference because the regulation is unambiguous and the guidance merely announced a change in the agency's enforcement policy rather than interpreting the regulation. Because the plaintiffs sought to enforce standards identical to the federal requirements, the court held that their state-law claims were not preempted. *Id.* at 606. And the court held that the plaintiffs plausibly alleged that an absolute "Zero Sugar" promise on a product containing allulose was likely to deceive reasonable consumers, explaining that how reasonable consumers understand such a label is a question of fact. *Id.* at 607–08.

34. The industry also recognizes that allulose is a sugar. One of the largest manufacturers of commercial-grade allulose has acknowledged that "[a]llulose is a monosaccharide, or simple sugar" and has stated in FDA filings that "[a]llulose is a monosaccharide and is classified as a sugar."[13]

35. Allulose is not merely classified as a sugar; it is used as one. Defendant adds allulose to the Products as a sweetening ingredient, by its own account "in place of regular sugar," and in quantities of 3 to 21 grams per serving, demonstrating that it is deliberately used as a functional sweetener rather than being present merely in a trace quantity.

[13] *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."); 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.

36. Commercial allulose is manufactured from other sugar precursors, typically by enzymatically converting fructose into allulose and then separating, purifying, and concentrating or crystallizing the result.

37. Not only is allulose a sugar, but its use as an additive can cause gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain. A large clinical trial on the gastrointestinal tolerance of allulose determined that, compared to traditional cane sugar, consumption of allulose resulted in significantly higher frequencies of symptoms of diarrhea, abdominal distention, and abdominal pain, and that increasing the level of ingested allulose resulted in incidences of severe nausea, abdominal pain, headache, anorexia, and diarrheal symptoms.[14] Defendant's own labels acknowledge as much, warning beneath the ingredient statement that allulose and the Products' other sweeteners may cause "a laxative effect in sensitive individuals."

The Products Violate the FDA Nutrient Content Regulations

38. 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.* The FDA promulgated the relevant food-labeling regulations in 21 C.F.R. part 101.

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

[14] *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; 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

C.F.R. § 101.13(c). By contrast, Defendant's separate front-of-package "0g Added Sugar" Representation expressly characterizes the level of added sugars in the Products and is a nutrient-content claim governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(2).

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

41. Within Subpart D, section 101.60(c)(2) specifically governs the "no added sugar," "without added sugar," and "no sugar added" nutrient-content claims at issue in this case, including "0g Added Sugar" as a term of the same meaning. That regulation provides that such terms may be used only if, among other conjunctive requirements:

> (i) No 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
>
> (v) The product bears a statement that the food is not "low calorie" or "calorie reduced" (unless the food meets the requirements for a "low" or "reduced calorie" food) and that directs consumers' attention to the nutrition panel for further information on sugar and calorie content.

21 C.F.R. § 101.60(c)(2)(i), (v). Unlike the "sugar free" claim governed by section 101.60(c)(1), the "no added sugar" claim has no asterisk or "dietarily insignificant" exception: the addition of *any* amount of sugar during processing disqualifies the claim.

42. Defendant itself treats the Representation as a "no added sugar" claim governed by section 101.60(c)(2). Immediately beneath the Representation, Defendant prints the very

disclosure that section 101.60(c)(2)(v) requires of such claims—that the Products are "not a low calorie food" and that consumers should "see nutrition information for calorie and sugar content."

43. The Products do not comply with section 101.60(c)(2)(i). Allulose, as a monosaccharide, is a sugar within the meaning of § 101.9(c)(6)(ii), which section 101.60(c)(2)(i) incorporates by cross-reference. Defendant adds allulose to the Products during processing—it is a listed ingredient of each Product, and Defendant's own labels and website quantify the grams of allulose it adds to each serving. Because Defendant adds a sugar to the Products during processing, the Products are categorically disqualified from bearing the "0g Added Sugar" Representation, regardless of the quantity of allulose added. And because allulose is a sugar that Defendant adds to the Products, the "0g Added Sugar" Representation is literally false.

44. FDA regulations further confirm that allulose added to a food is an "added sugar." "Added Sugars" are defined to include "sugars (free, mono- and disaccharides)" that "are either added during the processing of foods, or are packaged as such." 21 C.F.R. § 101.9(c)(6)(iii). Allulose is a free monosaccharide that Defendant adds during the processing of the Products. Every gram of allulose in the Products is therefore a gram of added sugar.

45. In the alternative, to the extent the Representation is viewed as a statement of the amount of a nutrient rather than a characterization of its level, it still must not be "false or misleading in any respect." 21 C.F.R. § 101.13(i)(3). A statement that a product contains "0g" of added sugar when the manufacturer has added between 3 and 21 grams of a sugar to each serving is false.

46. The FDA's nonbinding Allulose Guidance does not authorize the challenged Representation. That guidance announces enforcement discretion, pending rulemaking, for excluding allulose from the gram amounts of "Total Sugars" and "Added Sugars" declared within

the Nutrition Facts panel. It does not amend § 101.9(c)(6)(ii) or (iii), address the requirements governing "no added sugar" claims under § 101.60(c)(2), or authorize a separate outside-panel representation that a product to which allulose has been added contains "0g Added Sugar." As the Seventh Circuit explained, the guidance is an enforcement-policy statement, not an interpretation of the regulation, and the FDA's original definition of sugar remains in force. *Franco*, 184 F.4th at 604–07.

47. Neither the FDA's enforcement discretion under the Allulose Guidance nor any other FDA action immunizes Defendant from liability under state consumer-protection law. The FDA does not review or approve food labels, or the nutrient-content claims made on them, before the foods are marketed. Upon information and belief, the FDA has never reviewed, approved, or required the Products' labels or the Representation. No federal law requires Defendant to make the Representation or prohibits Defendant from removing or correcting it. The Representation is a voluntary marketing claim that Defendant chose to make and could abandon at any time without FDA approval. A decision by the federal sovereign not to enforce its own labeling requirements with respect to allulose does not change the governing regulatory definition of sugar and says nothing about the requirements of state law. *Franco*, 184 F.4th at 606.

48. Because the Products' labels include a deceptive and impermissible nutrient-content claim, the Products are "misbranded" under federal law. 21 U.S.C. § 343(a)(1), (r)(1)(A).

49. Plaintiff does not seek to enforce the FDCA directly. Rather, Plaintiff seeks relief under independently enforceable state consumer-protection laws, including Illinois law, which prohibits food labeling that is false or misleading in any particular and, as applied here, imposes requirements identical to the federal requirements described above. The federal provisions supply the objective standard against which the Representation is measured. Congress has further directed

that the Nutrition Labeling and Education Act "shall not be construed to preempt any provision of State law, unless such provision is expressly preempted under section 403A" of the FDCA, 21 U.S.C. § 343-1. Pub. L. No. 101-535, § 6(c)(1), 104 Stat. 2353, 2364 (1990).

Defendant's Conduct Violates Illinois' Food Labeling Laws

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

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

52. The IFDCA's misbranding standard is identical to the federal one: under both, a food is misbranded if its labeling is "false or misleading in any particular." *Compare* 410 ILCS 620/11(a), *with* 21 U.S.C. § 343(a)(1). The IFDCA further directs that Illinois food regulations conform, so far as practicable, to those promulgated under the federal Act. 410 ILCS 620/21(a). Federal regulations provide that "sugars" include "all free mono- and disaccharides." 21 C.F.R. § 101.9(c)(6)(ii). Allulose is a monosaccharide and therefore constitutes a sugar under this regulatory definition. Federal regulations further prohibit the use of the terms "no added sugar," "0g Added Sugar," or other terms having the same meaning unless no amount of sugars is added to the food during processing or packaging. 21 C.F.R. § 101.60(c)(2)(i).

53. Defendant prominently represents on the Products' labeling and packaging that the Products contain "0g Added Sugar." That representation is false and misleading because Defendant adds allulose, a sugar, to the Products during processing, as confirmed by Defendant's

own ingredient statements and net-carb disclosures. Because the Products bear a "0g Added Sugar" nutrient-content claim despite containing added sugar, the Products are misbranded under Illinois law, and Defendant's advertising, distribution, and sale of the misbranded Products violate the IFDCA and the food-labeling requirements incorporated into Illinois law.

Reasonable Consumers Would Be Misled by Defendant's Deception

54. There is a probability that a significant portion of the general consuming public, and the consumers Defendant targets, acting reasonably in the circumstances, was and is likely to be misled by the "0g Added Sugar" Representation into believing that no sugar has been added to the Products. Consumers were in fact deceived: across Illinois and the United States, consumers purchased the Products based on the reasonable belief, induced by Defendant's absolute "0g Added Sugar" promise, that the Products contained no added sugar. This can be seen through online reviews from consumers who purchased the Products. One purchaser wrote that "GF & Keto is a win win for a diabetic with gluten sensitivity," while another reported that the Product was "[n]ot for diabetics," explaining that "[i]t says sugar free, but has sugar alcohol for a sweetener."[15]

55. Defendant's "0g Added Sugar" claim is an absolute promise. Reasonable consumers have no reason to look beyond that conspicuous front-of-package promise, and are not expected to parse the ingredient statement or decipher net-carb footnotes to discover that the promise is false, or to determine, through independent knowledge of carbohydrate chemistry, that a listed ingredient is, or contains, a sugar. *See Bell v. Publix Super Mkts., Inc.*, 982 F.3d 468, 476

[15] Walmart.com, *Customer Reviews for Duncan Hines Keto Friendly Classic Yellow Cake Mix, 10.6 oz.*, https://www.walmart.com/reviews/product/802244714 (reviews dated July 5, 2026 and Aug. 28, 2026) (last visited Oct. 8, 2026).

(7th Cir. 2020) (an accurate ingredient list does not, as a matter of law, cure a misleading front label).

56. Nor does Defendant's instruction to "see nutrition information for calorie and sugar content" dispel the deception; it compounds it. The Nutrition Facts panels to which Defendant directs consumers declare "0g" of Added Sugars and as little as "<1g" of Total Sugars—figures that omit the grams of allulose Defendant adds to each serving—and thereby reinforce the false impression that no sugar has been added to the Products.

57. Whether reasonable consumers care about the presence of allulose in particular is not the same question as whether they are deceived by an absolute promise that the Products contain "0g Added Sugar." Defendant's Representation is deceptive because it tells consumers no sugar has been added to the Products despite the addition of allulose. Consumers are entitled to receive the benefit of the bargain they were promised—a product with no added sugar—regardless of the metabolic characteristics of any particular sugar. *See Franco*, 184 F.4th at 607–08.

58. 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.

59. Nor should consumers be required to assess the quality of a product's manufacturing process for converting and purifying allulose from fructose.

60. The Representation is especially material to consumers who, like Plaintiff, purchase food for family members living with diabetes, and to other consumers who must monitor their

sugar intake, and who rely on front-of-package sugar claims to make purchasing decisions quickly at the point of sale.

Defendant Knew the Representation Was False

61. Defendant knew, or should have known, that the Representation was false, misleading, deceptive, and unlawful when it formulated, labeled, marketed, advertised, distributed, and sold the Products. Specifically, Defendant knew that: (a) it adds allulose to the Products, in quantities it calculates and discloses in its own net-carb footnotes; (b) allulose is a sugar, which Defendant itself uses "in place of regular sugar"; (c) the Products' labels nevertheless represent that they contain "0g Added Sugar"; (d) reasonable consumers would rely on that label when purchasing; (e) consumers would not receive the represented benefit of the bargain; and (f) the Representation enabled Defendant to charge a premium for Products containing added sugar.

62. Upon information and belief, Defendant, as the owner of the Duncan Hines brand that formulated or approved the formulation of the Products, possesses or has access to specifications, certificates of analysis, or other data concerning the composition of the Products and their ingredients, including their allulose and other sugar content.

63. Defendant, as the formulator, manufacturer, marketer, and distributor of the Products, controlled or participated in making the Representation on the Products' labels and in advertisements. Defendant could have stopped using the Representation, accurately qualified it, or reformulated the Products to ensure that the Representation was true. Despite its knowledge that consumers reasonably rely on the Representation, Defendant chose to continue using it, thereby causing consumers to buy or overpay for the Products.

Defendant's "0g Added Sugar" Representation Injured Plaintiff and the Class

64. Defendant concealed or failed to disclose material facts about the Products, including: (a) that allulose is a monosaccharide and sugar; (b) that Defendant deliberately adds allulose to the Products as a principal sweetening ingredient; (c) that sugar is added to the Products; and (d) that the Products are misbranded under federal and Illinois law when sold bearing the Representation.

65. 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 Products that were not as represented; (c) were deprived of the benefit of the bargain; (d) purchased Products worth less than represented; and (e) with respect to Plaintiff and members of the Illinois Subclass, purchased misbranded Products that could not lawfully have been sold in Illinois.

66. Had Plaintiff and class members known that Defendant added allulose, a sugar, to the Products, they would not have purchased the Products or would have paid substantially less for them. Accordingly, Plaintiff and the Class Members suffered injury in fact and lost money or property because of Defendant's wrongful conduct.

CLASS ACTION ALLEGATIONS

67. **Proposed Class Definition:** Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3), on behalf of herself and the following classes (collectively, the "Classes") of similarly situated individuals, defined as follows:

> **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.
>
> **Multi-State Subclass:** All persons who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use in Arizona, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois,

Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Virginia, Washington, or Wisconsin (the "Multi-State Subclass States").

Illinois Subclass: All persons who, during the maximum period of time permitted by law, purchased Defendant's Products in Illinois for their personal use.

The Nationwide Class, the Multi-State Subclass, and the Illinois Subclass are referred to collectively as the "Classes," and their members as the "Class Members."

68. Excluded from the Classes are the following individuals and/or entities: Defendant and its parents, subsidiaries, affiliates, officers and directors, current or former employees, 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; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

69. Plaintiff reserves the right to modify these class definitions, including by adding or removing states from the Multi-State Subclass, dividing the Multi-State Subclass into further subclasses by state or by groups of states with materially similar law, limiting the class period to the period during which the Products' packaging bore the Representation, and adding class representatives, as she obtains relevant information through discovery.

70. **Numerosity:** Members of each Class are so numerous and geographically dispersed that individual joinder of all Class Members is impracticable. The precise number of Class Members is unknown to Plaintiff but is likely to be ascertained from Defendant's **records, including its sales, shipment, and distribution data,** or through sales data obtained via third **parties, such as retailers and syndicated retail-sales data providers.** At a minimum, there likely are tens of thousands of Class Members.

71. **Common Questions:** There are several questions of law and fact common to the claims of Plaintiff and the proposed Class Members, and those questions predominate over any questions that may affect individual proposed Class Members. Common questions include, but are not limited to, the following:

a. whether Defendant adds sugars, as defined in 21 C.F.R. § 101.9(c)(6)(ii), including allulose, to the Products, and in what amount per serving;

b. whether allulose added to the Products is an added sugar;

c. whether the Products truthfully could be labeled "0g Added Sugar";

d. whether Defendant's conduct violated the State Consumer Protection Statutes;

e. whether reasonable consumers would rely upon Defendant's representation about the Products and reasonably believe that no sugar had been added to the Products;

f. whether Defendant knew or should have known its representation was false or misleading;

g. whether Defendant was unjustly enriched as a result of the unlawful conduct alleged in this Complaint; and

h. whether Plaintiff and the Class Members are entitled to declaratory, equitable, or injunctive relief, and/or other relief, and the scope of such relief.

72. **Typicality:** Plaintiff's claims are typical of the claims of the proposed Class Members. In addition, Plaintiff is entitled to relief under the same causes of action and upon the same facts as the other Class Members.

73. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and protect the interests of the Classes and has retained competent counsel experienced in complex litigation and class action litigation. Plaintiff has no interests antagonistic to those of the Classes, and Defendant has no defenses unique to Plaintiff.

74. **Superiority:** Class proceedings are also superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all parties is impracticable. Even if proposed Class Members were able or willing to pursue such individual litigation, a class action would still be preferable due to the fact that a multiplicity of individual actions would likely increase the expense and time of litigation given the complex legal and factual controversies presented in this Class Action Complaint. A class action, on the other hand, provides the benefits of fewer management difficulties, single adjudication, economy of scale, and comprehensive supervision before a single court, and would result in reduced time, effort and expense for all parties and the Court, and ultimately, the uniformity of decisions.

75. **Declaratory and Injunctive Relief:** Pursuant to Rule 23(b)(2), declaratory and injunctive relief is appropriate in this matter. Defendant has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class Members as a whole. Unless a class-wide injunction is issued, Defendant will continue to advertise, market, promote, and sell the Products in an unlawful and misleading manner, as described throughout this Complaint, and Class Members will continue to be misled, harmed, and denied their rights under the law.

COUNT I
VIOLATION OF STATE CONSUMER PROTECTION STATUTES
(ON BEHALF OF THE MULTI-STATE SUBCLASS)

76. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

77. Plaintiff brings this claim on behalf of herself and the members of the Multi-State Subclass against Defendant.

78. Each of the Multi-State Subclass States has enacted a statute that prohibits unfair, deceptive, or unconscionable acts or practices, or false advertising, in the conduct of trade or commerce (collectively, the "State Consumer Protection Statutes"): Arizona (Ariz. Rev. Stat. § 44-1521, *et seq.*); California (Cal. Bus. & Prof. Code § 17200, *et seq.*; Cal. Bus. & Prof. Code § 17500, *et seq.*; Cal. Civ. Code § 1750, *et seq.*); Colorado (Colo. Rev. Stat. § 6-1-101, *et seq.*); Connecticut (Conn. Gen. Stat. § 42-110a, *et seq.*); Delaware (Del. Code Ann. tit. 6, § 2511, *et seq.*); Florida (Fla. Stat. § 501.201, *et seq.*); Hawaii (Haw. Rev. Stat. § 480-1, *et seq.*); Idaho (Idaho Code § 48-601, *et seq.*); Illinois (815 ILCS 505/1, *et seq.*); Indiana (Ind. Code § 24-5-0.5-1, *et seq.*); Kentucky (Ky. Rev. Stat. Ann. § 367.110, *et seq.*); Maryland (Md. Code Ann., Com. Law § 13-101, *et seq.*); Massachusetts (Mass. Gen. Laws ch. 93A § 1, *et seq.*); Michigan (Mich. Comp. Laws § 445.901, *et seq.*); Minnesota (Minn. Stat. §§ 325F.67, 325F.68–.70, and 8.31, subd. 3a); Missouri (Mo. Rev. Stat. § 407.010, *et seq.*); Nebraska (Neb. Rev. Stat. § 59-1601, *et seq.*); Nevada (Nev. Rev. Stat. §§ 41.600 and 598.0903, *et seq.*); New Hampshire (N.H. Rev. Stat. Ann. § 358-A:1, *et seq.*); New Jersey (N.J. Stat. Ann. § 56:8-1, *et seq.*); New Mexico (N.M. Stat. Ann. § 57-12-1, *et seq.*); New York (N.Y. Gen. Bus. Law §§ 349 and 350); North Carolina (N.C. Gen. Stat. § 75-1.1, *et seq.*); North Dakota (N.D. Cent. Code § 51-15-01, *et seq.*); Oklahoma (Okla. Stat. tit. 15, § 751, *et seq.*); Oregon (Or. Rev. Stat. § 646.605, *et seq.*); Pennsylvania (73 Pa. Stat. Ann. § 201-1, *et seq.*); Rhode Island (R.I. Gen. Laws § 6-13.1-1, *et seq.*); South Dakota (S.D. Codified Laws § 37-24-1, *et seq.*); Vermont (Vt. Stat. Ann. tit. 9, § 2451, *et seq.*); Virginia (Va. Code Ann. § 59.1-196, *et seq.*); Washington (Wash. Rev. Code § 19.86.010, *et seq.*); and Wisconsin (Wis. Stat. § 100.18).

79. Defendant made the same "0g Added Sugar" Representation on the label of every Product sold in every Multi-State Subclass State. For the reasons alleged above, the Representation

was false, deceptive, and misleading, and Defendant's labeling, marketing, and sale of the Products bearing the Representation therefore violated each of the State Consumer Protection Statutes.

80. The State Consumer Protection Statutes are materially similar in the respects relevant here: each prohibits deceptive representations in the sale of consumer goods, and each affords a private remedy to consumers injured by such representations. To the extent the Court finds material differences among them, the claims may be adjudicated by state or by groups of states with materially similar law.

81. As alleged above, Defendant made the Representation knowingly, or with reckless disregard for its truth, and with the intent to mislead consumers.

82. The Representation was material and was likely to mislead reasonable consumers acting reasonably under the circumstances. Defendant intended that Plaintiff and the members of the Multi-State Subclass rely on the Representation in purchasing the Products.

83. As a direct and proximate result of Defendant's violations of the State Consumer Protection Statutes, Plaintiff and the members of the Multi-State Subclass suffered injury in fact, ascertainable loss, and actual damages. Had they known that the Products contain added sugar in the form of allulose, they would not have purchased the Products or would have paid less for them.

84. Plaintiff and the members of the Multi-State Subclass seek all relief available under the State Consumer Protection Statutes, including actual damages; statutory, enhanced, or punitive damages; restitution; injunctive relief; and attorneys' fees and costs, in each case to the extent the applicable statute permits.

85. To the extent any State Consumer Protection Statute requires pre-suit notice or demand as a condition of recovering damages, Plaintiff does not presently seek damages under

that statute and will amend this Complaint to seek such damages after providing the required notice.

COUNT II
VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
(ON BEHALF OF THE ILLINOIS SUBCLASS)

86. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

87. Plaintiff brings this claim on behalf of herself and the members of the Illinois Subclass against Defendant, in addition to and in the alternative to Count I.

88. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (the "ICFA"), prohibits unfair or deceptive business practices in trade or commerce.

89. Plaintiff, the other Illinois Subclass members, and Defendant are "persons" within the meaning of the ICFA, 815 ILCS 505/1(c).

90. At all relevant times, Defendant was engaged in "trade" or "commerce" as defined under the ICFA, 815 ILCS 505/1(f). Plaintiff and the proposed Illinois Subclass are "consumers" who purchased the Products for personal, family, or household use within the meaning of the ICFA, 815 ILCS 505/1(e).

91. The ICFA prohibits "unfair or deceptive acts or practices … in the conduct of any trade or commerce," including the use of deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact. 815 ILCS 505/2.

92. Defendant's conduct as alleged constitutes unfair and deceptive acts and practices in violation of the ICFA. Defendant engaged in deceptive marketing by misrepresenting and omitting material facts regarding the added-sugar content of the Products. The Representation was

likely to mislead a reasonable consumer. Defendant's conduct is also unfair: it offends the public policy embodied in the federal and Illinois food-labeling laws described above, which prohibit a "no added sugar" claim, or a claim of the same meaning, on any product to which sugars have been added during processing, and it caused substantial injury to consumers that they could not reasonably have avoided.

93. Defendant intended that Plaintiff and the other Illinois Subclass members rely on the Representation, and Plaintiff was actually deceived by it.

94. Defendant's misconduct took place within the State of Illinois—where Defendant is headquartered and where Plaintiff and the Illinois Subclass members purchased the Products—and constitutes unfair or deceptive acts or practices in the course of trade and commerce in violation of 815 ILCS 505/2, by representing that the Products have characteristics or benefits that they do not have, within the meaning of Section 2 of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(5), which 815 ILCS 505/2 incorporates.

95. As a direct and proximate result of Defendant's violations of the ICFA, Plaintiff and the Illinois Subclass members have suffered actual damage. Had they been aware of the true nature of the Products, Plaintiff and the Illinois Subclass members would have paid less for them or would not have purchased them.

96. Plaintiff and the other members of the Illinois Subclass have standing to pursue a cause of action for violations of the ICFA because they have suffered an injury in fact and lost money because of Defendant's actions set forth herein.

97. Based on Defendant's unfair and/or deceptive acts or practices, Plaintiff and the Illinois Subclass members are entitled to relief, including restitution, actual damages, punitive damages, costs, and attorneys' fees, under 815 ILCS 505/10a.

COUNT III
UNJUST ENRICHMENT
(ON BEHALF OF THE NATIONWIDE CLASS)

98. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

99. Plaintiff brings this claim on behalf of herself and the members of the Nationwide Class, in the alternative to Counts I and II.

100. Illinois law governs this claim as to all members of the Nationwide Class. Defendant's principal place of business is in Chicago, Illinois; upon information and belief, the Representation was conceived, reviewed, approved, and disseminated from Illinois; and Defendant received and retained in Illinois the revenues from its sales of the Products. In the alternative, Plaintiff brings this claim under the unjust enrichment law of the state in which each Class Member purchased the Products. The elements of unjust enrichment are materially similar across the States, and any variations may be addressed through subclasses.

101. Defendant's conduct violated state and federal law by manufacturing, advertising, labeling, marketing, distributing, and selling the Products while misrepresenting and omitting material facts, including by making the labeling Representation alleged herein.

102. As a direct result of Defendant's deceptive conduct, Defendant obtained unjust and inequitable benefits at the expense of Plaintiff and the members of the Nationwide Class. It would be inequitable for Defendant to retain the revenues derived from sales induced by its misleading Representation.

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

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

PRAYER FOR RELIEF

Wherefore, Plaintiff, individually and on behalf of the proposed Classes of similarly situated individuals, prays for an Order as follows:

A. Finding this action satisfies the prerequisites for maintenance as a class action set forth in Federal Rule of Civil Procedure 23 and certifying the proposed classes as defined herein;

B. Designating and appointing Plaintiff as class representative and Plaintiff's undersigned counsel as Class Counsel;

C. Declaring that Defendant's conduct, as set forth above, constitutes (i) a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.); (ii) violations of the State Consumer Protection Statutes; and (iii) unjust enrichment;

D. Enjoining Defendant from continued use of the Representation;

E. Awarding all actual, compensatory, statutory, enhanced, and punitive damages to which Plaintiff and Class Members are entitled;

F. Awarding equitable relief, including restitution and/or disgorgement of Defendant's revenues obtained by means of any wrongful act or practice;

G. Awarding reasonable attorneys' fees and costs, including expert witness fees and expenses, as permitted by law;

H. Awarding Plaintiff and the proposed class pre- and post-judgment interest, to the extent allowable; and

I. Granting all such other and further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests a jury trial on all issues so triable.

Dated: October 14, 2026

Respectfully submitted,

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