UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EUNICE DE LA PENA and THERESA HAUSER, individually and on behalf of all others similarly situated, Plaintiffs, v. HUMM KOMBUCHA LLC, Defendant.	Case No. _____ **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiffs Eunice De La Pena and Theresa Hauser ("Plaintiffs"), individually and on behalf of all others similarly situated, by and through their attorneys, bring this Class Action Complaint against Defendant Humm Kombucha LLC ("Humm" or "Defendant") for violations of Illinois statutes and common law. Plaintiffs seek actual damages, restitution, injunctive relief, pre- and post-judgment interest, reasonable attorneys' fees and costs, and all other relief available by law. Plaintiffs allege the following upon personal knowledge as to themselves and their own actions and upon information and belief, including the investigation of counsel, as to all other matters.

NATURE OF THE ACTION

1. This class action challenges Defendant's false and misleading marketing of Humm Probiotic Kombucha Zero Sugar beverages, sold in varieties including Açaí Blueberry, Blood Orange, Peach Tea, and Raspberry Lemonade[1] (collectively, the "Products"). Defendant

[1] The Products refer to Humm Probiotic Kombucha Zero Sugar branded products in all varieties. All varieties of the Products are substantially similar because they all contain the same deceptive representations alleged in this Complaint. Plaintiffs reserve the right to amend the complete list of the Products.

markets and sells the Products throughout Illinois and the United States, including through retail stores, its website, and third-party online retailers.

2. Plaintiffs and members of the proposed class purchased the Products because of Defendant's material representations that the Products contain "ZERO SUGAR" and "0 GRAMS SUGAR" (the "Zero Sugar Representations" or "Representations"). Contrary to those representations, Defendant formulates the Products with allulose, a monosaccharide that constitutes a sugar under the applicable federal labeling regulation. Defendant's own ingredient statement lists "Allulose Syrup" as the most predominant ingredient after the kombucha base itself.

3. Defendant's Zero Sugar Representations are categorical and misleading. The Products prominently state "ZERO SUGAR" on their principal display panels, reinforced by a front-of-can seal reading "0 GRAMS SUGAR." These statements expressly characterize the level of sugar in the Products and therefore constitute nutrient-content claims governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(1).

4. "0 GRAMS SUGAR" is a reasonable variation or synonym of "zero sugar," "sugar free," and "no sugar" and therefore must comply with 21 C.F.R. § 101.60(c)(1). *See* 21 C.F.R. § 101.13(b)(4). Section 101.60(c)(1)(i) permits such a claim only if the food contains less than 0.5 grams of sugars, as defined in § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving. Section 101.60(c)(1)(ii) further requires that any ingredient that is a sugar be followed by an asterisk referring to a statement that it adds only a trivial, negligible, or dietarily insignificant amount of sugar. Defendant nevertheless adds approximately ten grams of allulose, a monosaccharide and sugar, to each can of the Products during processing, roughly twenty times the 0.5-gram threshold. And the Products' labels bear

none of the sugar disclosures that § 101.60(c)(1)(ii) requires.

5. Defendant made the Zero Sugar Representations to induce health-conscious consumers, including Plaintiffs, to purchase the Products. These representations allowed Defendant to charge a price premium that Plaintiffs and members of the proposed class would not have paid had they known that Defendant added approximately ten grams of allulose, a sugar, to each can of the Products.

6. As a result, Plaintiffs 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 healthwashing. 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 Plaintiffs 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, Plaintiffs 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, Plaintiffs 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. This Court has subject-matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because: (1) this is a proposed class action involving more than 100 members; (2) at least one proposed Class member is a citizen of a state different from Defendant; and (3) the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs. Plaintiffs are citizens of Illinois. Defendant, an unincorporated association, is deemed a citizen of Oregon, the State under whose laws it is organized and where it has its principal place of business. 28 U.S.C. § 1332(d)(10). This Court has supplemental jurisdiction over Plaintiffs' state-law claims under 28 U.S.C. § 1367 because those claims form part of the same case or controversy.

10. This Court has personal jurisdiction over the Defendant because the claims asserted in this complaint arise from Defendant's contacts with this District. Defendant has been afforded due process because it has, at all times relevant to this matter, 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, including through the Target and Walmart stores in this District where Plaintiffs purchased them, committed a statutory violation within Illinois related to the allegations made herein, and caused injuries to Plaintiffs and the putative class members, which arose out of the

acts and omissions that occurred in the state of Illinois, during the relevant period. At that time, Defendant was engaged in business activities in Illinois.

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 Plaintiffs' claims occurred in this District. Venue is also proper pursuant to 28 U.S.C. § 1391(c) because Defendant conducts substantial business in this District, has sufficient minimum contacts with this District, and otherwise purposely avails itself of the markets in this District through the promotion, sale, and marketing of the Products in this District. Venue is also proper because Plaintiffs reside in this District.

THE PARTIES

Plaintiff Eunice De La Pena

12. Plaintiff Eunice De La Pena is a citizen of Illinois residing in Chicago, Illinois. In November of 2025, Plaintiff De La Pena purchased Humm Probiotic Kombucha Zero Sugar Blood Orange for personal use at a Target store located in Norridge, Illinois. Before purchasing the Product, Plaintiff De La Pena saw and relied on the prominent "ZERO SUGAR" and "0 GRAMS SUGAR" representations on its packaging. Plaintiff De La Pena understood those representations to mean that the Product contained no sugar. The representations were 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.

Plaintiff Theresa Hauser

13. Plaintiff Theresa Hauser is a citizen of Illinois residing in Chicago, Illinois. In January of 2025, Plaintiff Hauser purchased Humm Probiotic Kombucha Zero Sugar Raspberry Lemonade for personal use at a Walmart store located in Orland Hills, Illinois. Before

purchasing the Product, Plaintiff Hauser saw and relied on the prominent "ZERO SUGAR" and "0 GRAMS SUGAR" representations on its packaging. Plaintiff Hauser understood those representations to mean that the Product contained no sugar. The representations were part of the basis of her bargain. Had Plaintiff Hauser known that Defendant added allulose, a sugar, to the Product, she would not have purchased it or would have paid less for it.

14. Plaintiffs remain interested in purchasing kombucha beverages that truly contain no sugar. However, they 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 Sugar Representations, Plaintiffs will be unable to make informed purchasing decisions and are likely to be misled again unless Defendant is required to ensure that the Products' marketing is accurate. Plaintiffs are average consumers who are not sophisticated in the chemistry, manufacturing, or formulation of food products. Neither Plaintiffs nor reasonable consumers have the specialized knowledge needed to determine independently whether allulose is a sugar.

Defendant Humm Kombucha LLC

15. Defendant Humm Kombucha LLC is a limited liability company organized under the laws of Oregon and maintains its principal place of business at 20720 NE Brinson Blvd, Bend, Oregon 97701. Upon information and belief, Defendant controls the entire line of Products, presiding over their recipes, labeling, and marketing.

16. Defendant sells the Products throughout the United States, including Illinois. The Humm Kombucha LLC labeled "ZERO SUGAR" products, including those purchased by Plaintiffs and the proposed class members, are available at various retail and grocery stores throughout the United States, including Illinois. Defendant authorized the false, misleading, and

deceptive marketing, advertising, distribution, and sale of the "ZERO SUGAR" Products to consumers nationwide, including Illinois.

17. During the relevant period, Defendant formulated, 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.

FACTUAL BACKGROUND

18. 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] Sugar-sweetened beverages are by far the top source of added sugars for Americans.[3]

19. For decades, federal health authorities have recommended limiting added sugar intake.[4] 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.[5]

20. Food manufacturers are aware of this demand and of the premium consumers will pay to satisfy it. Products labeled "sugar free," "zero sugar," and "0g sugar" command higher prices than comparable products that do not bear those claims, and manufacturers reserve the

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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.).

[3] U.S. Dep't of Agric. & U.S. Dep't of Health & Hum. Servs., Dietary Guidelines for Americans, 2020–2025, at 43 fig. 1-10 (9th ed. Dec. 2020), https://www.dietaryguidelines.gov/sites/default/files/2021-03/Dietary_Guidelines_for_Americans-2020-2025.pdf#page=56.

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

[5] *See Int'l Food Info. Council, 2025 IFIC Food & Health Survey: A Focus on Sugars & Sweeteners 5, 9 (Dec. 2025), 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,* https://www.adm.com/en-us/news/adm-stories/adm-launches-sweet-insights-tool-for-navigating-sugar-reduction-trends-worldwide (last accessed October 12, 2026).

front principal display panels of their packaging for claims they believe will most strongly influence a purchase.

21. Defendant has capitalized on that demand. It markets Products whose predominant sweetener is allulose, a sugar, while labeling and advertising them as "ZERO SUGAR." Defendant thereby obtained an unfair competitive advantage over competitors whose zero sugar claims are true, at the expense of unwitting consumers.

Defendant's False and Misleading Zero Sugar Representations

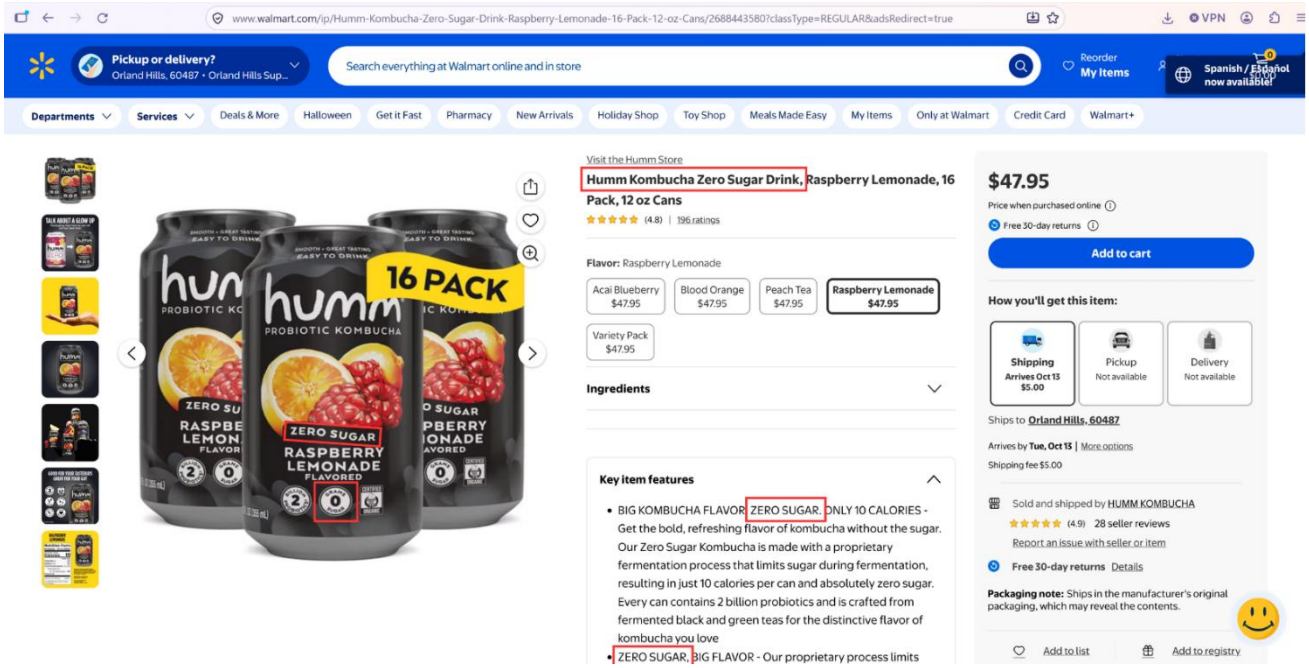
22. Defendant manufactures, markets, distributes, and sells its kombucha beverages labeled as "ZERO SUGAR" products.[6] In addition, Humm, which was founded in Bend, Oregon, in 2008, positions its kombucha as a better-for-you beverage, telling consumers that "[j]ust because kombucha is good for you doesn't mean it has to taste like it."[7]

23. The Products are sold at major retailers throughout Illinois and the United States, including Target, Walmart, Costco, and grocery stores, as well as on third-party online marketplaces and Defendant's own website.

24. Below are illustrative examples of the Products and Representations on Walmart's

[6] As mentioned above in paragraph 1 of the Complaint, the Products are Humm Probiotic Kombucha Zero Sugar beverages, sold in varieties including Açaí Blueberry, Blood Orange, Peach Tea, and Raspberry Lemonade.
[7] *See* Humm Kombucha, *Our Story*, https://hummkombucha.com/pages/our-story (last accessed October 8, 2026).

website:



25. On the principal display panels of the Products' packaging, Defendant prominently represents that the Products contain "ZERO SUGAR" and "0 GRAMS SUGAR." Defendant repeats those representations elsewhere in its Products' labeling and marketing, including on its own website, where it tells consumers that each can contains "absolutely zero sugar."[8]

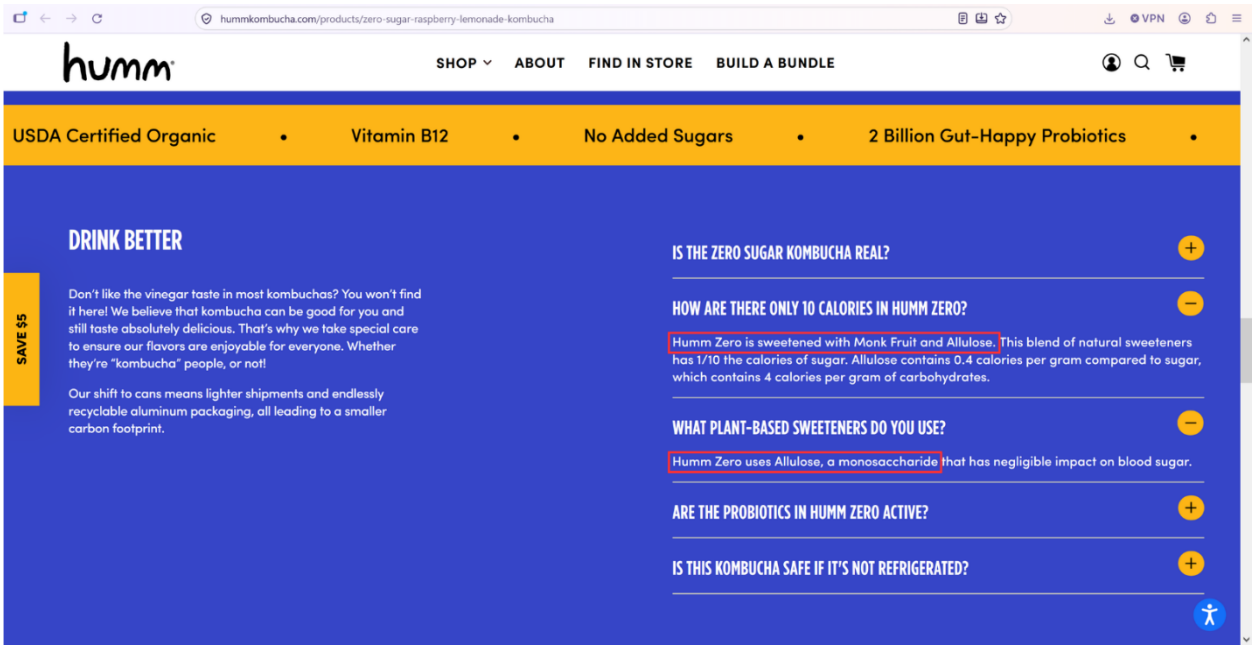
26. The Humm Probiotic Kombucha Zero Sugar Blood Orange can, another of the Products' flavors, and its Zero Sugar Representations are depicted below. "ZERO SUGAR" appears in prominent, contrasting type directly below the brand name and the statement of identity "PROBIOTIC KOMBUCHA." The "0 GRAMS SUGAR" seal appears alongside badges reading "2 BILLION PROBIOTICS" and "CERTIFIED ORGANIC":

[8] Humm Kombucha, Zero Sugar Raspberry Lemonade Kombucha, https://hummkombucha.com/products/zero-sugar-raspberry-lemonade-kombucha (last accessed October 8, 2026).



27. Unlike the front-of-can Zero Sugar Representations, the quantity of allulose in the Products is not disclosed anywhere on the packaging. Although the Products' ingredient statement lists "Allulose Syrup," the Nutrition Facts panel declares 0 grams of Total Sugars and 0 grams of Added Sugars.

28. Defendant's product information for the Humm Probiotic Kombucha Zero Sugar Raspberry Lemonade confirms that the Product is sweetened with allulose yet nowhere discloses how many grams of allulose each can contains. True and correct copies of the relevant Product information are reproduced below:





29. The ingredient statement for the Products also identifies allulose syrup as the second-listed ingredient by weight, immediately after the kombucha base itself. *See* 21 C.F.R.

§ 101.4(a)(1). Indeed, Defendant's own website explains that it adds its plant-based sweeteners only after fermentation is complete.[9] Accordingly, allulose is not present merely in a trace amount; Defendant intentionally adds it to the Products in a substantial quantity during processing.

30. The Representations communicate to reasonable consumers that the Products contain no sugar. That is the plain and ordinary meaning of "ZERO SUGAR" and "0 GRAMS SUGAR," and federal and Illinois law prescribe an objective standard governing when those terms may be used.

31. "ZERO SUGAR" and "0 GRAMS SUGAR" are absolute, objective, and quantitative claims concerning a measurable physical attribute of the Products. Federal law permits those claims only when a product contains less than 0.5 grams of sugar per reference amount customarily consumed and per labeled serving, together with the regulation's other requirements. The Products' "0g" Nutrition Facts declarations further reinforce the zero sugar message to consumers, making it impossible for consumers to discover that the Products do, in fact, contain sugar.

Allulose Is A Sugar

32. 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.[10] FDA has not completed such

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

rulemaking.

33. The industry also recognizes that allulose is a sugar. Indeed, one of the most predominant manufacturers of commercial-grade allulose has acknowledged that "[a]llulose is a monosaccharide, or simple sugar"[11] and has noted in multiple FDA filings that "Allulose is a monosaccharide and is classified as a sugar."[12] Numerous medical and health-focused websites consistently refer to allulose as a "naturally occurring sugar."[13] Defendant's own website tells consumers that "Humm Zero uses Allulose, a monosaccharide."[14]

34. Allulose is not merely classified as a sugar; it is used as one. Allulose has approximately seventy percent of the sweetness of sucrose and is used as a bulk sweetener and substitute for conventional sugar.[15] Its chemical properties are similar to those of fructose in terms of solubility, water activity, and viscosity.[16] Defendant adds approximately ten grams of allulose to each can of the Products, demonstrating that it is deliberately used as a functional ingredient rather than being present merely in trace quantities.[17]

35. Scientific literature has examined gastrointestinal symptoms associated with allulose consumption at certain dosage levels.[18] A clinical trial on the gastrointestinal tolerance

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2016).

[11] Tate & Lyle Ingredients Americas LLC, *A Clinical Study on the Effect of Allulose, a Low-Calorie Sugar, on in vivo Dental Plaque pH* (Aug. 13, 2018), https://www.regulations.gov/document/FDA-2015-P-1201-0014.

[12] Citizen Petition from Tate & Lyle Ingredients Americas LLC to the U.S. Food & Drug Administration, *Citizen Petition Requesting that Allulose Be Exempt from Being Included as a Carbohydrate, Sugar, or Added Sugar in the Nutrition Facts Label on Foods and Beverages* (Apr. 10, 2015), FDA Docket No. FDA-2015-P-1201, https://www.regulations.gov/docket/FDA-2015-P-1201.

[13] *See*, e.g., *Cleveland Clinic, What You Need To Know About Allulose* (Nov. 4, 2024), https://health.clevelandclinic.org/what-is-allulose.

[14] *See* Humm Kombucha, *Zero Sugar Raspberry Lemonade Kombucha.*

[15] Mengting Tao, Wenli Zhang & Wanmeng Mu, *D-Allulose: A New Generation of Potential Bulk Sweeteners in the Food Industry*, 73 J. Agric. & Food Chem. 27,833, 27,833–35 (2025), https://doi.org/10.1021/acs.jafc.5c13620; Han-Joo Maeng et al., *Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol*, 8 Foods art. 448, at 1–2 (2019), https://doi.org/10.3390/foods8100448.

[16] Mengting Tao, Wenli Zhang & Wanmeng Mu, *D-Allulose: A New Generation of Potential Bulk Sweeteners in the Food Industry*, 73 J. Agric. & Food Chem. 27,833, 27,833–35 (2025), https://doi.org/10.1021/acs.jafc.5c13620.

[17] https://www.oregonlive.com/business/2026/10/humm-kombucha-zero-sugar-label-challenged-in-federal-court-in-portland.html

[18] Ctr. for Sci. in the Pub. Int., *Comments Regarding the Declaration of Allulose on Nutrition and Supplement Facts*

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.[19]

36. 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.

37. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c). By contrast, Defendant's separate "ZERO SUGAR" and "0 GRAMS SUGAR" representations expressly characterize the level of sugar in the Products and are nutrient-content claims governed by 21 C.F.R. §§ 101.13(b) and 101.60(c)(1).

38. The "ZERO SUGAR" and "0 GRAMS 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 advertising repeats the same challenged message and is also alleged to be misleading under applicable state law.

39. 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

Labels (June 17, 2019), https://cspinet.org/sites/default/files/attachment/allulose%20final%20from%20CSPI.pdf.

[19] Youngji Han et al., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults: A Non-Randomized Controlled Trial*, 10 Nutrients art. 2010, at 6–10 (2018), https://doi.org/10.3390/nu10122010.

(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 . . .").

40. Section 101.60(c)(1) governs nutrient-content claims such as "sugar free," "zero sugar," and "no sugar." "0 GRAMS SUGAR" is a reasonable variation or synonym of those terms and therefore must satisfy that regulation. *See* 21 C.F.R. § 101.13(b)(4). Relevant here, § 101.60(c)(1) provides that a food may not be labeled with such terms unless:

> (i) The food contains less than 0.5 g of sugars, as defined in § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving . . .; and
>
> (ii) The food contains no ingredient that is a sugar or that is generally understood by consumers to contain sugars unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states "adds a trivial amount of sugar," "adds a negligible amount of sugar," or "adds a dietarily insignificant amount of sugar" . . . .

21 C.F.R. § 101.60(c)(1)(i)–(ii). The requirements of § 101.60(c)(1) are conjunctive, and the Products fail at least the two quoted above.

41. The Products do not comply with these regulations. Section 101.60(c)(1)(i) cross-references 21 C.F.R. § 101.9(c)(6)(ii), which provides that "[t]otal sugars shall be defined as the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)." Allulose, as a monosaccharide epimer of fructose, falls squarely within that definition. Because each can of the Products contains approximately ten grams of allulose, roughly twenty times the 0.5-gram threshold, the Zero Sugar Representations do not comply with § 101.60(c)(1)(i).[20]

[20] https://www.oregonlive.com/business/2026/10/humm-kombucha-zero-sugar-label-challenged-in-federal-court-in-portland.html

42. The Products also fail § 101.60(c)(1)(ii). Allulose syrup is an ingredient that is a sugar, yet its listing in the ingredient statement is not followed by an asterisk referring to any of the three prescribed statements. No such statement appears anywhere on the Products' labels.

43. Upon information and belief, and as reflected in the Products', each serving of the Products contains approximately ten grams of allulose. That amount of sugar, by itself, is approximately twenty times the FDA's threshold for labeling a product "sugar free" or "zero sugar" under section 101.60(c)(1)(i). The Products therefore cannot lawfully bear the Representations. This gram-scale quantity establishes that allulose is deliberately added during processing and is not present merely in trace amounts. Because allulose is a sugar under § 101.9(c)(6)(ii), Plaintiffs allege that Products formulated with added allulose cannot lawfully bear the Zero Sugar Representations.

44. FDA's nonbinding allulose guidance does not authorize the challenged Zero Sugar Representations. The 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.

45. The guidance does not amend § 101.9(c)(6)(ii), address the requirements governing "sugar free" and "zero sugar" claims under § 101.60(c)(1), or authorize a separate outside-panel representation that a product containing approximately ten grams of added allulose has "ZERO SUGAR" or "0 GRAMS SUGAR."

46. In *Franco v. Chobani, LLC*, the Seventh Circuit held that § 101.9(c)(6)(ii) unambiguously includes every monosaccharide, including allulose. The court further concluded that FDA's Allulose Guidance announced an enforcement policy rather than amending or interpreting the regulation and held that the plaintiffs' parallel state-law claims were not

expressly preempted on the theory presented. 184 F.4th 599, 604–07 (7th Cir. 2026). The FDA, appearing as amicus curiae at the court's invitation, took the same position on the regulation's meaning, and the court found the agency's reading persuasive. *Id.* at 604. Franco involved a "zero sugar" yogurt containing four grams of allulose per serving. *Id.* at 602. Upon information and belief, the Products contain more than twice that amount.

47. Moreover, approximately ten grams per serving is not a "trivial," "negligible," or "dietarily insignificant" amount of sugar, so even if Defendant had used the disclaimer that § 101.60(c)(1)(ii) requires, that disclaimer would itself have been false and misleading.

48. 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).

49. Plaintiffs do not seek to enforce the FDCA directly. They seek relief under independently enforceable Illinois consumer-protection law, including the Illinois Consumer Fraud and Deceptive Business Practices Act. The federal provisions identify the applicable labeling standards and the conduct that renders the Products misbranded. Plaintiffs' claims do not seek to impose any labeling requirement different from or additional to federal law. *See Franco*, 184 F.4th at 606–07.

Defendant's Conduct Violates Illinois's 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 also incorporates applicable federal food-labeling regulations into Illinois law. *See* 410 ILCS 620/21(j) ("[a] federal regulation automatically adopted pursuant to this Act takes effect in this State on the date it becomes effective as a Federal regulation."). Federal regulations provide that "sugars" include "all free mono- and disaccharides." 21 C.F.R. § 101.9(c)(6)(ii). Allulose is a monosaccharide and therefore constitutes a sugar under this regulatory definition.

53. Federal regulations further prohibit the use of terms such as "sugar free," "zero sugar," and "no sugar" unless the food contains less than 0.5 grams of sugars per reference amount customarily consumed and per labeled serving. 21 C.F.R. § 101.60(c)(1).

54. Defendant prominently represents on the Products' labeling and packaging that the Products are Zero Sugar and contain "0 GRAMS SUGAR." Those representations are false and misleading because the Products contain approximately ten grams of allulose per serving, approximately twenty times the maximum amount of sugar permitted by the 0.5-gram threshold established by 21 C.F.R. § 101.60(c)(1).

55. Defendant's representations are particularly misleading because they expressly communicate to consumers that the Products contain zero sugar, when, in fact, they contain approximately ten grams of allulose, a sugar under the applicable regulatory definition. The Products' labeling therefore misrepresents the nature and sugar content of the Products and fails to disclose material facts necessary to prevent Defendant's "Zero Sugar" representations from misleading consumers. *See* 410 ILCS 620/2.11.

56. Accordingly, because the Products bear "Zero Sugar" nutrient-content claims despite containing approximately ten grams of allulose per serving, the Products are misbranded

under Illinois law. Defendant's advertising, distribution, and sale of the misbranded Products therefore violate the IFDCA and the food-labeling requirements incorporated into Illinois law.

Reasonable Consumers Would Be Misled by Defendant's Deception.

57. Reasonable consumers have no reason to look at the back label of the Products when presented with the conspicuous representations on the front of the package that the Products contain "ZERO SUGAR" and "0 GRAMS SUGAR." Consumers are not expected to look beyond misleading representations on the front of a package to discover that those representations are false.

58. Defendant's conduct is especially misleading because a consumer who reviews the Nutrition Facts panel encounters a declaration of zero grams of Total Sugars and zero grams of Added Sugars even though Defendant deliberately adds approximately ten grams of allulose, a free monosaccharide and sugar under the governing federal definition, to the Products.

59. Although the Products' ingredient statement identifies allulose syrup, it does not disclose the number of grams of allulose per serving or explain that allulose is a free monosaccharide and therefore a sugar under 21 C.F.R. § 101.9(c)(6)(ii). Nor does that disclosure cure the separate and categorical Zero Sugar Representations.

60. 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.

61. 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 allulose; (b) allulose is a free monosaccharide and sugar; (c) Defendant adds approximately ten grams of allulose to each can during processing; (d) the Products' labels nevertheless represent that they contain "ZERO SUGAR" and "0 GRAMS 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. Indeed, Defendant's own website describes allulose as a monosaccharide.

62. 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 syrup as the second ingredient while printing the Zero Sugar Representations prominently on the Products' packaging.

63. 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 Zero Sugar Representations Injured Plaintiffs and the Class.

64. 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 approximately ten grams of allulose to each can during processing; (c) that the Products do not comply with the conditions governing "sugar free" and "zero sugar" claims under 21

C.F.R. § 101.60(c)(1); (d) that the Products do not conform to the Zero Sugar Representations; and (e) that the Products are misbranded under federal and Illinois law as a result of the Zero Sugar Representations.

65. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant injured Plaintiffs 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 Illinois food-labeling law.

66. Had Plaintiffs 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.

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

CLASS ACTION ALLEGATIONS

68. Plaintiffs bring 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 themselves and the following Class:

Illinois Class:

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

Multi-State Consumer Protection Class:

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

State Class" and jointly with Illinois Class, the "Class Members" or "Members of the Class(es)").[21]

69. Excluded from the Class Members 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.

70. Plaintiffs reserve the right to amend the above definitions or to propose subclasses in subsequent pleadings and motions for class certification.

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

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

73. Commonality: Plaintiffs and the Class Members share a community of interests in

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

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 "ZERO 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 Illinois Class, Illinois law;

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

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

h. Whether Plaintiffs and the Members of the Classes are entitled to statutory damages; and

i. Whether Plaintiffs and the Members of the Classes are entitled to attorneys' fees and costs.

74. Typicality: Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs 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.

75. Adequacy of Representation: Plaintiffs in this class action are adequate representatives of the Class Members in that Plaintiffs have the same interest in the litigation of this case as the Class Members, are committed to the vigorous prosecution of this case and have retained competent counsel who are experienced in conducting litigation of this nature.

76. Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to other Class Members or the class in its entirety. Plaintiffs anticipate no management difficulties in this litigation.

77. 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.

78. 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.

79. 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.

80. Defendant's policies and practices challenged herein apply to and affect Class Members uniformly and Plaintiffs' 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 Plaintiffs.

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

82. 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 23.

CLAIMS FOR RELIEF

COUNT I
VIOLATIONS OF STATE CONSUMER FRAUD ACTS
(On behalf of Plaintiffs and the Multi-State Consumer Protection Class[22])

83. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

84. Plaintiffs bring this Count on behalf of themselves and the Multi-State Class against Defendant.

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

a. Illinois (815 ILCS 505/1, et seq.);

b. Massachusetts (Mass. Gen. Laws Ch. 93A, et seq.);

c. Michigan (Mich. Comp. Laws § 445.901, et seq.);

d. Minnesota (Minn. Stat. § 325F.67, et seq.);

e. Missouri (Mo. Rev. Stat. § 407.010, et seq.);

f. New Jersey (N.J. Stat. § 56:8-1, et seq.);

g. New York (N.Y. Gen. Bus. Law §§ 349 and 350); and

[22] Plaintiffs reserve the right to amend this list of states after discovery.

h. Washington (Wash. Rev. Code § 19.86.010, et seq.).

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

87. Defendant's uniform labeling and marketing Representations of the Products were deceptive and materially misleading.

88. Given Defendant's position as an established, trusted national kombucha brand, Plaintiffs and reasonable consumers trusted and relied on Defendant's Representations, sustaining damages in an amount to be proven at trial.

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

90. Plaintiffs and the other Members of the Multi-State Class have standing to pursue a cause of action for violations of the Consumer Fraud Acts of the states in the Multi-State Consumer Protection Class because Plaintiffs and members of the Multi-State Class have suffered an injury in fact and lost money because of Defendant's actions set forth herein.

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

91. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

92. Plaintiffs bring this cause of action on behalf of themselves and the Illinois Class members against Defendant.

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

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

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

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

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

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

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

100. Plaintiffs and the other Illinois Class members reasonably relied upon Defendant's Representations, labeling, and omissions alleged herein regarding the Products' Zero Sugar claims.

101. Defendant's misconduct, as described herein, took place within the State of Illinois and constitutes unfair or deceptive acts or practices in the course of trade and commerce, violating 815 ILCS 505/1, *et seq*., and 815 ILCS 510/2(a)(5), by representing that the Products have characteristics or benefits that they do not have. Defendant also did not intend to sell the Products as advertised, in violation of 815 ILCS 505/2 and 815 ILCS 510/2(a)(9).

102. Defendant engaged in fraudulent and/or deceptive conduct, which creates a likelihood of confusion or misunderstanding in violation of 815 ILCS 505/2 and 815 ILCS 510/2(a)(12).

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

104. As a direct and proximate result of Defendant's violations of the ICFA, as set forth above, Plaintiffs and the Illinois Class members have suffered ascertainable money losses caused by Defendant's Zero Sugar Representations. Had they been aware of the true nature of the Products, Plaintiffs and Class Members would have paid less for the Products or would not have purchased them.

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

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

106. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

107. Plaintiffs bring this Count on behalf of themselves and the Illinois Class.

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

109. This claim is brought in the alternative to the other Counts. Illinois law and the

Federal Rules of Civil Procedure allow Plaintiffs to plead alternative theories.

110. Defendant's conduct violated, inter alia, 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 Representations alleged herein.

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

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

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

PRAYER FOR RELIEF

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

a. Certifying the Illinois and Multi-State Classes pursuant to Federal Rule 23, and appointing Plaintiffs and their counsel to represent the Classes;

b. Declaring that Defendant's conduct constitutes:

i. A violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.);

ii. Violations of substantially similar consumer protection statutes of other states;

iii. Unjust enrichment;

c. Awarding all actual, compensatory, statutory, and punitive damages to which Plaintiffs and Class Members are entitled;

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

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

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

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

JURY DEMAND

Plaintiffs hereby demand a trial by jury of all claims so triable.

Dated: October 13, 2026

Respectfully submitted,

By: */s/ Kevin Laukaitis*

LAUKAITIS LAW LLC
Kevin Laukaitis*
954 Avenida Ponce De León
Suite 205, #10518
San Juan, PR 00907
T: (215) 789-4462
klaukaitis@laukaitislaw.com

Attorneys for Plaintiffs and the Class

CIVIL COVER SHEET

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. ***(See instructions on next page of this form.)***

I. (a) PLAINTIFFS

Eunice De la Pena and Theresa Hauser, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff
(Except in U.S. plaintiff cases)

Cook County

(c) Attorneys *(firm name, address, and telephone number)*
Laukaitis Law LLC
654 Ave. Ponce de Leon, Suite 205 #10518
San Juan, PR 00907
(215) 559-6071

DEFENDANTS

Humm Kombucha LLC

County of Residence of First Listed Defendant Deschutes County
(In U.S. plaintiff cases only)
Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Check **one** box, only.)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government not a party.)*
- ☐ 2 U.S. Government Defendant
- ☑ 4 Diversity *(Indicate citizenship of parties in Item III.)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(For Diversity Cases Only.)*

*(Check **one** box, only for plaintiff and **one** box for defendant.)*

	PTF	DEF		PTF	DEF
Citizen of This State	☑ 1	☐ 1	Incorporated *or* Principal Place of Business in This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business in Another State	☐ 5	☑ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Check **one** box, only.)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans)
- ☐ 153 Recovery of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☑ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

PROPERTY RIGHTS
- ☐ 820 Copyright
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016 (DTSA)

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729 (a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 485 Telephone Consumer Protection Act (TCPA)
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Arts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/Accommodations
- ☐ 445 Amer. w/ Disabilities-Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus – Alien Detainee (Prisoner Petition)
- ☐ 465 Other Immigration Actions

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAXES
- ☐ 870 Taxes (U.S. Plaintiff or Defendant
- ☐ 871 IRS—Third Party 26 USC 7609

V. ORIGIN *(Check **one** box, only.)*

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

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

23 USC 1223 (d)(2)(A)

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

VIII. REQUESTED IN COMPLAINT:

☑ Check if this is a **class action** under Rule 23, F.R.CV.P.

Demand $ $5,000,000

CHECK Yes only if demanded in complaint:
Jury Demand: ☑ Yes ☐ No

IX. RELATED CASE(S) IF ANY *(See instructions):* Judge Case Number

X. Is this a previously dismissed or remanded case? ☐ **Yes** ☐ **No** **If yes, Case #** **Name of Judge**

Date: October 13, 2026

Signature of Attorney of Record /s/Kevin Laukaitis

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

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

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

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

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

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

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

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

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

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

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