

Nisha Wright (SBN: 202564)
The Wright Law Office, P.A.
600 West Broadway, Suite 700
San Diego, CA 92101
Telephone: (619) 393-3677
nisha@wrightlawoffice.com

Manfred P. Muecke (SBN: 222893)
mmuecke@manfredapc.com
MANFRED, APC
4225 Executive Square
Suite 600-6051
La Jolla, CA 92101-3370
Telephone: (619) 550-4005
Fax: (619) 550-4006

Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Elijah Greer, on behalf of Himself, and
All Others Similarly Situated,
Plaintiff,

vs.

The Simply Good Foods Company and
Quest Nutrition, LLC,
Defendant.

Case No.: **'26CV5448 WQHDDL**

CLASS ACTION COMPLAINT

Plaintiff, Elijah Greer (“Plaintiff”), by and through his attorneys, brings this action on behalf of himself and all others similarly situated against Defendants The Simply Good Foods Company (“Simply Good”) and Quest Nutrition, LLC

1 (“Quest”) (collectively, the “Defendants”). Plaintiff hereby alleges, on information
2 and belief, except for information based on personal knowledge, which allegations
3 are likely to have evidentiary support after further investigation and discovery, as
4 follows:
5

6 **INTRODUCTION**

7 1. This case is about the deceptive package labeling of Quest Crispy Hero
8 Protein Bars (collectively, the “Products”) which are marketed as containing only
9 one or two grams of sugar per bar.
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11 2. The Products are sold at major brick-and-mortar and online retailers
12 throughout the United States, including Target, Walmart, and Amazon.com, as well
13 as other specialized retailers. The Products are sold and continue to be sold
14 throughout the state of California.
15

16 3. In contradiction to the Products’ labeling and advertising, instead of having
17 one or two grams of sugar, each bar is sweetened with between seven and thirteen
18 grams of allulose—a type of sugar.
19

20 4. This is a straightforward case. Defendants have sold millions of protein bars
21 to unsuspecting consumers by touting the Products as having very little sugar. As it
22 turns out, the Products contain many times the amount of sugar advertised. Selling
23 consumers a food product that is mislabeled and misleading violates the consumer
24 protection laws of California.
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1 5. Plaintiff and the putative Classes assert causes of action for violations of the
2 consumer protection laws of California.

3 6. In particular, this class action lawsuit seeks to challenge Defendants' false and
4 deceptive practices in the marketing and advertising of the Products. Specifically,
5 the Products include the following Quest Crispy Hero Protein Bar flavors: (1) Fruity
6 Cereal, (2) Peanut Butter & Jelly¹, (3) Chocolate Peanut Butter, (4) Chocolate
7 Caramel Pecan, (5) Cookies & Cream, (6) Blueberry Cobbler, and (7) Birthday Cake.
8

9 7. There is no such thing as "zero sugar" allulose; that doesn't exist. To peddle
10 this contradiction in terms, Defendants deceived the public through misleading
11 packaging statements and labels. This deceptive and unfair practice earned them
12 many millions of dollars, while doing substantial damage to consumers.
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14
15 **STATEMENT REGARDING 7th CIRCUIT DECISION**
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17 8. On July 27, 2026, in *Franco v. Chobani, LLC*, the Seventh Circuit reversed
18 the dismissal of state consumer protection claims materially identical to those pled
19 here, which challenged Chobani's Zero Sugar yogurt sweetened with four grams of
20 allulose per serving. See *Franco v. Chobani, LLC*, 789 F. Supp. 3d 584, 599 (N.D.
21 Ill. 2025), *rev'd*, No. 25-2087, 2026 WL 2150193 (7th Cir. July 27, 2026).
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27 ¹ Peanut Butter & Jelly is the only flavor in which the sugar content is represented at two grams
28 per bar; the rest of the Products' sugar content is advertised as one gram per bar.

1 9. The Seventh Circuit held that allulose is a sugar under 21 C.F.R. §
2 101.9(c)(6)(ii). The court explained that the regulation defines Total Sugars as the
3 sum of all free mono-and disaccharides (such as glucose, fructose, lactose, and
4 sucrose), that [t]here's no dispute that allulose is a monosaccharide, and that
5 [b]ecause the definition includes every monosaccharide and the following
6 parenthetical is merely a list of examples, allulose is a sugar under § 101.9(c)(6)(ii).
7
8 *Franco*, 2026 WL 2150193, at *3.

10 10. Notably, the FDA itself, appearing as amicus curiae at the Seventh Circuit's
11 invitation, took the position that the text of § 101.9(c)(6)(ii) is unambiguous, and
12 that total sugars as defined in that regulation include all monosaccharides, including
13 allulose. *Id.* The court found the FDA's reading persuasive, thorough, and consistent
14 with the agency's earlier statements, including the FDA's 2016 rulemaking statement
15 that allulose, as a monosaccharide, must be included in the Total Sugars declaration.
16
17 *Id.*; 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).

19 11. The Seventh Circuit also held that the plaintiffs' state law claims were not
20 preempted: The federal requirements at issue are clear - food products cannot be
21 labeled sugar free unless they have less than half a gram of sugar, and sugars include
22 every monosaccharide, including allulose. . . . The [plaintiffs] want to hold Chobani
23 liable under state law for violating identical standards, and so their claims are not
24 preempted. *Id.* at *5 (citing 21 U.S.C. § 343-1(a)(5); *Bell v. Publix Super Markets,*
25 *Inc.*, 982 F.3d 468, 484 (7th Cir. 2020)).

1 12. The holdings in *Chobani* apply to this case. Like Chobani's yogurt, the
2 Products make an affirmative statement of 1-2 gram of sugar while containing 7-13
3 grams of allulose per serving.
4

5 PARTIES

6 13. Elijah Greer is a citizen of California and resides in San Diego County.
7 Plaintiff purchased a four-count box of Defendant's Quest Crispy Hero Protein Bars,
8 Cookies and Cream at Target for approximately \$10.00. Prior to making his purchase,
9 Plaintiff saw the Product's labeling, which prominently stated on the front of the
10 package "1g SUGAR PER BAR." In reliance on this representation, Plaintiff
11 believed that each bar contained one gram of sugar in total, and purchased the
12 Product. Plaintiff would not have purchased the Product on the same terms had he
13 known the representation of "1g SUGAR PER BAR" was not true. Plaintiff paid a
14 price premium due to Defendant's false and misleading amount of sugar claim and
15 Plaintiff did not receive the benefit of his bargain because the Product contains 11
16 grams of allulose (sugar) per bar. Had Plaintiff known the truth, he would not have
17 purchased the Product or would have paid substantially less for it.
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22 14. Defendant, The Simply Good Foods Company, is a Delaware corporation
23 with its principal place of business in Denver, Colorado. Simply Good owns Quest
24 and labels, markets, and distributes the Products throughout California and the
25 United States.
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1 15. Defendant Quest Nutrition, LLC is a Delaware limited liability company with
2 its headquarters in El Segundo, California. Quest manufactures and sells the
3 Products throughout California and the United States.

4
5 **JURISDICTION AND VENUE**

6 16. This Court has jurisdiction over this matter under the Class Action Fairness
7 Act (“CAFA”), 28 U.S.C. § 1332(d), as the amount in controversy exceeds \$5
8 million, exclusive of interest and costs; it is a class action of over 100 members; and
9 at least one member of the proposed Classes is a citizen of a different state from one
10 of the Defendants. Plaintiff alleges that the total claims of individual members of the
11 proposed Classes (as defined herein) are well in excess of \$5,000,000.00 in the
12 aggregate, exclusive of interest and costs.

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15 17. This Court has personal jurisdiction over Defendants. Defendants have
16 sufficient minimum contacts with the state of California and purposefully availed
17 themselves, and continue to avail themselves, of the jurisdiction of California
18 through the privilege of conducting their business ventures in the state of California.
19 Furthermore, a substantial portion of the events giving rise to Plaintiff’s claims
20 occurred in this State, including Plaintiff’s purchase of the Product.

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23 18. Venue is proper in this district under 28 U.S.C. § 1391(a) because a
24 substantial part of the events or omissions giving rise to Plaintiff’s claims occurred
25 in this district, as Defendants do business throughout this district. Plaintiff made his
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1 purchase of the Product in this district, and the Product he purchased were delivered
2 to and used in this district.

3 **FACTUAL ALLEGATIONS**

4 **A. Consumers Seek Out and Pay A Price Premium For Low Sugar Products**

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6 19. Consumer demand for products without sugar is well documented. A survey
7 conducted in 2025 shows that “[t]hree in four Americans are trying to limit or avoid
8 sugars in their diet.”²
9

10 20. The demand aligns with the widely accepted public health guidance. The
11 2025–2030 Dietary Guidelines for Americans state that no amount of added sugars
12 is recommended or considered part of a healthy or nutritious diet and that one meal
13 should contain no more than 10 grams of added sugars.³ The World Health
14 Organization recommends limiting free sugars to less than 10 percent of total daily
15 energy intake and states that limiting them further to 5 percent or less may provide
16 additional health benefits.⁴ The American Heart Association recommends limiting
17 adding sugars to no more than 6 percent of daily calories.⁵
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23 ² A Focus On Sugars & Sweeteners, IFIC Food & Health Survey, [https://ific.org/wp-](https://ific.org/wp-content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf)
24 [content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf](https://ific.org/wp-content/uploads/2025-IFIC-Food-Health-Survey-Sugars-Sweeteners.pdf) (Last accessed on
September 14, 2026).

25 ³ U.S. Department of Health and Human Services & U.S. Department of Agriculture, Dietary
Guidelines for Americans, 2025–2030, at 4 (Jan. 2026), <https://cdn.realfood.gov/DGA.pdf>

26 ⁴ World Health Organization, Healthy Diet (Jan. 26, 2026), [https://www.who.int/newsroom/](https://www.who.int/newsroom/fact-sheets/detail/healthy-diet)
fact-sheets/detail/healthy-diet

27 ⁵ American Heart Association, Added Sugars, [https://www.heart.org/en/healthy-](https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars)
28 [living/healthy-eating/eat-smart/sugar/added-sugars](https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars) (last visited Sept. 1, 2026)

21. Food and beverage manufacturers are aware of this demand and of the premium consumers will pay to satisfy it. Products labeled as containing only 1 or 2 grams of sugar 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.

B. Defendants Misleading Sugar Claims

22. Defendants' Products all contain a representation on the front of the packaging that they contain "1g SUGAR PER BAR" or "2g SUGAR PER BAR." These statements are referred to herein as the "Low Sugar Claims."

23. The following are representative pictures of the "Low Sugar Claims":



Nutrition Facts	Amount/serving		% DV	Amount/serving		% DV
	Total Fat 6g		8%	Total Carb. 23g		8%
4 servings per container	Sat. Fat 5g		25%	Dietary Fiber 6g		21%
	Trans Fat 0g			Total Sugars 1g		
Serving size 1 bar (52g)	Cholesterol 10mg		3%	Incl. 0g Added Sugars		0%
	Sodium 200mg		9%	Erythritol 3g		
Calories 150 per serving				Protein 18g		36%
				Vitamin D 0mcg 0% • Calcium 240mg 20% • Iron 1.7mg 10% • Potassium 100mg 2%		

*23g TOTAL CARBS - 6g FIBER - 11g ALLULOSE - 3g ERYTHRITOL = 3g NET CARBS



*25g TOTAL CARBS - 7g FIBER - 9g ALLULOSE - 5g ERYTHRITOL = 4g NET CARBS

Nutrition Facts	
Serving size	1 bar (60g)
Amount per serving	
Calories	210
% Daily Value*	
Total Fat 13g	17%
Saturated Fat 8g	40%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 250mg	11%
Total Carbohydrate 25g	9%
Dietary Fiber 7g	25%
Total Sugars 2g	
Includes <1g Added Sugars	0%
Erythritol 5g	
Protein 16g	32%
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0.3mg	2%
Potassium 110mg	2%
The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

INGREDIENTS: PROTEIN BLEND (MILK PROTEIN ISOLATE, WHEY PROTEIN ISOLATE), PEANUTS, ALLULOSE, SOLUBLE CORN FIBER, PALM KERNEL OIL AND PALM OIL, ERYTHRITOL, WATER. CONTAINS LESS THAN 2% OF THE FOLLOWING: SODIUM CASEINATE, BUTTER (CREAM), SALT, LECITHIN (SUNFLOWER AND/OR SOY LECITHIN), PEANUT OIL, NATURAL FLAVORS, MALIC ACID, VEGETABLE JUICE COLOR, PECANS, CARRAGEENAN, SUNFLOWER OIL, SUCRALOSE.

CONTAINS: MILK, SOY, PEANUTS, PECANS.

PROCESSED ON EQUIPMENT THAT ALSO PROCESSES OTHER TREE NUTS.

CONTAINS A BIOENGINEERED FOOD INGREDIENT.

24. The Low Sugar Claims communicate to reasonable consumers that the protein bars contain 1 or 2 grams of sugar, depending on the Product flavor.

25. However, these claims are false. The Products contain between seven and thirteen grams of added allulose (sugar) per serving, depending on the flavor, which should be reflected in the nutrition panel as added sugars.

26. The information panels on the products reinforce, rather than resolve, the misleading impression created by the sugar representations. The Nutrition Facts panels indicate that there is only one or two grams of total sugars listed on the front, and they declare zero grams of added sugars (with less than one gram for the Peanut Butter & Jelly Product). The ingredient statements include allulose but do not clarify

that allulose is a free monosaccharide or sugar. Additionally, the labels display the amount of allulose only outside the Nutrition Facts panel, presenting it as a subtraction rather than as a type of sugar contained in the products.

27. Defendants' off-label marketing and advertising for the Products support their Low Sugar Claims that are prominently displayed directly on the packaging:



C. Allulose is a Sugar

28. Allulose is a sugar that naturally occurs in small quantities in things like figs, raisins, wheat, maple syrup, and molasses.⁶

29. Chemically, allulose is a monosaccharide. It is the C-3 epimer of D-fructose, meaning that allulose and fructose have the same molecular formula and connectivity but differ in the spatial orientation of a hydroxyl group at the third carbon. "D-allulose, a C-3 epimer of D-fructose, is a rare monosaccharide used as a

⁶ <https://health.clevelandclinic.org/what-is-allulose> (Last accessed on September 1, 2026).

1 food ingredient or a sweetener.”⁷ Allulose is accordingly “a rare sugar,” and “a
2 monosaccharide that is low in calories and that maintains approximately 70% of
3 sweetness relative to sugar.”⁸

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5 30. Allulose is not merely a sugar as a matter of chemical classification. It is
6 used as one. Allulose has “70% of the sweetness of sucrose, which means it is
7 viewed as a potential alternative sweetener.”⁹

8
9 31. Allulose is utilized in gram-scale quantities as a bulk sweetener due to its
10 lower level of sweetness compared to table sugar. High-intensity sweeteners such as
11 saccharin, aspartame, acesulfame potassium, neotame, sucralose, and advantame are
12 approximately 200 to 20,000 times as sweet as sucrose.¹⁰ By contrast, allulose has
13 approximately 70% of sucrose’s sweetness and, as Defendants’ own product
14 information shows, is used in large quantities as a bulk sweetener.¹¹
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20 ⁷ 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 (2019),
21 <https://doi.org/10.3390/foods8100448>.

22 ⁸ Youngji Han *et al.*, *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial*, 10 NUTRIENTS ART. 2010, at 1–2 (2018),
23 <https://doi.org/10.3390/nu10122010>.

24 ⁹ Maeng *et al.*, *supra* note 7, at 2.

25 ¹⁰ U.S. FOOD & DRUG ADMINISTRATION, *Aspartame and Other Sweeteners in Food*,
26 <https://www.fda.gov/food/food-additives-petitions/aspartame-and-other-sweeteners-food> (last
27 visited Sept. 15, 2026).

28 ¹¹ 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) (Viewpoint), <https://doi.org/10.1021/acs.jafc.5c13620>.

1 32. Allulose also behaves like sugar in food. “It is convenient for the food
2 industry to use D-allulose, as its chemical properties are similar to those of fructose
3 in terms of solubility, water activity, and viscosity.”¹²
4

5 33. The Food and Drug Administration (“FDA”) identifies allulose as a sugar. In
6 its 2016 Nutrition Facts rulemaking, the FDA stated that allulose, “as a
7 monosaccharide, must be included” in the Total Sugars declaration pending any
8 future rulemaking that would otherwise exclude the substance.¹³ The current
9 regulation continues to define Total Sugars as “the sum of all free mono- and
10 disaccharides” and does not exclude allulose. 21 C.F.R. § 101.9(c)(6)(ii).
11

12 34. There are also important differences between consuming allulose and
13 consuming no sugar. While some preliminary research suggests allulose may
14 metabolize differently than some other sugars in some people, that research carries
15 significant caveats: studies have concluded that dose difference of allulose may
16 result in a different effect, that the effect may differ by race as well as gender, and
17 that there might be a difference between a liquid form and a solid form of allulose,
18 and experts have concluded that more research needs to be done.¹⁴
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24 ¹² Han *et al.*, *supra* note 6, at 10

25 ¹³ FOOD LABELING: *Revision of the Nutrition and Supplement Facts Labels*, 81 Fed. Reg.
26 33,742,33,796 (May 27, 2016).

27 ¹⁴ Tani Yuma et al., Allulose for the attenuation of postprandial blood glucose levels in healthy
28 humans: A systematic review and meta-analysis, 18 PLoS One 4 (2023),
<https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0281150>.

35. Consumption of allulose can also cause gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.¹⁵ 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.¹⁶

D. The Products Violate the FDA Nutrient Content Regulations

36. Congress empowered 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.

37. FDA regulations make a clear distinction between two types of food label statements: (i) nutrition panel declarations, and (ii) nutrient content claims. The FDA has established the well-known nutrition panel and tightly controls exactly what declarations may, and may not, appear within the four walls of that panel. *See, e.g.*, 21 C.F.R. § 101.9. None of Plaintiff's claims relate to or depend on any declaration

¹⁵ 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>

¹⁶ 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

1 made within the Products nutrition panels. At issue in this case are the separate,
2 deceptive nutrient content claims that Defendant has placed prominently on the
3 Products packaging and advertising outside of the nutrition panel.

4
5 38. Nutrient content claims are statements that expressly or implicitly
6 characterize[] the level of a nutrient, such as sugar. 21 C.F.R. § 101.13(b). The Low
7 Sugar Claims appear outside of the Nutrition Fact Panel on the Products' front labels
8 and in Defendants' marketing, and expressly characterize the level of sugar in the
9 Products.
10

11 39. Nutrient-content claims are strictly forbidden unless specifically allowed
12 under FDA regulations. 21 C.F.R. § 101.13(b) ("A claim that expressly or implicitly
13 characterizes the level of a nutrient of the type required to be in nutrition labeling
14 under § 101.9 or under § 101.36 (that is, a nutrient content claim) may not be made
15 on the label or in labeling of foods unless the claim is made in accordance with this
16 regulation and with the applicable regulations in subpart D").
17
18

19 35. The Low Sugar Claims are direct statements regarding the quantity of sugar
20 in grams and thus are expressed nutrient-content claims. 21 C.F.R. § 101.13(b)(1).
21

22 36. Section 101.13(i) governs statements of the amount of a nutrient appearing
23 outside the Nutrition Facts panel. It permits such a statement only if one of three
24 conditions is met: (1) the statement implicitly characterizes the level of the nutrient
25 and is consistent with a definition for a claim provided in subpart D, *id.* §
26 101.13(i)(1); (2) the statement implicitly characterizes the level and is not consistent
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1 with such a definition, in which case it must be accompanied by an adjacent
2 disclaimer that the food is not “low” in the nutrient, *id.* § 101.13(i)(2); or (3) the
3 statement does not in any way implicitly characterize the level of the nutrient and
4 “is not false or misleading in any respect,” *id.* § 101.13(i)(3).

5
6 37. No subpart D provision defines a claim that a food contains one or two grams
7 of sugar. Paragraph (i)(1) is therefore inapplicable. The Low Sugar Claims are
8 accordingly governed by paragraph (i)(3), which permits a statement of the amount
9 of a nutrient only if the statement “is not false or misleading in any respect.” And to
10 the extent the Low Sugar Claims are construed to implicitly characterize the level of
11 sugar in the Products, paragraph (i)(2) permits them only where the label bears an
12 adjacent disclaimer, and no such disclaimer appears anywhere on the Products’
13 labels. The Low Sugar Claims are impermissible under either paragraph.

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17 38. Sugar is a nutrient “of the type required to be in nutrition labeling under §
18 101.9.” 21 C.F.R. § 101.13(b). Section 101.9(c)(6)(ii) defines Total Sugars as “the
19 sum of all free mono- and disaccharides.” That same definition governs the Sugar
20 Representations, because compliance with the requirements for nutrient-content
21 claims is determined using the analytical methodology prescribed for nutrition
22 labeling in § 101.9. *Id.* § 101.13(o). Allulose, as a free monosaccharide and the C-3
23 epimer of D-fructose, falls squarely within that definition and must be included in
24 measuring the Products’ sugar content. Measured that way, the Low Sugar Claims
25 are false. Defendants’ own labels disclose that each bar contains 7 to 13 grams of
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allulose. The Nutrition Facts panels separately declare one gram of Total Sugars for six Products and two grams for the Peanut Butter & Jelly Product, which under the applicable rounding rule correspond to at least 0.5 gram and at least 1.5 grams respectively. *Id.* § 101.9(c)(6)(ii). Defendants’ own label figures therefore correspond to at least approximately 7.5 to 13.5 grams of sugars per labeled serving—between roughly five and fourteen times the amount represented on the front label. The Low Sugar Claims are false and, at minimum, materially misleading, and they violate 21 C.F.R. § 101.13(i).

39. The Products’ labels and labeling bear false, misleading, and impermissible outside-panel nutrient-content claims. Accordingly, the Products are misbranded under federal law. 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (c), (i)(2)–(3), and (o). Misbranded food may not lawfully be introduced or delivered for introduction into interstate commerce. 21 U.S.C. § 331(a).

40. Plaintiff does not seek to enforce the FDCA directly. He seeks relief under independently enforceable state consumer protection laws, including California’s Sherman Law provisions adopting requirements identical to federal food-labeling requirements, and independently alleges that the Low Sugar Claims mislead reasonable consumers.

E. Defendants' Conduct Violates California's Food Labeling Laws

41. California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875, *et seq.* (the Sherman Law), expressly adopts all federal food labeling regulations as the food labeling regulations of the State of California. Cal. Health & Safety Code § 110100(a) (All food labeling regulations and any amendments to those regulations adopted pursuant to the federal act . . . shall be the food labeling regulations of this state.).

42. The Sherman Law separately provides that food is misbranded if its labeling is false or misleading in any particular (Cal. Health & Safety Code § 110660), and prohibits the manufacture, sale, delivery, holding, offer for sale, advertising, and receipt in commerce of any food that is misbranded (Cal. Health & Safety Code §§ 110398, 110660, 110760, 110765, 110770).

43. The Products' Low Sugar Claims (nutrient content claims) are in violation of 21 C.F.R. § 101.13(i)(2)–(3), read with §§ 101.9(c)(6)(ii) and 101.13(o), as adopted by the Sherman Law. Accordingly, the Products are misbranded under California law. Defendants' manufacture, advertising, distribution, and sale of the Products are unlawful. Since these California requirements are identical to the federal requirements, Plaintiff's claims are not preempted. 21 U.S.C. § 343-1(a).

F. Reasonable Consumers Cannot Detect Defendants' Deception

44. Reasonable consumers have no reason to look at the back panel when presented with the unambiguous front-panel representation that the Products contain

1 “1g SUGAR PER BAR” or “2g SUGAR PER BAR.” However, even if they did,
2 the Nutrition Facts panels on the Products declare between one and two grams of
3 Total Sugars, with six out of seven Products claiming zero grams of Added Sugars,
4 the seventh claiming less than one gram of added sugar.
5

6 45. Consumers are not required to conduct independent scientific testing or
7 research into the chemical classification of listed ingredients to verify express label
8 claims. Reasonable consumers do not possess specialized knowledge of
9 carbohydrate chemistry.
10

11 46. Additionally, Allulose is not a common household name among consumers.
12 Reasonable consumers, like Plaintiff, cannot discern from the Products' ingredient
13 disclosures that the Products contain added sugar that is not included in the disclosed
14 amount on the packaging.
15

16 47. The net-carbohydrate equation under the Nutrition Panel subtracts allulose as
17 a separate category, reinforcing the impression that it is not part of the represented
18 sugar amount. Although the equation quantifies allulose, it does not explain that
19 allulose is a sugar. The disclosures therefore do not cure the Low Sugar Claims.
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22 **G. Defendants Knew the Low Sugar Claims Were False**

23 48. Defendants knew, or should have known, that the Low Sugar Claims were
24 false or misleading when it formulated, labeled, distributed, and sold the Products.
25 Specifically, Defendants knew that: (a) the Products contain allulose; (b) allulose is
26 a free monosaccharide and sugar; (c) Defendants add approximately seven to
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thirteen grams of allulose per serving to each Product during processing; (d) the packaging nevertheless represents on both the front and back panels that the Products contain one or two grams of sugar and zero or almost zero added sugar; (e) reasonable consumers would rely on the Low Sugar Claims when purchasing; (f) consumers would not receive the represented benefit of the bargain; and (g) the Low Sugar Claims enabled Defendants to charge a premium.

49. Defendants formulate the Products and control the ingredient statement, Nutrition Facts panel, and packaging. Defendants list allulose as the second or third ingredient and print the Low Sugar Claims prominently on both the front and back panels. Those facts demonstrate that Defendants knew the Products contained added allulose while making the challenged representations.

50. Defendants could have stopped using the Low Sugar Claims, accurately qualified them, or ensured that they were true, but chose not to.

H. Defendants' Low Sugar Claims Injured Plaintiff and the Class

51. Defendants concealed or failed to disclose material facts about the Products, including: (a) that allulose is a free monosaccharide and sugar; (b) that Defendants add it during processing; (c) that the Products do not comply with pertinent FDA regulations; (d) that the Products do not conform to the Low Sugar Claims; and (e) as a result, the Products are misbranded under federal and California law.

52. As an immediate, direct, and proximate result of Defendants' false, misleading, and deceptive representations and omissions, Defendants injured

1 Plaintiff and Class Members in that they: (a) paid money for products that were not
2 as represented; (b) paid a premium for the Products; (c) were deprived of the benefit
3 of their bargains; and (d) purchased misbranded Products that could not lawfully
4 have been sold because they violate FDA requirements and, for California Subclass
5 Members, California's food-labeling laws.
6

7 53. Accordingly, Plaintiff and Class Members suffered injury in fact and lost
8 money or property because of Defendants' wrongful conduct.
9

10 54. Despite Defendants' misrepresentations, Plaintiff and Class Members would
11 purchase the Products, as advertised, if they in fact contained the amount of sugar
12 advertised. Absent an injunction prohibiting Defendants' deceptive marketing and
13 advertising practices, Plaintiff and Class Members will be unable to rely with
14 confidence on Defendants' representations about the Products in the future.
15 Moreover, while Plaintiff and Class Members currently believe the Products'
16 marketing and advertising are inaccurate, they lack personal knowledge of
17 Defendants' specific formulation and labeling practices and therefore cannot
18 determine whether the Products truly contain no added sugar at any given time. This
19 uncertainty, combined with their desire to purchase the Products if truthfully labeled
20 and marketed, constitutes an ongoing injury that can and would be remedied by an
21 injunction enjoining Defendants from making the misleading representations alleged
22 herein. In the absence of such injunctive relief, Defendants will continue to mislead
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1 consumers, who will reasonably but incorrectly believe that the Products contain a
2 small fraction of the amount of sugar that has actually been added to them.

3 55. All of Defendants' misrepresentations and omissions at issue here were
4 consistently made during the applicable class period. Defendants made uniform
5 misrepresentations about the Products that Plaintiff and all Class Members were
6 exposed to and relied upon.
7

8 56. Plaintiff expressly does not seek to contest or enforce any state law that has
9 requirements beyond those required by Federal laws or regulations.
10

11 **I. The Products Are Substantially Similar**

12 57. As described supra, Plaintiff purchased the Hero Crispy Cookies and Cream
13 Protein Bar (the "Purchased Product"). The additional unpurchased Products are
14 substantially similar to the Purchased Product:
15

- 16
- 17 a. **Defendant.** All Products are manufactured, sold, marketed, advertised,
18 labeled, and packaged by Defendants.
 - 19 b. **Brand.** All Products are sold under the same brand name.
 - 20 c. **Marketing Demographics.** All Products are marketed directly to consumers
21 for personal consumption.
 - 22 d. **Purpose.** All Products are intended for the primary purpose of consumption,
23 and are prepared and consumed in the same manner.
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1 e. **False Advertising Claims.** All Products contain the same Low Sugar Claims
2 on their labeling and packaging. In addition, all Products prominently display
3 the Low Sugar Claims on the front label.

4
5 f. **Key Ingredients.** All Products are sweetened with allulose- a sugar.

6 g. **Misleading Effect.** The misleading effect of the Low Sugar Claims on
7 consumers is the same for all Products: consumers are misled into buying or
8 otherwise overpaying a premium for products represented to contain minimal
9 sugar, but they receive products that, contrary to the Products' labels, are
10 sweetened predominantly with allulose, a sugar.
11
12

13 **CLASS ACTION ALLEGATIONS**

14 58. **Class Definition:** Plaintiff brings this action as a class action pursuant to
15 Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of himself and all
16 others similarly situated. The proposed classes are defined as follows (collectively,
17 the "Class" or "Classes"):
18

19 **Nationwide Class:** All persons in the United States who, during the maximum
20 period of time permitted by law, purchased for personal use one or more of the
21 Products while the Product contained allulose and bore a Low Sugar Claim.
22 Excluded from the Class are: (1) Defendants and all directors, officers,
23 employees, partners, principals, shareholders, and agents of Defendants; (2) Any
24 currently sitting United States District Court Judge or Justice, and the current
25 spouse and all persons within the third-degree of consanguinity to such
26 judge/justice; and (3) Class Counsel.

27 **California Sub-Class:** All individual residents of the State of California who,
28 during the maximum period of time permitted by law, purchased for personal use
one or more of the Products while the Product contained allulose and bore a Low
Sugar Claim. Excluded from the Class are: (1) Defendants and all directors,

1 officers, employees, partners, principals, shareholders, and agents of Defendants;
2 (2) Any currently sitting United States District Court Judge or Justice, and the
3 current spouse and all other persons within the third-degree of consanguinity to
4 such judge/justice; and (3) Class Counsel.

5 59. Plaintiff reserves the right to amend the class definitions if further
6 investigation and discovery indicates that the class definitions should be narrowed,
7 expanded, or otherwise modified.

8 60. **Numerosity and Ascertainability:** Plaintiff does not know the exact
9 number of members of the putative Classes. Based on Plaintiff's initial investigation,
10 however, Plaintiff is informed and believes that the total number of Class members
11 is at least in the tens of thousands, and that members of the Class are numerous and
12 geographically dispersed throughout the United States and California. While the
13 exact number and identities of the Class members are unknown at this time, such
14 information can be ascertained through appropriate investigation and discovery,
15 including Defendants' records, either manually or through computerized searches.
16
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18 61. **Typicality and Adequacy:** Plaintiff's claims are typical of the claims of the
19 Class members he seeks to represent because Plaintiff, like the Class members,
20 purchased Defendants' misleading and deceptive Products. Defendants' unlawful,
21 unfair, and/or fraudulent actions concern the same business practices described
22 herein irrespective of where they occurred or were experienced. Plaintiff and the
23 Class sustained similar injuries arising out of Defendants' conduct. Plaintiff's and
24 Class members' claims arise from the same practices and course of conduct and are
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1 based on the same legal theories. Plaintiff will fairly and adequately represent and
2 protect the interests of the proposed Class. Plaintiff does not have any interests that
3 are antagonistic to those of the proposed Class. Plaintiff has retained counsel
4 competent and experienced in the prosecution of this type of litigation.
5

6 **62. Existence and Predominance of Common Questions of Law and Fact:**

7 Common questions of law and fact exist as to all Class Members and predominate
8 over questions affecting only individual members. These common legal and factual
9 questions include, but are not limited to:
10

- 11 a. Whether allulose is a sugar, including under 21 C.F.R. § 101.9(c)(6)(ii) as
12 adopted by California's Sherman Law;
13
- 14 b. Whether the Products accurately state their sugar content and comply with 21
15 C.F.R. §§ 101.9(c)(6)(ii) and 101.13(i);
16
- 17 c. Whether reasonable consumers would understand Defendants' Low Sugar
18 Claims concerning the Products to be untrue or misleading;
19
- 20 d. Whether Defendants' Low Sugar Claims were material;
21
- 22 e. Whether the Products are misbranded under federal law and, with respect to
23 the California Subclass, California law;
24
- 25 f. Whether Defendants used deceptive representations in connection with the
26 sale of the Products in violation of Civil Code section 1750, *et seq.*;
27
- 28 g. Whether Defendants represented that the Products have characteristics or
qualities that they do not have in violation of Civil Code section 1750, *et seq.*;

1 h. Whether Defendants knew or by the exercise of reasonable care should have
2 known its labeling and advertising was and is untrue or misleading in violation
3 of Business and Professions Code section 17500, *et seq.*;

4
5 i. Whether Defendants' conduct is an unfair business practice within the
6 meaning of Business and Professions Code section 17200, *et seq.*;

7
8 j. Whether Defendants' conduct is a fraudulent business practice within the
9 meaning of Business and Professions Code section 17200, *et seq.*;

10 k. Whether Defendants' conduct is an unlawful business practice within the
11 meaning of Business and Professions Code section 17200, *et seq.*;

12
13 l. Whether Plaintiff and the Class are entitled to injunctive relief; and

14 m. Whether Defendants were unjustly enriched as a result of the unlawful
15 conduct alleged in this Complaint;

16
17 n. Whether Plaintiff and Class Members suffered damages as a result of
18 Defendants' actions and the amount of those damages;

19
20 o. Whether Plaintiff and Class Members are entitled to attorneys' fees and costs.

21 63. **Superiority:** A class action is superior to all other available methods for the
22 fair and efficient adjudication of the asserted claims under Federal Rule of Civil
23 Procedure 23(b)(3) because the expense and burden of individual litigation make it
24 economically infeasible for Class Members to seek redress outside a class action.
25 Even if Class Members could afford individual litigation, the burden on the courts
26 would be substantial. Individualized litigation would risk varying or contradictory
27
28

1 judgments and magnify delay and expense through repeated trials of the same factual
2 issues. By contrast, maintaining this action as a class action with respect to some or
3 all issues presents fewer management difficulties, conserves party and judicial
4 resources, and protects each Class Member's rights. Plaintiff anticipates no difficulty
5 managing this action as a class action. Class-wide relief is essential to compel
6 compliance with applicable consumer protection laws, and separate actions could
7 subject Defendants to inconsistent obligations.
8
9

10 **CAUSES OF ACTION**

11 **COUNT I**

12 **Violation of California's Consumers Legal Remedies Act** 13 **California Civil Code § 1750, et seq.** 14 **(By Plaintiff, individually, and on behalf of the California Class)**

15 64. Plaintiff realleges and incorporates by reference Paragraphs 1 through 58 as
16 if fully set forth herein.

17 65. Plaintiff brings this claim on his own behalf and on behalf of the California
18 Subclass against Defendants.
19

20 66. Plaintiff and Class Members are "consumers" within the meaning of
21 California Civil Code § 1761(d). By purchasing Defendant's Products, Plaintiff and
22 members of the California Class engaged in "transactions" within the meaning of
23 California Civil Code §§ 1761(e) and 1770.
24

25 67. Defendant, Plaintiff and the Class are "persons" within the meaning of
26 California Civil Code § 1761(c).
27
28

1 68. The Products are “goods” within the meaning of California Civil Code §
2 1761(a).

3 69. The CLRA prohibits “unfair methods of competition and unfair or deceptive
4 acts or practices....undertaken by any person in a transaction intended to result or
5 that results in the sale or lease of goods or services to any consumer[.]” Cal. Civ.
6 Code § 1770.
7

8 70. Defendants engaged in unfair or deceptive acts or practices when, in the
9 course of its business, it, among other acts and practices, intentionally and
10 knowingly made material misrepresentations regarding the sugar content of the
11 Product, as detailed herein.
12

13 71. Specifically, by representing the Products contained 1 or 2 grams of sugar per
14 bar, when in fact they contained 7 to 13 grams of added allulose (sugar), Defendant
15 engaged in one or more of the following unfair or deceptive business practices as
16 defined in California Civil Code § 1770(a):
17

- 18 • Representing that the Products have characteristics, uses, benefits, and
19 qualities that they do not have.
20
- 21 •Representing that the Products are of a particular standard, quality and grade
22 when they are not.
23
- 24 •Advertising the Products with the intent not to sell them as advertised.
25

26 Cal. Civ. Code §§ 1770(a)(5), (7), and (9).
27

1 72. Defendants' unfair or deceptive acts or practices had a tendency or capacity
2 to mislead and create a false impression in consumers, and were likely to and did in
3 fact deceive reasonable consumers, including Plaintiff and Class Members, about
4 the true quality and true value of the Products.
5

6 73. Defendants' wrongful business practices constituted, and still constitute, a
7 continuing course of conduct in violation of the CLRA.
8

9 74. Plaintiff and the Class suffered injury in fact and actual damages resulting
10 from Defendant's material misrepresentations.
11

12 75. Plaintiff and the Class suffered economic injury as a direct and proximate
13 result of Defendant's violations because: (a) they would not have purchased the
14 Products on the same terms if they had known that the Products were falsely labeled
15 as alleged herein; (b) they paid a price premium compared to products without the
16 misrepresentation alleged herein; and (c) the Products did not have the
17 characteristics, ingredients, uses, benefits or qualities as promised.
18

19 76. Defendants' violations present a continuing risk to Plaintiff and the Class, as
20 well as to the general public, and therefore affect the public interest.
21

22 77. At all relevant times, Defendants have known or reasonably should have
23 known that the marketing and advertising of their Products as having only one or
24 two grams of sugar are misleading and untrue representations, and that Plaintiff and
25 other members of the California Class would reasonably and justifiably rely on these
26 representations when purchasing the Products. Nonetheless, Defendants deceptively
27
28

1 advertise the Products as such in order to deceive consumers into believing they do
2 not contain more than one or two grams of sugar per bar.

3 78. Plaintiff and members of the California Class have justifiably relied on
4 Defendants' misleading representations when purchasing the Products. Moreover,
5 based on the materiality of Defendants' misleading and deceptive conduct, reliance
6 may be presumed or inferred for Plaintiff and members of California Class.
7

8 79. Concurrent with the filing of this Complaint, Plaintiff's counsel, acting on
9 behalf of Plaintiff and all members of the Class, will notify Defendants in writing of
10 the particular violations of the CLRA described herein and demand Defendants
11 rectify the actions described above by providing complete monetary relief, agreeing
12 to be bound by its legal obligations and to give notice to all affected customers of its
13 intent to do so. If more than 30 days have elapsed without adequate corrective relief,
14 Plaintiff will amend his complaint to seek damages under the CLRA; otherwise,
15 Plaintiff seeks injunctive relief only under this claim.
16
17
18

19 **COUNT II**

20 **Violation of California's False Advertising Law**
21 **California Business & Professions Code § 17500, et seq**
22 **(By Plaintiff, individually, and on behalf of the California Class)**

23 80. Plaintiff realleges and incorporates by reference the preceding paragraphs as
24 if fully set forth herein.
25
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1 81. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed California Class against Defendants pursuant to California’s False
3 Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*

4
5 82. The FAL makes it “unlawful for any person to make or disseminate or cause
6 to be made or disseminated before the public . . . in any advertising device . . . or in
7 any other manner or means whatever, including over the Internet, any statement,
8 concerning . . . personal property or services professional or otherwise, or
9 performance or disposition thereof, which is untrue or misleading and which is
10 known, or which by the exercise of reasonable care should be known, to be untrue
11 or misleading.” Cal. Bus. & Prof. Code § 17500.
12
13

14 83. Defendants have violated the FAL by disseminating uniform, misleading
15 representations on the Products’ front labels, packaging, and off-label advertising
16 that the Products contain only one or two grams of sugar per bar. Under the
17 reasonable consumer test, these claims are likely to deceive members of the public
18 into believing that the Products do not contain more than the one or two grams of
19 sugar advertised.
20
21

22 84. Defendants’ front-label, off-label, and branding representations, including
23 the prominent “1g Sugar” or “2g Sugar” statements, are likely to deceive reasonable
24 consumers into believing the Products are a low sugar option.
25

26 85. These challenged representations are unambiguously deceptive. The allulose
27 content is referenced under the nutrition panel on the back of the packaging.
28

Furthermore, no clarifying or explanatory language informs consumers that allulose is, in fact, sugar added in significant quantity—seven to thirteen *additional* grams per bar—to the product(s) they are purchasing.

86. Defendants knew, or by the exercise of reasonable care should have known, that these representations were untrue and misleading because Defendants formulated, marketed, labeled, and sold the Products with a significant amount of allulose while simultaneously representing that the Products contain only one or two grams of sugar.

87. Plaintiff and the California Class have standing to bring this claim because they lost money or property as a result of Defendants' FAL violations. Specifically, they relied on Defendants' false advertising and paid a premium price for Products they believed contained only one or two grams of sugar and that they otherwise would not have purchased, or would have purchased only at a lower price, had they known the truth.

88. Defendants have represented and continue to represent to the public, including Plaintiff and members of the proposed California Class, through their deceptive marketing and advertising, that the Products are of a particular standard and do not contain more than one or two grams of sugar, when that is not true. Because Defendants have disseminated misleading information regarding the Products, and Defendants know, knew, or should have known through the exercise

1 of reasonable care that the representations were and continue to be misleading,
2 Defendants have violated the FAL.

3 89. As a direct result of Defendants' false advertising, Defendants have obtained,
4 and continue to obtain, unlawful profits at the expense of Plaintiff and the California
5 Class. Plaintiff therefore requests that the Court: (a) enjoin Defendants from
6 continuing these deceptive practices; (b) order the restitution of all money
7 fraudulently obtained; and (c) order the disgorgement of profits earned through these
8 transactions.
9

10
11 90. Plaintiff seeks restitution if monetary damages are not available. Indeed,
12 restitution under the FAL can be awarded in situations where the entitlement to
13 damages may prove difficult. But even if damages were available, such relief would
14 not be adequate to address the injury suffered by Plaintiff and other Class Members.
15 Unlike damages, the Court's discretion in fashioning equitable relief is very broad.
16 Thus, restitution would allow recovery even when normal consideration associated
17 with damages would not.
18
19
20

21 **COUNT III**

22 **Violation of California's Unfair Competition Law ("UCL"),**
23 **California Business & Professions Code § 17200, et seq.**
(By Plaintiff, individually, and on behalf of the California Class)

24 91. Plaintiff realleges and incorporates by reference the preceding paragraphs as
25 if fully set forth herein.
26
27
28

1 92. Plaintiff brings this claim individually and on behalf of the members of the
2 proposed California Class against Defendants pursuant to California Business &
3 Professions Code § 17200, *et seq.* who purchased the Products within the applicable
4 statute of limitations.
5

6 35. The UCL, Cal. Bus. & Prof. Code § 17200, provides, in pertinent part, that
7 “unfair competition shall mean and include unlawful, unfair or fraudulent business
8 practices and unfair, deceptive, untrue or misleading advertising[.]”
9

10 36. Under the UCL, a business act or practice is “unlawful” if it violates any
11 established state or federal law. Defendants’ false and misleading advertising of the
12 Products was and continues to be “unlawful” because it violates the CLRA, the FAL,
13 and Federal and California Labeling requirements as described herein. As a result of
14 Defendants’ unlawful business acts and practices, Defendants have unlawfully
15 obtained money from Plaintiff and members of the proposed California Class.
16
17

18 37. Defendants’ conduct was and continues to be of no benefit to purchasers of
19 the Products, as it is misleading, unfair, unlawful, and injurious to consumers who
20 rely on marketing and advertising. Therefore, Defendants’ conduct was and
21 continues to be “unfair.” As a result of Defendants’ unfair business acts and practices,
22 Defendants have and continue to unfairly obtain money from Plaintiff and members
23 of the proposed California Class.
24
25

26 38. Under the UCL, a business act or practice is “fraudulent” if it actually
27 deceives or is likely to deceive members of the consuming public.
28

1 39. Defendants' conduct here was and continues to be fraudulent because the
2 Products' Low Sugar Claims have the effect of deceiving consumers into believing
3 the Products contain only one or two grams of sugar. Defendants knew each bar
4 contains seven to thirteen grams of added allulose (sugar), and that the Products'
5 sugar content is considerably higher than advertised and would not qualify as a low
6 sugar product. The misrepresentation is material to a reasonable consumer.
7 Defendants misled Plaintiff and members of the California Class by failing to
8 disclose allulose as part of the Products' sugar content; thus, Defendants' conduct
9 was "fraudulent." As a result of Defendants' fraudulent business acts and practices,
10 Defendants have and continue to fraudulently obtain money from Plaintiff and
11 members of the California Class.
12

13 40. Plaintiff and Class Members who purchased Defendants' Products suffered
14 an injury by virtue of buying Products in which Defendants misrepresented the
15 Products' true quality. Had Plaintiff and Class Members known that Defendants
16 misrepresented material information regarding the Product's sugar content, they
17 would not have purchased the Product(s), or would have paid less for them.
18

19 41. There is no benefit to consumers or competition by allowing Defendants to
20 deceptively label, market, and advertise its Product(s).
21

22 42. The harm suffered by Plaintiff and Class Members who purchased
23 Defendant's Products outweighs any legitimate justification, motive, or reason for
24 packaging, marketing, advertising, and labeling the Products in a deceptive and
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misleading manner. These are practices and uniform courses of conduct that offend an established public policy or that are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

43. The acts of Defendants in disseminating said misleading and deceptive statements to consumers throughout the state of California, including to Plaintiff and Class Members, were and are likely to deceive reasonable consumers by obfuscating the true nature of Defendants' Products and, thus, were violations of California Business and Professions Code §§ 17500, *et seq.*

44. Plaintiff requests that the Court cause Defendants to restore this unlawfully, unfairly, and fraudulently obtained money to him and members of the proposed California Class, to disgorge the profits Defendants made on these transactions, and to enjoin Defendants from violating the UCL or violating it in the same fashion in the future as discussed herein. Otherwise, Plaintiff and members of the proposed California Class may be irreparably harmed and/or denied an effective and complete remedy.

COUNT VI
Unjust Enrichment
(By Plaintiff, individually, and on behalf of the Nationwide Class)

45. Plaintiff realleges and incorporates by reference the preceding paragraphs as if fully set forth herein.

46. Plaintiff brings this claim individually and on behalf of the members of the Nationwide Class against Defendants.

1 47. Defendants' false and misleading representations of one or two grams of sugar
2 per bar cause Plaintiff and Class Members to pay a price premium for the Products.

3 48. Defendants' retention of the non-gratuitous benefits conferred on them by
4 Plaintiff and Class Members is unjust and inequitable; Defendants have been
5 unjustly enriched in an amount to be determined at trial.
6

7 49. Defendants thereby received a direct and unjust benefit at the expense of
8 Plaintiff and Class Members.
9

10 50. Plaintiff and Class Members seek the return of that unjust benefit.

11 **PRAYER FOR RELIEF**

12
13 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class,
14 respectfully prays for the following relief:

15 A. Certification of this case as a class action;

16
17 B. A declaration that Defendants' actions, as described herein, violate the
18 claims described herein;

19 C. An award to Plaintiff and the proposed Class of restitution and/or other
20 equitable relief, including, without limitation, restitutionary disgorgement
21 of all profits and unjust enrichment that Defendants obtained from Plaintiff
22 and the proposed Class as a result of its unlawful, unfair and fraudulent
23 business practices described herein;
24

25
26 D. Injunctive Relief
27
28

1 E. An award of all economic, monetary, actual, and compensatory damages
2 caused by Defendants' conduct;

3 F. An award to Plaintiff and his counsel of reasonable expenses and attorneys'
4 fees;

5 G. An award to Plaintiff and the proposed Class of pre and post-judgment
6 interest, to the extent allowable; and
7

8 H. For such further relief that the Court may deem just and proper.
9

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff demands a trial by jury on all issues so triable.
12

13 Dated: September 22, 2026

Respectfully Submitted,

14 **The Wright Law Office, P.A.**

15 s/Nisha Wright
16 (SBN: 202564)
17 600 West Broadway
18 Suite 700
19 San Diego, CA 92101
20 nisha@wrightlawoffice.com
21 Telephone: (619) 393-3677

22 **Manfred, APC**
23 Manfred Muecke (SBN: 222893)
24 4225 Executive Square
25 Suite 600-6051
26 La Jolla, CA 92101-3370
27 mmuecke@manfredapc.com
28 Phone: 619-550-4005
Fax: 619-550-4006

Attorneys for Plaintiff

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Elijah Greer

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Nisha Wright The Wright Law Office, P.A.
600 West Broadway, Suite 700 San Diego, CA 92101
Telephone: (619) 393-3677

DEFENDANTS

The Simply Good Foods Company
Quest Nutrition, LLC andCounty of Residence of First Listed Defendant Denver County
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'26CV5448 WQHDDL

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

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

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

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability		INTELLECTUAL PROPERTY RIGHTS	☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander		☐ 820 Copyrights	☐ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability		☐ 830 Patent	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 340 Marine		☐ 835 Patent - Abbreviated New Drug Application	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability		☐ 840 Trademark	☐ 460 Deportation
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	LABOR	☐ 880 Defend Trade Secrets Act of 2016	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 710 Fair Labor Standards Act	SOCIAL SECURITY	☐ 480 Consumer Credit (15 USC 1681 or 1692)
☐ 190 Other Contract	☐ 360 Other Personal Injury	☐ 720 Labor/Management Relations	☐ 861 HIA (1395ff)	☐ 485 Telephone Consumer Protection Act
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice	☐ 740 Railway Labor Act	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 196 Franchise		☐ 751 Family and Medical Leave Act	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/Exchange
REAL PROPERTY	CIVIL RIGHTS	☐ 790 Other Labor Litigation	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
☐ 210 Land Condemnation	☐ 440 Other Civil Rights	☐ 791 Employee Retirement Income Security Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
☐ 220 Foreclosure	☐ 441 Voting		FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	IMMIGRATION	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 240 Torts to Land	☐ 443 Housing/Accommodations	☐ 462 Naturalization Application	☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 465 Other Immigration Actions		☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other			☐ 950 Constitutionality of State Statutes
	☐ 448 Education			
	PRISONER PETITIONS			
	Habeas Corpus:			
	☐ 463 Alien Detainee			
	☐ 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			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2)(A)Brief description of cause:
False Advertising

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$
\$5,000,0001.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

Sep 22, 2026

SIGNATURE OF ATTORNEY OF RECORD

Nisha Wright

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____