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**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

ADAM JACOBS, <i>individually and on</i>	)	No. _____
<i>behalf of all those similarly situated,</i>	)	
	)	CLASS ACTION COMPLAINT
<i>Plaintiff,</i>	)	
	)	JURY TRIAL DEMANDED
<i>v.</i>	)	
	)	
SARAYA USA, INC. dba Lakanto, <i>a Utah</i>	)	
<i>corporation,</i>	)	
	)	
<i>Defendant.</i>	)	
	)	

Adam Jacobs (“Plaintiff”), individually and on behalf of all others similarly situated in the state of California, by and through undersigned counsel, hereby brings this action against Saraya USA, Inc. dba Lakanto (“Lakanto” or “Defendant”), alleging that its Lakanto Simple Syrup products (“the Products”),¹ which are manufactured, packaged, labeled, advertised, distributed, and sold by Defendant, are misbranded and falsely advertised because the Products contain sugar in the form of allulose while claiming to contain “0g Total Sugar” and to have

¹The “Products” include, in all sizes and package configurations, Lakanto Simple Syrup (also sold as “Simple Flavoring Syrup”) in all of its flavors, including Original, Vanilla, Caramel, Mango, Raspberry, Peppermint, and Gingerbread. The Products further include any other Lakanto-branded product that is sweetened with allulose and labeled “0g Total Sugar,” “0g Sugar,” “Sugar Free,” “No Sugar Added,” or the like, and Plaintiff reserves the right to amend this list as discovery reveals additional such products.

1 “No Sugar Added,” and upon information and belief and investigation of counsel alleges as
2 follows:

3 **PARTIES**

4 1. Plaintiff Adam Jacobs is and at all times relevant was a citizen of the state of
5 California, domiciled in Los Gatos, California.

6 2. Defendant Saraya USA, Inc. is a Utah corporation with its principal place of
7 business in Orem, Utah. Defendant markets and sells the Products under its “Lakanto” brand
8 and trade name. On information and belief, all decisions regarding formulation and labeling of
9 the Products are made at this principal place of business.

10 **JURISDICTION AND VENUE**

11 3. This Court has subject matter jurisdiction over this action pursuant to the Class
12 Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the
13 United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original
14 jurisdiction of the federal district courts over “any civil action in which the matter in controversy
15 exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class
16 action in which . . . any member of a class of plaintiffs is a citizen of a State different from any
17 defendant.” 28 U.S.C. § 1332(d)(2)(A).

18 4. Plaintiff seeks to represent Class members who are citizens of states different from
19 the Defendant.

20 5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate,
21 exclusive of interest and costs.

22 6. In addition, “the number of members of all proposed plaintiff classes in the
23 aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

24 7. In the alternative, the Court has jurisdiction over this matter pursuant to 28 U.S.C.
25 § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

26 8. This Court has personal jurisdiction over Defendant because this action arises out
27 of and relates to Defendant’s contacts with this forum.

1 9. Those contacts include but are not limited to sales of the Products directly to
2 commercial and individual consumers located in this district; knowingly directing advertising
3 and marketing materials concerning the Products into this district through wires and mails, both
4 directly and through electronic and print publications that are directed to commercial and
5 individual consumers in this district; and operating an e-commerce web site that offers the
6 Products for sale to commercial and individual consumers in this district, as well as offering the
7 Products for sale through third-party e-commerce websites, through both of which commercial
8 and individual consumers residing in this district have purchased the Products.

9 10. Defendant knowingly directs electronic activity and ships the Products into this
10 district with the intent to engage in business interactions for profit, and it has in fact engaged in
11 such interactions, including the sale of the Products to Plaintiff.

12 11. Defendant also sells the Products to retailers and wholesalers in this district for
13 the purpose of making the Products available for purchase by individual consumers in this
14 district.

15 12. Plaintiff's losses and those of other Class members were sustained in this district.

16 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of
17 the events or omissions giving rise to Plaintiff's claims occurred within this district.

18 14. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court
19 maintains personal jurisdiction over Defendant.

20 15. Pursuant to Civil Local Rule 3-2(c) and (e), this action is properly assigned to the
21 San Jose Division because a substantial part of the events or omissions giving rise to Plaintiff's
22 claims occurred in Santa Clara County, where Plaintiff resides and where he purchased and
23 received the Products.

FACTUAL ALLEGATIONS

16. Millions of Americans are switching to non-sugar sweeteners for health and dietary reasons. For example, a 2024 International Food Information Council survey found that about three-quarters of Americans are trying to limit or avoid added sugars.²

17. Plaintiff Adam Jacobs is one such consumer. On or about June 22, 2026, he purchased two bottles of the Original flavor of Lakanto Simple Syrup (25.4 fl. oz.) through Amazon.com, at a price of \$13.49 per bottle. The bottles were sold by Defendant itself, which offers the Products on Amazon.com under the seller name “Saraya USA (Lakanto),” and were shipped to and received by Plaintiff at his home in Los Gatos, California. The Products are also sold through Defendant’s own website, lakanto.com, and through national retailers such as Target, Walmart, Kroger, Sprouts, Wegmans, and Whole Foods.

² “American Perceptions Of Sweeteners In Foods & Beverages” (November 2024), *available at* <https://ific.org/wp-content/uploads/2025/04/IFIC-Nov-Spotlight-Survey-Sweeteners.pdf>.

18. On their front label, all of the Products claim to contain “0g Total Sugar” and bear a “No Sugar Added” seal, as shown in these examples (which are also shown on the Product’s Amazon.com store front, the contents of which are controlled by Saraya):



19. Further, all of the Products report zero grams of “Total Sugars” and zero grams of “Added Sugars” in the Nutrition Facts panel on their back label, while listing allulose as the second ingredient by weight—immediately after water—as shown here:

Nutrition Facts	
About 25 servings per container	
Serving size	2 tbsp (30mL)
Amount per serving	
Calories	10
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 6g	2%
Dietary Fiber 0g	0%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 0mg	0%
Iron 0mg	0%
Potassium 0mg	0%

*The % Daily Value 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: Purified Water, Allulose**, Glycerin, Monk Fruit Extract, Potassium Sorbate [To Preserve Freshness], Cellulose Gum, Natural Flavors, Citric Acid.

Low-Calorie.

**Adds a negligible amount of sugar. 4g of total carbohydrate from allulose.

 SOURCED WITH DOMESTIC & INTERNATIONAL INGREDIENTS

DISTRIBUTED BY SARAYA USA, INC.
Orem, UT 84057
Made in U.S.A Sourced with Domestic & International Ingredients.

20. Defendant's own label concedes that allulose is a sugar. In an asterisked footnote to the ingredient list, the Products' labels state that allulose "Adds a Negligible Amount of Sugar." But the governing regulations contain no "negligible" exception. As stated further below, they permit a "no sugar" claim only where a food contains less than 0.5 grams of sugars per serving, and permit a "no sugar added" claim only where no sugar is added during processing at all. The Products satisfy neither condition.

21. The representations that the Products contain "0g Total Sugar" and have "No Sugar Added" are false. The Products are sweetened principally with allulose, which is a sugar. On information and belief, the Products contain four grams of allulose per two-tablespoon (30 mL) serving, an amount per serving sufficient to preclude any labeling claim that the Products contain "0g Total Sugar" or that no sugar has been added to them.

A. The Products' "0g Total Sugar" and "No Sugar Added" Claims are False.

22. Allulose is a naturally occurring sugar—specifically, a monosaccharide—that is found in foods such as figs, raisins, maple syrup, and brown sugar. Allulose has only approximately 70% of the sweetness of common table sugar (sucrose). It therefore cannot be

1 used in commercial preparations in smaller quantities, unlike more high-intensity sweeteners
2 such as sucralose, aspartame, and acesulfame potassium. Allulose must instead be used in larger
3 quantities as a bulk sweetener, usually several grams per serving. That is why allulose is the
4 second-largest ingredient in the Products, by weight, after water.

5 23. Under federal law (incorporated as state law through California’s Sherman Law,
6 *see* Cal. Health & Safety Code § 110100(a)), “Total Sugars” and “Added Sugars” are among
7 the nutrients that must be declared in a food’s nutrition labeling (*see* 21 U.S.C. § 343(q)(1)(D);
8 21 C.F.R. § 101.9(c)(6)(ii), (iii)), and for which nutrient content claims may therefore be made
9 only in accordance with U.S. Food & Drug Administration regulations (*see* 21 U.S.C. §
10 343(r)(1)(A), (2)(A)(i); 21 C.F.R. § 101.13(b)).

11 24. FDA defines “Total Sugars” for these purposes as “the sum of all free mono- and
12 disaccharides.” 21 C.F.R. § 101.9(c)(6)(ii) (nutrition labeling); *see also id.* § 101.60(c)(1)(i)
13 (same definition for nutrient content claims). A food that contains more than half a gram per
14 serving of “Total Sugars” thus must not only disclose the grams of sugar in the food in the
15 Nutrition Facts panel, but also may not be labeled with claims “represent[ing] that [it] contains
16 no sugars.” *Id.* § 101.60(c)(1)(i).

17 25. As a monosaccharide, allulose falls squarely within the FDA’s regulatory
18 definition of sugar. *See* 21 C.F.R. § 101.9(c)(6)(ii) (nutrition labeling); *see also id.* §
19 101.60(c)(1)(i) (incorporating same definition for nutrient content claims). Therefore, a food
20 such as the Products that contains more than half a gram of allulose per serving cannot truthfully
21 be labeled “sugar free,” “zero sugar,” “0g Total Sugar,” or the like.

22 26. The same regulations govern Defendant’s “No Sugar Added” claim. FDA permits
23 the terms “no added sugar,” “without added sugars,” or “no sugar added” to be used on a food
24 only if, among other conditions, “[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any
25 other ingredient that contains sugars that functionally substitute for added sugars is added during
26 processing or packaging.” 21 C.F.R. § 101.60(c)(2)(i). Allulose is a sugar as defined in §
27 101.9(c)(6)(ii), and Defendant adds it to the Products during processing for the express purpose
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1 of sweetening them. The Products’ “No Sugar Added” claim is therefore false for the same
2 reason the “0g Total Sugar” claim is false.

3 27. In a recent amicus brief, FDA reaffirmed its longstanding position that “allulose
4 is a ‘sugar’ as that term is defined in 21 C.F.R. § 101.9(c)(6)(ii).” Amicus Br. of the United
5 States, *Franco v. Chobani, LLC*, 2026 WL 1894806, at *7 (7th Cir. June 29, 2026).

6 28. Defendant cannot rely on FDA’s October 2020 guidance regarding the declaration
7 of allulose on Nutrition and Supplement Facts labels. That guidance announced only that FDA
8 would exercise enforcement discretion as to the declaration of allulose in the “Total Sugars” and
9 “Added Sugars” lines of the Nutrition Facts panel “pending future rulemaking regarding
10 amending the definition of ‘Total Sugars.’” It did not amend the definition, and FDA has
11 confirmed that it “took as a given that the present definition includes allulose.” FDA has further
12 confirmed that the guidance does not reach front-of-package claims: “The agency made no such
13 statement with respect to nutrient content claims (including claims that a product contains no
14 sugars).” *Id.*

15 29. FDA has taken the same position since at least 2016, when it stated that allulose,
16 “as a monosaccharide, must be included in the declaration of [Total Sugars] pending any future
17 rulemaking that would otherwise exclude [it].” 81 Fed. Reg. 33742, 33795-96 (May 27, 2016).

18 30. The Seventh Circuit recently endorsed the FDA’s reading, finding that “food
19 products cannot be labeled sugar free unless they have less than half a gram of sugar, and sugars
20 include every monosaccharide, including allulose.” *Franco v. Chobani, LLC*, 184 F.4th 599,
21 606 (7th Cir. 2026). The Court thus reversed an order dismissing a case against a food
22 manufacturer whose yogurts contained several grams of allulose per serving but represented
23 themselves as containing “0g Sugar.” The Seventh Circuit also rejected reliance on FDA’s
24 October 2020 allulose guidance, explaining that the guidance “isn’t an interpretation of §
25 101.9(c)(6)(ii)—it’s an announcement of a change in enforcement policy.” *Id.*

26 31. The Seventh Circuit also found that claims under state consumer protection law
27 premised on such misrepresentations were not preempted. *Id.*

1 32. The Products contain allulose in amounts sufficient to preclude being truthfully
2 labeled “0g Total Sugar” or “No Sugar Added.”

3 33. Labels are the chief means by which food product manufacturers convey critical
4 information to consumers, and consumers have been conditioned to rely on the accuracy of the
5 claims made on these labels.

6 34. Consumers including Plaintiff especially rely on label claims made by food
7 product manufacturers such as Defendant, as they cannot confirm or disprove those claims
8 simply by viewing or even consuming the Products.

9 35. Further, federal law and corresponding state law and regulations both reflect and
10 create reasonable consumer expectations concerning the contents of foods and beverages. That
11 is, consumers have been conditioned to rely on the accuracy of the claims concerning whether
12 a food contains zero grams of sugar or has had sugar added to it, and plan their consumption
13 around those claims.

14 36. Plaintiff reviewed the front label and Nutrition Facts panel of the Products he
15 bought prior to his purchase, and reviewed the statements regarding sugar made there.
16 Consumers such as Plaintiff who viewed the Products’ labels reasonably understood the
17 Products to contain 0 grams of sugar and to have had no sugar added to them. These
18 representations were false.

19 37. Consumers including Plaintiff reasonably relied on these label statements such
20 that they would not have purchased the Products from Defendant if the truth about the Products
21 was known, or would have only been willing to pay a substantially reduced price for the Products
22 had they known that Defendant’s representations were false and misleading.

23 38. In the alternative, because of its deceptive and false labeling statements,
24 Defendant was enabled to charge a premium for the Products relative to key competitors’
25 products, or relative to the average price charged in the marketplace.
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1 39. Plaintiff suffered economic injury by Defendant's fraudulent and deceptive
2 conduct as stated herein, and there is a causal nexus between Defendant's deceptive conduct and
3 Plaintiff's injuries.

4 40. Every flavor of the Products not only features the same deceptive representations
5 ("0g Total Sugar" and "No Sugar Added") and reports zero grams of "Total Sugars" and "Added
6 Sugars," but is also packaged in a similar fashion (*i.e.*, in the same bottle, using similar fonts,
7 graphical elements, and packaging design); is sold at the same per-unit price; and is sweetened
8 with the same ingredient, allulose, in amounts far exceeding 0.5 grams per serving. The "0g
9 Total Sugar" and "No Sugar Added" claims are therefore false as to every flavor of the Products
10 for the identical reason, and the resolution of Plaintiff's claims will be the same for each.

11 41. Because of the substantial similarities of ingredient, product, price, appearance,
12 and deceptive claim as between each flavor of the Products, Plaintiff has standing to pursue, and
13 is a typical and adequate representative of the Class with respect to, claims concerning every
14 flavor of the Products despite not having purchased each of them.

15 **B. Plaintiff Lacks an Adequate Remedy at Law.**

16 42. A legal remedy is not adequate if it is not as certain as an equitable remedy. To
17 obtain a full refund as damages, Plaintiff must show that the Products he received have
18 essentially no market value. In contrast, Plaintiff can seek restitution without making this
19 showing. This is because Plaintiff purchased a Product that he would not otherwise have
20 purchased, but for Defendant's misrepresentations. Obtaining a full refund at law is less certain
21 than obtaining a refund in equity.

22 43. Also, winning damages under the CLRA requires additional showings not
23 required under equitable causes of action, including that Plaintiff has given adequate pre-suit
24 notice under the CLRA. For example, the CLRA prohibits only particular categories of
25 deceptive conduct. By contrast, equitable causes of action such as unjust enrichment, the UCL,
26 and the FAL broadly prohibit "unfair" conduct.

1 44. By the same token, Plaintiff's common law claims require additional showings,
2 compared to their equitable claims. For example, to prevail on his breach of warranty claim,
3 Plaintiff needs to show that the statements he challenges constitute a warranty and that the
4 warranty was part of the basis of the bargain. No such showings are required under the UCL and
5 FAL. And unjust enrichment exists in part because contractual claims are often more difficult
6 to establish. In this way, Plaintiff's UCL, FAL, and unjust enrichment claims are more certain
7 than his legal claims.

8 45. Finally, the remedies at law available to Plaintiff are not equally prompt or
9 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will
10 take longer, and be more expensive, than a bench trial.

11 **CLASS ACTION ALLEGATIONS**

12 46. Plaintiff brings this action individually and as representative of all those similarly
13 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the state
14 of California who purchased the Products within four years prior to the filing of the original
15 Complaint in this action.

16 47. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
17 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
18 this matter and the members of their immediate families and judicial staff.

19 48. Plaintiff reserves the right to alter the Class definition, and to amend this
20 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable
21 law.

22 49. Certification of Plaintiff's claims for class-wide treatment is appropriate because
23 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
24 individual Class members would use to prove those elements in individual actions alleging the
25 same claims.
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1 50. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all
2 Class members is impracticable. Plaintiff believes and avers there are thousands of Class
3 members geographically dispersed throughout the state of California.

4 51. **Existence and Predominance of Common Questions of Law and Fact – Rule**
5 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
6 predominate over any questions that affect only individual Class members. Common legal and
7 factual questions and issues include but are not limited to:

- 8 a. Whether the marketing, advertising, packaging, labeling, and other promotional
9 materials for Defendant’s Products is misleading and deceptive;
10 b. Whether a reasonable consumer would understand Defendant’s “0g Total Sugar”
11 and “No Sugar Added” claims to indicate that the Products contain no sugar, and
12 reasonably relied upon those representations;
13 c. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class
14 members;
15 d. Whether Defendant breached an express warranty;
16 e. the proper amount of damages;
17 f. the proper scope of injunctive relief; and
18 g. the proper amount of attorneys’ fees.

19 52. Defendant engaged in a common course of conduct in contravention of the laws
20 Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations
21 of law, business practices, and injuries are involved. Individual questions, if any, pale by
22 comparison, in both quality and quantity, to the numerous common questions that predominate
23 this action. The common questions will yield common answers that will substantially advance
24 the resolution of the case.

25 53. In short, these common questions of fact and law predominate over questions that
26 affect only individual Class members.
27
28

1 54. **Typicality – Rule 23(a)(3):** Plaintiff’s claims are typical of the claims of the Class
2 members because they are based on the same underlying facts, events, and circumstances
3 relating to Defendant’s conduct.

4 55. Specifically, all Class members, including Plaintiff, were harmed in the same way
5 due to Defendant’s uniform misconduct described herein; all Class members suffered similar
6 economic injury due to Defendant’s misrepresentations; and Plaintiff seeks the same relief as
7 the Class members.

8 56. There are no defenses available to Defendant that are unique to the named
9 Plaintiff.

10 57. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate
11 representative of the Class because Plaintiff’s interests do not conflict with the Class members’
12 interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress
13 against Defendant.

14 58. Furthermore, Plaintiff has selected competent counsel who are experienced in
15 class action and other complex litigation. Plaintiff and Plaintiff’s counsel are committed to
16 prosecuting this action vigorously on behalf of the Class and have the resources to do so.

17 59. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
18 available means for the fair and efficient adjudication of this controversy for at least the
19 following reasons:

- 20 a. the damages individual Class members suffered are small compared to the burden
21 and expense of individual prosecution of the complex and extensive litigation
22 needed to address Defendant’s conduct such that it would be virtually impossible
23 for the Class members individually to redress the wrongs done to them. In fact,
24 they would have little incentive to do so given the amount of damage each member
25 has suffered when weighed against the costs and burdens of litigation;

- b. the class procedure presents fewer management difficulties than individual litigation and provides the benefits of single adjudication, economies of scale, and supervision by a single Court;
- c. the prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct for Defendant; and
- d. the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would be dispositive of the interests of other Class members or would substantively impair or impede their ability to protect their interests.

60. Unless the Class is certified, Defendant will retain monies received as a result of its unlawful and deceptive conduct alleged herein.

61. Unless a class-wide injunction is issued, Defendant will likely continue to advertise, market, promote, and sell its Products in an unlawful and misleading manner, as described throughout this Complaint, and members of the Class will continue to be misled, harmed, and denied their rights under the law. Plaintiff faces an imminent threat of harm because he will not be able to rely on the Products' labels in the future, and will not be able to buy the Products, even if Defendant claims to have amended its labels and other statements to remove the deceptive statements described herein. To buy the Products again, Plaintiff needs the Court to enter an order forbidding Defendant from selling its Products unless it has fixed its labels to make them accurate. With that Court order in hand, Plaintiff could and would buy the Products again.

62. Furthermore, Plaintiff has not merely alleged an "informational" injury, but has also alleged that Defendant has been enabled to charge a price premium for the Products. Plaintiff has therefore alleged that compliance with federal and state regulations regarding the accurate reporting of sugar content in the Products would cause a decrease in the price of the Products at which Plaintiff and members of the Class would be willing to buy the Products. As

1 a result, Plaintiff has alleged more than simply an interest in Defendant telling the truth on its
2 labels, but an economic injury that further supports prospective injunctive relief.

3 63. **Ascertainability.** To the extent ascertainability is required, the Class members are
4 readily ascertainable from Defendant's records and/or its agents' records of retail and online
5 sales, as well as through public notice.

6 64. Defendant has acted on grounds applicable to the Class as a whole, thereby
7 making appropriate final injunctive and declaratory relief concerning the Class as a whole.

8
9 **COUNT 1**
10 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT,**
11 **CAL. CIV. CODE § 1750 *et seq.***

12 65. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
13 extent necessary, pleads this cause of action in the alternative.

14 66. Plaintiff is a "consumer" within the meaning of the Consumers Legal Remedies
15 Act ("CLRA"), Cal. Civ. Code § 1761(d).

16 67. The sale of Defendant's Products to Plaintiff and Class members was a
17 "transaction" within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

18 68. The Products purchased by Plaintiff and Class members are "goods" within the
19 meaning of the CLRA, Cal. Civ. Code § 1761(a).

20 69. As alleged herein, Defendant's business practices are a violation of the CLRA
21 because Defendant made affirmative misrepresentations and/or deceptively failed to reveal facts
22 relating to the sugar content of the Products.

23 70. Defendant's affirmative misrepresentations and/or ongoing failure to provide
24 material facts about its Products on its labels violates Cal. Civ. Code § 1770(a) in at least these
25 respects:

- 26 a. Defendant's acts and practices constitute misrepresentations that its Products have
27 characteristics, benefits, or uses which they do not have;
- 28 b. Defendant misrepresented that its Products are of a particular standard, quality,
and/or grade, when they are of another;

- c. Defendant's acts and practices constitute the advertisement of goods, without the intent to sell them as advertised;
- d. Defendant's acts and practices fail to represent that transactions involving its Products involve actions that are prohibited by law, particularly the use of misleading nutritional labeling; and
- e. Defendant's acts and practices constitute representations that its Products have been supplied in accordance with previous representations when they were not.

71. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed, entitling them to injunctive relief.

72. Plaintiff will, concurrent with the filing of this Complaint, notify Defendant in writing of the particular violations of the CLRA described herein and demand Defendant rectify the actions described above by providing complete monetary relief, agreeing to be bound by its legal obligations and to give notice to all affected customers of its intent to do so.

73. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin publication of misleading and deceptive nutritional labels on Defendant's Products and to recover reasonable attorneys' fees and costs.

COUNT 2 UNJUST ENRICHMENT

74. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative in the event that Plaintiff has an inadequate remedy at law.

75. Under California law, a claim for unjust enrichment "describe[s] the theory underlying a claim that a defendant has been unjustly conferred a benefit 'through mistake, fraud, coercion, or request.'" *Astiana v. Hain Celestial Grp., Inc.*, 783 F.3d 753, 762 (9th Cir. 2015) (quoting 55 Cal. Jur. 3d *Restitution* § 2). Thus, when a plaintiff alleges unjust enrichment, the Court should "construe the cause of action as a quasi-contract claim seeking restitution." *Rutherford Holdings, LLC v. Plaza Del Rey*, 223 Cal.App.4th 221, 231 (2014). Courts in

1 California have allowed unjust enrichment and CLRA claims to proceed in the alternative. *See*
 2 *Scheibe v. Livwell Prods., LLC*, No. 23-cv-216, 2023 WL 4414580, at *8 (S.D. Cal. 2023).

3 76. Defendant, through its marketing and labeling of the Products, misrepresented and
 4 deceived consumers by misrepresenting that the Products contained “0g Total Sugar” and had
 5 “No Sugar Added.”

6 77. Defendant did so for the purpose of enriching itself and it in fact enriched itself
 7 by doing so.

8 78. Consumers conferred a benefit on Defendant by purchasing the Products,
 9 including an effective premium above their true value. Defendant appreciated, accepted, and
 10 retained the benefit to the detriment of consumers.

11 79. Defendant continues to possess monies paid by consumers to which Defendant is
 12 not entitled.

13 80. Under the circumstances it would be inequitable for Defendant to retain the benefit
 14 conferred upon it and Defendant’s retention of the benefit violates fundamental principles of
 15 justice, equity, and good conscience.

16 81. Plaintiff seeks disgorgement of Defendant’s ill-gotten gains and restitution of
 17 Defendant’s wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed
 18 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
 19 Defendant’s unjust enrichment.

20 82. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
 21 a result of Defendant’s actions as set forth above.

22 **COUNT 3**
 23 **BREACH OF EXPRESS WARRANTY**
 24 **CAL. COMMERCIAL CODE § 2313**

25 83. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
 26 extent necessary, pleads this cause of action in the alternative.

27 84. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
 28 expressly warranted that the Products contained “0g Total Sugar” and had “No Sugar Added.”

1 85. Defendant’s express warranties, and its affirmations of fact and promises made to
 2 Plaintiff and the Class and regarding the Products, became part of the basis of the bargain
 3 between Defendant and Plaintiff and the Class, which creates an express warranty that the
 4 Products would conform to those affirmations of fact, representations, promises, and
 5 descriptions.

6 86. The Products do not conform to the express warranty that the Products contain
 7 zero grams of sugar and have had no sugar added to them.

8 87. As a direct and proximate cause of Defendant’s breach of express warranty,
 9 Plaintiff and Class members have been injured and harmed because: (a) they would not have
 10 purchased the Products on the same terms if they knew the truth about the Products’ “0g Total
 11 Sugar” and “No Sugar Added” claims; (b) they paid a price premium based on Defendant’s
 12 express warranties; and (c) the Products do not have the characteristics, uses, or benefits that
 13 were promised.

14
 15 **COUNT 4**
 16 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
BUS. & PROF. CODE § 17200 *et seq.* — “UNFAIR” CONDUCT

17 88. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
 18 extent necessary, pleads this cause of action in the alternative.

19 89. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
 20 a result of Defendant’s actions as set forth herein.

21 90. Defendant’s actions as alleged in this Complaint constitute “unfair” conduct
 22 within the meaning of California Business and Professions Code Section 17200, *et seq.*

23 91. Defendant’s business practices, as alleged herein, are “unfair” because it makes
 24 affirmative misrepresentations and/or fails to make required disclosures that would inform
 25 consumers regarding the sugar contained in the Products.

26 92. As a result of this “unfair” conduct, Plaintiff expended money and engaged in
 27 activities he would not otherwise have spent or conducted.

1 Products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
 2 oppressive, unscrupulous and/or substantially injurious to its customers.

3 102. Defendant publicly disseminated untrue or misleading representations regarding
 4 the sugar content of its Products, which it knew, or in the exercise of reasonable care should
 5 have known, were untrue or misleading.

6 103. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an
 7 order of this Court enjoining Defendant from continuing to engage in “fraudulent” business
 8 practices and any other act prohibited by law, including those acts set forth in this Complaint,
 9 and further seeks all other relief allowable under Business and Professions Code Section 17200,
 10 *et seq.*

11 **COUNT 6**
 12 **VIOLATION OF THE UNFAIR COMPETITION LAW,**
 13 **BUS. & PROF. CODE § 17200 *et seq.* — “UNLAWFUL” CONDUCT**

14 104. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
 15 extent necessary, pleads this cause of action in the alternative.

16 105. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
 17 a result of Defendant’s actions as set forth above.

18 106. Defendant’s actions as alleged in this Complaint constitute “unlawful” conduct
 19 within the meaning of California Business and Professions Code Section 17200, *et seq.*

20 107. Defendant’s business practices, as alleged herein, are “unlawful” because it
 21 violates the Sherman Food, Drug, and Cosmetic Law, including Cal. Health & Safety Code §§
 22 110100 (adopting federal labeling regulations), 110660 (false or misleading labeling), 110670
 23 (nutrient content claims not in compliance with 21 U.S.C. § 343(r)), and 110765 (misbranding),
 24 as well as the CLRA and FAL, in making affirmative misrepresentations regarding the sugar
 25 content of the Products.

26 108. As a result of this “unlawful” conduct, Plaintiff expended money and engaged in
 27 activities he would not otherwise have spent or conducted.

109. Defendant's business practices alleged herein constituted, and continue to constitute, a continuing course of unfair competition since it continues to market and sell its Products in a manner that offends public policy and/or in a fashion that is immoral, unethical, oppressive, unscrupulous and/or substantially injurious to its customers.

110. Defendant publicly disseminated untrue or misleading representations regarding the sugar content of its Products which it knew, or in the exercise of reasonable care should have known, were untrue or misleading.

111. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order of this Court enjoining Defendant from continuing to engage in “unlawful” business practices and any other act prohibited by law, including those acts set forth in this Complaint, and further seeks all other relief allowable under Business and Professions Code Section 17200, *et seq.*

COUNT 7
VIOLATION OF THE FALSE ADVERTISING LAW,
BUS. & PROF. CODE § 17500 *et seq.*

112. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.

113. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as a result of Defendant's actions as set forth above.

114. Defendant engaged in advertising and marketing to the public and offered the Products for sale on a nationwide basis, including in California.

115. Defendant engaged in the advertising and marketing alleged herein with the intent to directly or indirectly induce the sale of the Products to consumers.

116. Defendant's advertisements and marketing representations regarding the characteristics of the Products were false, misleading, and deceptive as set forth above.

117. At the time it made and disseminated the statements alleged herein, Defendant knew or should have known that the statements were untrue or misleading, and acted in violation of Business and Professions Code Section 17500, *et seq.*

118. Plaintiff seeks injunctive relief and all other relief allowable, including restitution and disgorgement under Business and Professions Code Section 17500, *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court grant the following relief against Defendant:

- a. Certifying the Class;
- b. Declaring that Defendant violated the CLRA, UCL, FAL, was unjustly enriched, and/or breached an express warranty;
- c. Awarding restitution or disgorgement in an amount to be proven at trial, as permitted by law;
- d. Awarding of injunctive relief as permitted by law, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;
- e. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
- f. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- g. Such other relief as the Court may deem just and proper.

TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

Respectfully submitted,

/s/ Charles C. Weller
Charles C. Weller (Cal. SBN: 207034)
Attorney for Plaintiff

October 12, 2026

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

ADAM JACOBS, individually and on behalf of all those similarly situated

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

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

Charles C. Weller, Charles C. Weller APC, 11412 Corley Ct., San Diego, CA 92126, 858-414-7465

DEFENDANTS

SARAYA USA, INC. dba Lakanto, a Utah corporation

County of Residence of First Listed Defendant Orem, UT
(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 (Place an "X" in 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 (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 ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☒ 195 Contract Product Liability ☐ 196 Franchise	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	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other 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 IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 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 (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 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 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. section 1332

Brief description of cause:
Consumer protection action for mislabeled food products

VII. 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

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

10/12/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Charles C. Weller

FOR OFFICE USE ONLY

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

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.
 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 statute.
- 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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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