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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

JESSICA SCHOENROCK, individually and on behalf of other similarly situated individuals, Plaintiff, v. DUNKIN' BRANDS, INC., and INSPIRE BRANDS, INC., Defendants.	Case No. CLASS ACTION COMPLAINT <u>DEMAND FOR JURY TRIAL</u>
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Jessica Schoenrock, a New York resident (“Plaintiff”), individually and on behalf of other similarly situated individuals, alleges the following Class Action Complaint against Defendants, Dunkin’ Brands, Inc., and Inspire Brands, Inc. (“Dunkin’,” “Inspire,” “Defendant” or “Defendants”), upon personal knowledge as to herself and her own acts and upon information and belief as to all other matters, based upon, inter alia, the investigation made by her attorneys – as to all other matters, as follows:

INTRODUCTION

1. This is a consumer protection action seeking redress for, and a stop to, Defendants’ unfair and deceptive practice of advertising and marketing of their line of zero-sugar energy drinks (the “Product” or “Products”)¹ that are sold with representations that the Products contain “zero-sugar” and/or “zero grams of sugar.”²

2. Defendants’ “zero-sugar” and “zero grams of sugar” representations are false, deceptive and misleading because the Products³ contain allulose, a sugar found in figs, raisins, maple syrup, and molasses, and, chemically, a monosaccharide, i.e., a simple sugar with the same molecular formula as fructose.⁴

¹ “Product” or “Products” means all variations of Dunkin’ Zero energy drinks, including Dunkin’ Zero Tropical Mango, Dunkin’ Zero Blackberry Tangerine, Dunkin’ Zero Juicy Peach, Dunkin’ Zero Glamberry, Dunkin’ Zero Sunzest, and Dunkin’ Zero Blushpop, that are advertised as containing “zero-sugar” and/or “zero grams of sugar” and include allulose as an ingredient. Discovery may demonstrate that additional Dunkin’ products are within the scope of this Complaint.

² See, **Exhibit A**, annexed hereto.

3. Not only is this false and misleading to reasonable consumers, but federal law also forbids this advertising. As a general matter, a company may not make a false or misleading statement on its labeling/advertising.⁵ More specifically, under 21 C.F.R. § 101.13(i)(3), a product may not be labeled with “a statement about the amount or percentage of a nutrient - for example 0g sugar - if the claim is “false or misleading in any respect .”

4. The “zero-sugar” and “zero grams of sugar” claims here are false and misleading. “Sugars” are defined as “the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose).”⁶ Allulose is a free monosaccharide and therefore a sugar. Claiming your Products contain “zero-sugar” and “zero grams of sugar” when they contain allulose is therefore false and misleading under the relevant regulations.

5. This is no longer an open question. In *Franco v. Chobani, LLC*, the Seventh Circuit held that allulose is a sugar under the governing federal regulation, that state-law claims enforcing these identical standards are not preempted, and that a “zero sugar” label on a product containing four grams of allulose per serving plausibly deceives reasonable consumers. The FDA itself, appearing as amicus at the court’s invitation, answered the question directly: “yes” - allulose is a “sugar” as that term is defined at 21 C.F.R. §101.9(c)(6)(ii).⁷

6. Defendants’ Products include allulose - a sugar - and therefore cannot claim to contain “zero-sugar” or “zero grams of sugar.” Defendants have deceived the public and has charged a premium for it. Consumers paid for “zero-sugar” and “zero grams of sugar” and received sugar. They were deprived of the benefit of their bargain: they would not have purchased the Products, or would have paid substantially less for them, had they known the truth. As such, Plaintiff and Class members have been financially injured.

7. As such, this is a straightforward case. Defendants have sold millions of energy drinks to unsuspecting consumers by telling them that they contain “zero-sugar” and “zero grams of sugar.” As it turns out, however, the Products contain quite a lot of sugar. Selling consumers a food product that is intentionally mislabeled and intended to deceive them violates a whole host of laws, including consumer fraud and false advertising laws that have been enacted by state legislatures across the country.

³ Due to Dunkin’s frequent menu changes, some Dunkin’ Zero beverages may not be currently offered for sale or advertised. However, to the extent Dunkin’ makes the representation challenged herein on those products as well, those products are similarly challenged.

⁴ Cleveland Clinic Health Essentials, *What Is Allulose?*, <https://health.clevelandclinic.org/what-is-allulose>; *see also* <https://www.lakanto.com/pages/all-about-allulose-sweetener/> (“Allulose is a type of sugar that resembles fructose, which is the sugar that occurs naturally in fruit.”); *A Clinical Study on the Effect of Allulose, a Low-Calorie Sugar, on in vivo Dental Plaque pH*, The Forsyth Inst., at p. 6 (“Allulose is a monosaccharide, or simple sugar, that naturally presents in small quantities in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown sugar”) (2018).

⁵ 21 U.S.C. § 343(a)(1).

⁶ 21 C.F.R. § 101.9(c)(6)(ii).

⁷ Brief for the United States as Amicus Curiae at 2, 24, *Franco v. Chobani, LLC*, No. 25-2087 (7th Cir. June 29, 2026).

8. There is no such thing as “sugar-free” allulose; it does not exist. To peddle this contradiction in terms, Defendants deceived the public through misleading advertising, statements and labels. This deception earned them many millions of dollars, while doing substantial damage to a broad class of consumers across the country.

9. Defendants’ conduct violated and continues to violate New York General Business Law §§ 349 and 350. Accordingly, Plaintiff brings this action against Defendants on behalf of herself and Class Members who purchased the Products during the applicable statute of limitations period (the “Class Period”).

JURISDICTION AND VENUE

10. This Court has original jurisdiction over the claims asserted herein individually and on behalf of the Class pursuant to 28 U.S.C. §1332, as amended in 2005 by the Class Action Fairness Act. Subject matter jurisdiction is proper because: (1) the amount in controversy in this class action exceeds \$5,000,000, exclusive of interest and costs; and (2) a substantial number of the members of the proposed class are citizens of a state different from that of the Defendants, each of whom are corporate entities having a principal place of business in Atlanta, Georgia, and Canton, Massachusetts

11. This Court has personal jurisdiction over Defendants because they regularly conducts business in this District and purposefully avails themselves of the laws of New York to market, promote, distribute, and sell the Products to consumers in New York and this District. Defendants engage in the wrongdoing alleged in this Complaint throughout the United States, including New York State. Defendants are authorized to do business in New York State, and Defendants have sufficient contacts with New York and/or otherwise has intentionally availed themselves of the markets in New York State, rendering the exercise of jurisdiction by the Court permissible under traditional notions of fair play and substantial justice. Moreover, Defendants engage in substantial and not isolated activity within New York State.

12. Venue is proper in this District under 28 U.S.C. § 1391(a). Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients of the Products, occurred within this District.

PARTIES

13. This is a nationwide consumer class action brought by Plaintiff on behalf of all individuals who purchased the Products for personal use and not for resale.

14. During the relevant period, Class Members in New York and throughout the United States purchased the Products through numerous brick-and-mortar retail locations. Plaintiff and Class Members suffered an injury in fact caused by the false, fraudulent, unfair, deceptive, and misleading practices set forth in this Complaint.

15. Plaintiff is a resident of Nassau County, New York. During the applicable statute of limitations period, Plaintiff purchased the Products on multiple occasions at a Dunkin' location in Manhasset, New York.

16. Plaintiff purchased Defendants' Products because she saw the labeling, advertising, and Dunkin's' menu board, which represented that the products contain "zero-sugar" and/or "zero grams of sugar." Had she known the truth—that the representations she relied upon in making her purchases were false, misleading, and deceptive—she would not have purchased the Products at a premium price.

17. Defendants' statements are false and misleading to a reasonable consumer because, as set forth more fully herein, the Products contain allulose, a simple sugar with the same molecular formula as fructose.

18. Plaintiff would purchase the Products again. Plaintiff enjoys the Products and continues to seek energy drinks that contain no sugar. Plaintiff would buy the Products in the future if she could trust that the "zero-sugar" and "zero grams of sugar" representations are accurate. But Plaintiff cannot rely on those representations. Plaintiff has no insight into Defendants' formulation practices, which can change at any time without notice. Absent an injunction, Plaintiff will either be misled again or be forced to forgo purchasing Products she would otherwise buy. Plaintiff therefore faces a real and imminent threat of continuing and future harm.

19. Defendant, Dunkin' Brands, Inc., is a Delaware corporation with its principal place of business in Canton, Massachusetts. Defendant, Dunkin', operates one of the United States' largest franchise chains, which sells donuts and various beverages including the Products challenged in this Complaint. Dunkin', through its agents, is responsible for the composition, preparation, advertising, marketing, and sale of the Products in New York and throughout the country.

20. Defendant, Inspire Brands, Inc., is a Delaware corporation with its principal place of business in Atlanta, Georgia. Defendant, Inspire, owns a "family of brands" including several of the most prominent restaurant chains in the United States. Inspire, through its agents, is responsible for the composition, preparation, advertising, marketing, and sale of the Products in New York.

SUBSTANTIVE ALLEGATIONS

Defendant Has Deceptively Marketed and Advertised The Products Across the Entirety of the United States

21. As set forth in more detail below, Defendants have engaged in a nationwide scheme to deceive consumers by selling them "zero-sugar" and "zero grams of sugar" energy drinks that are actually made by adding sugar as a sweetener.

22. This deception was carried out intentionally in a bid to enrich Dunkin' and its owners.

23. And it largely worked; consumers across the country have been deceived into purchasing the Products based on the reasonable belief that they contain “zero-sugar” and “zero grams of sugar.” These consumers reasonably relied on Defendants’ deceptive product advertisements and statements, and suffered damage because they were cheated out of the benefit of the bargain they believed they were making when purchasing the product.

24. This is all a complete deception. In fact, the Products are sweetened by adding allulose.

A. What is Allulose?

25. Allulose is a naturally occurring sugar that sweetens things like raisins, maple syrup and brown sugar.⁸

26. Chemically, allulose is a monosaccharide epimer of fructose.

27. Allulose and fructose are both sugar carbohydrates that differ in the position of a single carbon atom.

28. As a monosaccharide, it falls squarely within the Food and Drug Administration (“FDA”)’s codified definition of sugar.⁹

29. Consistent with that regulatory definition, the FDA for years required allulose to be included in labeling declarations for Total Sugars, and Added Sugars.¹⁰

30. The FDA is not the only organization that recognizes that allulose is a sugar. Tate & Lyle, the ingredient manufacturer responsible for the production of most commercial grade allulose,¹¹ has acknowledged in multiple FDA filings that “[a]llulose is a monosaccharide and is classified as a sugar.” *See*, 4.10.15 Tate & Lyle Petition¹²; *see also*, 8.13.18 Tate & Lyle Study¹³ (“Allulose is a monosaccharide, or simple sugar, that naturally

⁸ A Clinical Study on the Effect of Allulose, a Low-Calorie Sugar, on in vivo Dental Plaque pH, The Forsyth Inst., at p. 6 (“Allulose is a monosaccharide, or simple sugar, that naturally presents in small quantities in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown sugar”) (2018).

⁹ 21 C.F.R. 101.9(c)(6)(ii).

¹⁰ U.S. Food & Drug Ass’n, FDA Issues Draft Guidance Regarding the Declaration of Allulose on the Nutrition Facts Label, FDA.gov, Constituent Update, April 17, 2019.

¹¹ Tate & Lyle’s “Customer Innovation and Collaboration Centre” is in Hoffman Estates, outside Chicago, Illinois. This Illinois location is the “global headquarters of the Primary Products division” of Tate & Lyle, as well as its “North American headquarters for [its] Food & Beverage Solutions division.” <https://www.tateandlyle.com/contact-us>.

¹² Citizen Petition Submitted by Tate & Lyle Ingredients Americas LLC requesting that Allulose be Exempt From Being Included As a Carbohydrate, Sugar, or Added Sugar in the Nutrition Facts Label on Foods and Beverages, April 10, 2015, Docket Number FDA-2015-P-1201

¹³ 8.13.18 Tate & Lyle Study Pg. 6, <https://www.regulations.gov/document/FDA-2015-P-1201-0014>).

presents in small quantities in fruits like figs and raisins and a variety of sweet foods like caramel sauce, maple syrup and brown sugar.”)

31. Allulose is not merely a sugar as a matter of chemical classification; it is used as one. Because allulose has only approximately 70% of sucrose’s sweetness, it cannot do its job in the trace quantities typical of high-intensity sweeteners such as sucralose, aspartame, and acesulfame potassium, which are 200 to 20,000 times as sweet as sucrose. Allulose must instead be used in larger scale quantities as a bulk sweetener - which is precisely why manufacturers often add multiple grams of it to each serving.¹⁴

32. Allulose also behaves like sugar in food: its solubility, water activity, and viscosity are similar to fructose, and it is “widely regarded as a promising substitute for sucrose” - that is, a substitute for table sugar that is itself a sugar.¹⁵

34. Even the website “allulose.org” plainly states that “Allulose (also called D-psicose) is a low-calorie sugar.”¹⁶

35. Defendants’ Dunkin’ Zero energy drinks with allulose are really just beverages sweetened with sugar; their very name is a lie.

B. There Are Important Differences Between Consuming Allulose and Consuming “No Sugar”

36. Allulose has become popular with food manufacturers recently because some preliminary research suggests that it may metabolize in some people’s bodies differently than some other sugars.

37. However, there are important caveats and exceptions to this ongoing research.

38. For example, while some studies have concluded that allulose has less harmful effects on the blood glucose level of healthy people when ingested and metabolized, those studies have concluded that “dose difference of allulose may result in a different effect,” “the effect may differ by race as well as gender,” and “there might be a difference between a liquid form and a solid form” of allulose.¹⁷ Studies have concluded that further research is also

¹⁴ Maeng et al., *supra* note 2, at 2, 9-10; Youngji Han et al., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults*, 10 *Nutrients* art. 2010, at 1-2 (2018), <https://doi.org/10.3390/nu10122010>; Mengting Tao, Wenli Zhang & Wanhong Mu, *d-Allulose: A New Generation of Potential Bulk Sweeteners in the Food Industry*, 73 *J. Agric. & Food Chem.* 27,833 (2025).

¹⁵ Han et al., *supra* note 6, at 10 (“It is convenient for the food industry to use D-allulose, as its chemical properties are similar to those of fructose in terms of solubility, water activity, and viscosity.”); Wenli Zhang et al., *D-Allulose, a Versatile Rare Sugar: Recent Biotechnological Advances and Challenges*, 63 *Critical Revs. Food Sci. & Nutrition* 5661 (2023).

¹⁶ Calorie Control Council, *Frequently Asked Questions*, <https://allulose.org/allulose-info/low-caloriesugar/>.

¹⁷ Tani Yuma et al., *Allulose for the attenuation of postprandial blood glucose levels in healthy humans: A systematic review and meta-analysis*, 18 *PLoS One* 4, (2023) <https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0281150>

needed to “factor into effects [of] the timing of an intake and its ratio of allulose in a meal”¹⁸ and experts have concluded that “more research needs to be done.”¹⁹

39. Consumption of allulose can also have gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.²⁰

40. A large clinical trial conducted on 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.”²¹ Increasing the level of ingested allulose “resulted in incidences of severe nausea, abdominal pain, headache, anorexia, and diarrheal symptoms.”²²

Plaintiff’s Claims Are Not Subject To Preemption Or Abstention

41. Plaintiff is suing for violation of statutory state law because she was tricked into buying Products deceptively labeled/advertised as containing “zero-sugar” and “zero grams of sugar” that are actually made by adding sugar as a sweetener.

42. Plaintiff is not suing for any violation of FDA regulations.

43. However, the deceptive advertising also violates federal laws and regulations regarding food labeling and packaging, such that Plaintiff’s state law claims are not subject to any preemption.

44. Defendants’ “zero-sugar” and “zero grams of sugar” statements are false and misleading. Federal regulations require the amount of sugar to be measured by the definition of “sugars” in 21 C.F.R. § 101.9(c)(6)(ii), which defines “Total Sugars” as “the sum of all free mono-and disaccharides (such as glucose, fructose, lactose, and sucrose).”²³

¹⁸ Id.

¹⁹ Id.

²⁰ Memorandum from Center for Science in the Public Interest to Food and Drug Administration (June 17, 2019) <https://www.cspi.org/sites/default/files/attachment/allulose%20final%20from%20CSPI.pdf>.

²¹ 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. PMID: 30572580; PMCID: PMC6315886.

²² Id.

²³ See *id* § 101.13 (b) (a nutrient content claim characterizes a “nutrient of the type required to be in nutrition labeling under § 101.9); *id* § 101.13(o) (compliance with nutrient content claim requirements is “determined using the analytical methodology prescribed for determining compliance with nutrition labeling in § 101.9”).

45. Allulose is a sugar under that definition, and the FDA has said so from the start. When it adopted the definition in 1993, the FDA expressly rejected comments urging it to define “sugars” by “physiological characteristics” “rather than the number of saccharide units,”²⁴ and in its 2016 Nutrition Facts rulemaking it stated that allulose, “as a monosaccharide, must be included” in the Total Sugars declaration “pending any future rulemaking that would otherwise exclude” it.²⁵

46. Most recently, in *Franco v. Chobani, LLC* - a class action challenging “zero sugar” yogurt sweetened with allulose - the Seventh Circuit resolved the question. The court invited the FDA to address “whether allulose is a ‘sugar’ as that term is defined at 21 C.F.R. § 101.9(c)(6)(ii).” The FDA’s answer was “yes.”²⁶

47. The Seventh Circuit agreed, holding that the governing regulations are “plain” and that “sugars include every monosaccharide, including allulose.”²⁷ Because the consumers sought to hold the manufacturer liable under state law for violating identical standards, their claims were not preempted.²⁸

48. Measured that way, the amount of sugars in each Product is not zero grams. Each Product is sweetened with allulose, a sugar under 21 C.F.R. § 101.9(c)(6)(ii)). No disclaimer of any kind accompanies the statements. A “sugar free” claim on a product sweetened with sugar is false; at minimum, it is misleading, because it tells consumers the Products contain no sugar when they are, in fact sweetened with sugar. A food whose “labeling is false or misleading in any particular” is misbranded, independent of any other provision.²⁹

Reasonable Consumers Are Deceived - and Cannot Discover the Truth

49. The Representations communicate one thing to reasonable consumers: the Products contain no sugar. That is the plain and ordinary meaning of “zero-sugar.” A reasonable interpretation of an advertisement stating that a product has “zero-sugar” is that the product actually has zero grams of sugar.

50. “Zero-Sugar” is an absolute, objective, quantitative claim about a measurable physical attribute of the Products. It is a statement of fact - not puffery, not opinion, and not ambiguous.

51. Inspecting the ingredient list or other information presented by Defendants would not alert consumers to the truth, because Defendants nowhere disclose that allulose is a sugar. Moreover, allulose is not a common

²⁴ 58 Fed. Reg. 2,079, 2,098, 2,177 (Jan. 6, 1993).

²⁵ 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).

²⁶ Brief for the United States as Amicus Curiae at 2, 24, *Franco v. Chobani, LLC*, No. 25-2087 (7th Cir. June 29, 2026).

²⁷ *Franco v. Chobani, LLC*, - F.4th - 2026 WL 2150193, at *5 (7th Cir. July 27, 2026).

²⁸ *Id.*

²⁹ 21 U.S.C. § 343(a)(1).

household name; in a 2021 marketing survey, only 15% of respondents had even heard of allulose - let alone knew that it was a sugar.³⁰

52. The practical consequence of Defendants' labeling choices is that a consumer standing in the store - reading the menu board and even Defendants' website or social media advertisements - encounters nothing, anywhere, revealing that the Products contain sugar. The deception cannot be discovered at the point of sale.

The "Zero-Sugar" and "Zero Grams of Sugar" Representations Are Material – Consumers Seek Out, and Pay More for, Products Without Sugar

53. The presence and amount of sugar in a food or beverage is material to reasonable consumers: it is information a reasonable person would attach importance to in deciding whether, and at what price, to purchase the Products.

54. Consumer demand for products without sugar is overwhelming and well documented. A 2022 nationwide survey found that 73% of Americans ages 18 to 80 reported trying to limit or avoid sugars in their diet.³¹

55. That demand accords with uniform public-health guidance. The World Health Organization recommends limiting free sugars to less than 10 percent of total daily energy intake - and states that limiting them to 5 percent or less would provide additional health benefits. The American Heart Association recommends limiting added sugars to no more than 6 percent of daily calories.³²

56. Consumption of allulose can also have gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.³³ 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." Increasing the level of ingested allulose "resulted in incidences of severe nausea, abdominal pain, headache, anorexia, and diarrheal symptoms."³⁴

³⁰ International Food Information Council, Perceptions and Use of Dietary Sweeteners (May 2021), <https://foodinsight.org/wp-content/uploads/2021/05/IFIC-Sweeteners-Survey-May-2021.pdf>.

³¹ International Food Information Council, 2022 Food & Health Survey 57 (May 18, 2022), <https://ific.org/wp-content/uploads/2022/06/IFIC-2022-Food-and-Health-Survey-Report-May2022.pdf>.

³² World Health Organization, Healthy Diet, <https://www.who.int/news-room/fact-sheets/detail/healthy-diet>; American Heart Association, Added Sugars, <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars>.

³³ 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>.

³⁴ Han Y, Choi BR, Kim SY, Kim SB, Kim YH, Kwon EY & Choi MS, *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults: A Non-Randomized Controlled Trial*, 10 Nutrients 2010 (2018), <https://doi.org/10.3390/nu10122010>.

57. A consumer deciding whether to consume a product sweetened with allulose is therefore deciding something that has direct health effects on their body. The Representations denied consumers that choice.

58. Manufacturers are acutely aware of this demand and of the premium consumers will pay to satisfy it. Products labeled “zero sugar” and “no sugar” command higher prices than comparable products without those claims, and manufacturers reserve the front principal display panel for the claims they believe will most motivate a purchase. Trading on consumers’ well-known desire for sugar-free products is a deliberate marketing strategy designed to capitalize on healthy-eating trends.

CLASS ALLEGATIONS

59. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.

60. Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself and all others similarly situated individuals within the United States (the “Class” or the “Nationwide Class”), defined as follows:

All persons in the United States who purchased the Products during the applicable limitations period (the “Class Period”). Excluded from the Class are Defendants’ officers and directors; members of the immediate families of Defendants’ officers and directors; Defendants’ legal representatives, heirs, successors, or assigns; and any entity in which they have or have had a controlling interest.

61. Additionally, Plaintiff brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of herself and all others similarly situated New York Citizens (the “New York Subclass”), defined as follows:

All New York residents who purchased the Products in New York during the Class Period. Excluded from the Class are Defendants’ officers and directors; members of the immediate families of Defendants’ officers and directors; Defendants’ legal representatives, heirs, successors, or assigns; and any entity in which they have or have had a controlling interest.

62. Upon information and belief, the scope of the Class and Subclass definitions, including temporal scope, may be further refined after discovery of Defendants’ and/or third party records.

63. The Class and the New York Subclass will be referred to collectively throughout the Complaint as the “Class.”

64. All members of the Class were and are similarly affected by the deceptive advertising of the Defendants, and the relief sought herein is for the benefit of Plaintiff and members of the Class.

65. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

66. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** At this time, Plaintiff does not know the exact number of the Class and Subclass members. Based on the annual sales and popularity of the Products, it is readily apparent that the number of consumers in the Class is so large as to make joinder impracticable, if not impossible. Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

67. **Commonality and Predominance -Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class that predominate over questions that may affect individual Class members include:

- (a) whether Defendants misrepresented and/or failed to disclose material facts concerning the falsely labeled Products;
- (b) whether allulose is a sugar;
- (c) whether Defendants' conduct was unfair, misleading and/or deceptive; and
- (d) whether, as a result of Defendants' misconduct as alleged herein, Plaintiff and the Class suffered an ascertainable loss; and
- (e) Whether Defendants were unjustly enriched at the expense of the Plaintiff and Class Members.

68. With respect to the New York Subclass, additional questions of law and fact common to the members that predominate over questions that may affect individual members include:

- (a) whether, in violation of § 349 of the New York General Business Law ("GBL"), Defendants engaged in deceptive acts or practices; and
- (b) whether, in violation of GBL § 350, Defendants engaged in false advertising.

69. Defendants engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiff, on behalf of herself, and the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

70. Plaintiff's claims are typical of the claims of the Nationwide Class. Plaintiff is a member of a well-defined class of similarly situated persons and the members of the Nationwide Class were similarly affected by Defendants' conduct and are owed the same relief, as alleged in this Complaint. Members of the Nationwide Class are

ascertainable from Plaintiff's description of the class, Defendants' records, and records of third parties accessible through discovery.

71. Plaintiff's claims are typical of the claims of the New York Subclass. Plaintiff is a member of a well-defined class of similarly situated persons and the members of the New York Subclass were similarly affected by Defendants' conduct and are owed the same relief, as alleged in this Complaint. Members of the New York Subclass are ascertainable from Plaintiff's description of the class, Defendants' records, and records of third parties accessible through discovery.

72. **Adequacy of Representation - Federal Rule of Civil Procedure 23(a)(4).** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of the Class members she seeks to represent, and she has retained counsel competent and experienced in both consumer protection and class action litigation. Plaintiff and her counsel will fairly and adequately protect the interests of the members of the Class. Undersigned counsel has represented consumers in a variety of actions where they have sought to protect consumers from fraudulent and deceptive practices.

73. **Insufficiency of Separate Actions - Federal Rule of Civil Procedure 23(b)(1).** Absent a representative class action, members of the Class would continue to suffer the harm described herein, for which they would have no remedy. Even if separate actions could be brought by individual consumers, the resulting multiplicity of lawsuits would cause undue burden and expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive of the interests of similarly situated purchasers, substantially impeding their ability to protect their interests, while establishing incompatible standards of conduct for Defendant. The proposed Class thus satisfies the requirements of Fed. R. Civ. P. 23(b)(1).

74. **Predominance and Superiority of Class Action.** The prerequisites to maintaining a class action pursuant to Federal Rule of Civil Procedure 23(b)(3) are met because questions of law and fact common to each Class member predominates over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

75. Individual joinder of the Class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class members. Each Class member has been damaged and is entitled to recovery as a result of the violations alleged herein.

76. Moreover, because the damages suffered by individual members of the Class may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual Class members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

77. Defendants' conduct is generally applicable to the Class and the New York Subclass as a whole and

Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class and the New York Subclass as a whole. As such, Defendants' systematic policies and practices make declaratory relief with respect to the Class and the New York Subclass as a whole appropriate.

78. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

CAUSES OF ACTION

COUNT I

Violation of New York General Business Law § 349 (On Behalf of the New York Sub-Class)

79. Plaintiff incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

80. New York General Business Law Section 349 ("GBL § 349") declares unlawful "[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state . . ."

81. The conduct of Defendant alleged herein constitutes recurring, "unlawful" deceptive acts and practices in violation of GBL § 349, and as suchs, Plaintiff and the New York Subclass Members seek monetary damages, compensatory damages, injunctive relief, restitution and disgorgement of all moneys obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

82. There is no adequate remedy at law.

83. Defendants misleadingly, inaccurately, and deceptively presented its Products to consumers.

84. Defendants' improper consumer-oriented conduct—including labeling and advertising the Products as containing no sugar, when in fact the Products are sweetened with allulose, a sugar—is misleading in a material way in that it, *inter alia*, induced Plaintiff and the New York Subclass Members to purchase and pay a premium for Defendants' Products and to use the Products when they otherwise would not have. Defendants made their untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

85. Plaintiff and the New York Subclass Members have been injured inasmuch as they paid a premium for Products that were—contrary to Defendants' representations—not free from sugar. Accordingly, Plaintiff and the New York Subclass Members received less than what they bargained and/or paid for.

86. Defendants' advertising, including online advertising, and the Products' packaging and labeling induced the Plaintiff and the New York Subclass Members to buy Defendants' Products and to pay a premium price for them.

87. Defendants' deceptive and misleading practices constitute a deceptive act and practice in the conduct of business in violation of New York General Business Law §349(a) and Plaintiff and the New York Sub-Class Members have been damaged thereby.

88. As a result of Defendants' recurring, unlawful deceptive acts and practices, Plaintiff and the New York Sub-Class Members are entitled to monetary, compensatory, injunctive relief, restitution and disgorgement of all moneys obtained by means of Defendants' unlawful conduct, interest, and attorneys' fees and costs.

THEREFORE, Plaintiff prays for relief as set forth below.

COUNT II

Violation of the New York General Business Law § 350 (On Behalf of the New York Sub-Class)

89. Plaintiff incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

90. The acts of Defendants, as described above, and each of them, constitute unlawful, deceptive and fraudulent business acts and practices.

91. New York General Business Law § 350 provides: "False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

92. GBL § 350-a defines "false advertising," in relevant part, as "advertising, including labeling, of a commodity . . . if such advertising is misleading in a material respect."

93. Plaintiff and the members of the New York Subclass are consumers who purchased the Products in New York.

94. As sellers of goods to the consuming public, Defendants are engaged in the conduct of business, trade, or commerce within the intended ambit of GBL § 350.

95. Defendants' representations made by statement, word, design, device, sound, or any combination thereof, and also the extent to which Defendants' advertising fails to reveal material facts with respect to the Products, as described above, constitute false advertising in violation of the New York General Business Law.

96. Defendants' false advertising was knowing and intentional.

97. Defendants' actions led to direct, foreseeable and proximate injury to Plaintiff and the New York Subclass.

98. As a consequence of Defendants' deceptive marketing scheme, Plaintiff and the other members of the New York Subclass suffered an ascertainable loss, insofar as they would not have purchased the Products had the truth been known, or would have purchased the Products on different terms, or would otherwise purchase a competing product, and as a result of Defendants' conduct, they received products of less value than what they paid for.

99. By reason of the foregoing, Defendants are liable to Plaintiff and the other members of the New York Subclass for actual damages, injunctive relief, attorneys' fees, and the costs of this suit.

COUNT III

Fraudulent Concealment (On Behalf of the Class)

100. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.

101. Defendants concealed and failed to disclose the material fact the Products contained sugar and that the products did not, in fact, contain "zero-sugar" and/or "zero grams of sugar"

102. Defendants had knowledge that the Products contained sugar and that the Products were not sugar free.

103. Defendants had a duty to disclose that the Products contained sugar and that the Products did not, in fact, contain "zero-sugar" and/or "zero grams of sugar."

104. Defendants had superior knowledge or means of knowledge available to them and knew that Plaintiff and the Class would rely upon the representations and omissions of Defendant regarding the quality of its Products. Consumers lack the meaningful ability to test or independently ascertain or verify whether a product contains sugar, especially at the point of sale.

105. Defendants' concealment was material and intentional because people are concerned with what is in the food or drinks that they are putting into their bodies. Consumers such as Plaintiff and the Class Members are influenced by the ingredients listed, as well as any warnings (or lack thereof) on the products they buy. Defendants know that if they had not omitted that the Products contained sugar, then Plaintiff and the Class would not have paid a premium for the Products (or purchased them at all) and Defendants wanted to increase sales/profits.

106. Defendants' concealment misled Plaintiff and the Class as to the true nature of what they were purchasing and consuming.

107. Defendant fraudulently concealed that the Products contained sugar and that its Products were not sugar-free. Consequently, Plaintiff and the other members of the Class have suffered injury and are entitled to damages in an amount to be proven at trial.

COUNT IV

Intentional Misrepresentation (On Behalf of the Class)

108. Plaintiff incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

109. As alleged herein, Defendants made representations of material fact to Plaintiff and Class members concerning the sugar content of the Products, specifically the “zero-sugar” and/or “zero grams of sugar” representations.

110. These representations were false and misleading. Defendants knew these representations were false and misleading when made, or made them with reckless disregard for their truth, because Defendants formulated the Products, selected allulose as a sweetening ingredient, and knew that allulose is a monosaccharide.

111. Defendants also actively concealed the material fact that allulose is a sugar, and affirmatively told consumers the opposite - assuring them that the Products contain “zero-sugar” and/or “zero grams of sugar.”

112. Defendants made these false representations and concealed material facts with the intent to defraud and induce Plaintiff and Class members to purchase the Products.

113. Plaintiff and Class members reasonably relied on Defendants’ false representations and concealment when purchasing the Products.

114. As a direct and proximate result of Defendants’ intentional misrepresentations and fraudulent concealment, Plaintiff and Class members suffered damages, including economic losses from purchasing the Products under false pretenses regarding their sugar content. Defendants’ conduct was malicious, oppressive, or fraudulent, warranting an award of damages, including punitive damages.

COUNT V

Unjust Enrichment (On Behalf of the Class)

115. Plaintiff brings this claim individually and on behalf of members of the Class as an alternative to her Express Warranty Claim.

116. Plaintiff and the Class conferred a benefit on Defendants by purchasing the Products.

117. As set forth above, Defendants engaged in fraudulent conduct that misrepresented the Products as being free from sugar.

118. As a result of Defendants' deceptive, fraudulent, and misleading labeling, advertising, marketing, and sales of its Products, Defendants were enriched, at the expense of Plaintiff and the Class members, through the payment of the purchase price for Defendants' Products.

119. Under the circumstances, it would be against equity and good conscience to permit Defendants to retain the ill-gotten benefits that they received from Plaintiff and the Class members in light of the fact that the Products purchased by Plaintiff and the Class members were not what Defendants purported them to be. Thus, it would be unjust or inequitable for Defendants to retain the benefit without restitution to Plaintiff and the Class members for the monies paid to Defendants for the Products.

120. By reason of the foregoing, Plaintiff and Class members are entitled to their actual damages in an amount to be determined at trial, with interest thereon, and disgorgement of all amounts by which Defendants have been unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment on behalf of herself, the Nationwide Class and the New York Subclass, providing such relief as follows:

- A. An order certifying the proposed Nationwide Class and the New York Subclass; appointing Plaintiff as representative of the Nationwide Class; appointing Plaintiff as representative of the New York Subclass; and appointing Plaintiff's undersigned counsel as Class counsel for the Class and Subclass;
- B. A declaration that Defendants are financially responsible for notifying Class and Subclass members of the pendency of this suit;
- C. An order requiring proper, complete, and accurate labeling of the Products;
- D. An order declaring that Defendants' conduct violates the statutes and common law referenced herein;
- E. An order finding in favor of the Plaintiff, the Class, and the New York Subclass on all counts asserted herein;
- F. An order awarding compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;
- G. An order disgorging all amounts by which Defendants have been unjustly enriched;
- H. An order awarding pre-judgment and post-judgment interest on all amounts awarded;

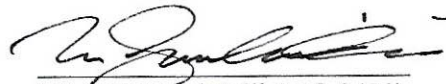
- I. An order of restitution and all other forms of equitable monetary relief;
- J. Declaratory and injunctive relief as pleaded or as the Court may deem proper;
- K. An order awarding Plaintiff, the Class, and New York Subclass their reasonable attorneys' fees and expenses and costs of suit; and
- L. An order awarding such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury. Plaintiff also respectfully requests leave to amend this Complaint to conform to the evidence, if such amendment is needed for trial.

DATED: September 29, 2026

GABRIELLI LEVITT LLP



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Facsimile: (718) 708-5966

Counsel for Plaintiff and the Proposed Class

EXHIBIT A

DUNKIN' Zero

ZERO SUGAR ENERGY

20 CALORIES
IN A MEDIUM

8 VITAMINS

145MG CAFFEINE
IN A MEDIUM



**BLACKBERRY TANGERINE • JUICY PEACH • TROPICAL MANGO
GLAMBERRY • SUNZEST • BLUSHPOP**

iMark

⚡ **ZERO SUGAR.** ⚡

ZERO CRASH. ALL ENERGY.

Meet the **NEW Dunkin'** Zero Sugar Energy lineup.



Zero Sugar **Maximum Flavor.** Real Energy

🍷 Blackberry Tangerine

🥭 Tropical Mango

🍑 Juicy Peach

💖 Glamberry

☀️ Sunzest

🌸 Blushpop



8



1

Clean boost. **Big flavor.** No excuses.

Mark



News Releases (/News) > What's New (/News?C=25283) > March 04, 2026

DUNKIN'® INTRODUCES DUNKIN' ZERO, A ZERO-SUGAR ENERGY DRINK MADE FOR EVERYDAY MOMENTUM

New Dunkin' Zero debuts alongside craveable banana-inspired sips, an all-new Berry Acai Refresher and the return of the \$6 Meal Deal

BOSTON (March 4, 2026) – Dunkin' is bringing a new kind of energy to the menu. Starting today, the brand introduces **Dunkin' Zero**, a zero-sugar energy drink made for the in-between moments of the day, when coffee has done its job but the day is far from over.

Available in six bold, fruit-forward flavors, Dunkin' Zero delivers 20 calories in a medium and zero grams of sugar. It's a crisp, lightly carbonated sip made for moments when guests want to reset and keep moving. For many, Dunkin' is how the morning starts. Dunkin' Zero picks it up from there, keeping the day going between meetings, on the go, in the carpool line – and into whatever comes next.

Meet Dunkin' Zero: Six Flavors. Zero Sugar. All-Day Energy.

Dunkin' Zero brings bright, fruit-forward flavor that keeps every sip light and delicious. It's available in six varieties:

- **Blackberry Tangerine**
- **Tropical Mango**
- **Juicy Peach**
- **Glamberry** (Blackberry Tangerine + Juicy Peach)
- **Sunzest** (Tropical Mango + Juicy Peach)
- **Blushpop** (Blackberry Tangerine + Tropical Mango)



Whether it's after the morning rush or in the middle of a packed afternoon, Dunkin' Zero is a simple reset that helps carry the day forward without missing a beat. To celebrate the launch, Dunkin' Rewards® members can enjoy **\$3 Medium Dunkin' Zero drinks after 1 p.m. from March 4–18.***

"Dunkin' has always been part of how people start their day, and with Dunkin' Zero, we're expanding how we fuel it," said Jill Nelson, chief marketing officer at Dunkin'. "It's zero sugar energy that delivers bold flavor without compromise and fits seamlessly into the rhythm of everyday life."

Go Bananas This Spring

Banana is the flavor of the season at Dunkin', and there's a sip for everyone. The brand is introducing new **Banana Syrup** and velvety smooth **Banana Cold Foam**, bringing rich, ripe banana flavor and a hint of nostalgic sweetness to bold espresso drinks, iced coffee, matcha and Refreshers.

The lineup includes:

- **Banana Puddin' Cloud Latte:** Espresso with whole milk and banana flavor, finished with Banana Cold Foam.
- **Banana Daydream Refresher:** Strawberry Dragonfruit, Mango Pineapple or Berry Acai Refresher blended with oatmilk and topped with Banana Cold Foam.
- **Bananarama Matcha:** Matcha latte made with whole milk, matcha and banana flavor.



[Blog Post \(/Blog\)](#) > [Food + Beverages \(/Blog?C=24623\)](#) > March 11, 2026

KEEP YOUR DAY MOVING WITH DUNKIN'® ZERO

Your morning coffee powered you through the early shift. But the rest of your day? It's not slowing down anytime soon.

That's where **Dunkin' Zero** (<https://news.dunkindonuts.com/news/spring-2026>) comes in – a **zero-sugar** energy drink made for those in-between moments when you need a reset to keep you moving. Lightly carbonated and bursting with bold, fruit-forward flavor, Dunkin' Zero delivers 20 calories in a medium and **zero** grams of sugar, making it an easy addition to your daily routine.



Dunkin' Zero is available in six varieties, designed to keep you energized through whatever the day brings.

- **Tropical Mango** delivers a juicy, sun-soaked flavor with a lively finish that feels like a getaway in a cup.
- **Blackberry Tangerine** pairs ripe berry notes with bright citrus zest for a dynamic boost that carries you through a packed afternoon.
- **Juicy Peach** offers a smooth, subtly sweet peach flavor for when you want a lighter sip that still helps you recharge without hitting pause.
- **Glamberry** layers juicy berry with soft peach sweetness for a smooth, juicy sip.
- **Sunzest** blends tropical flavor with a peach finish that tastes like golden hour.
- **Blushpop** fuses bold blackberry with vibrant mango for a lively, fruit-packed fusion.

To make your afternoon reset even easier, **Dunkin' Rewards members can enjoy \$3 Medium Dunkin' Zero drinks after 1 p.m. through March 18*.**



Whether you're heading from the office to after-school pickup, squeezing in a workout, or simply looking for something lighter and delicious to keep you going, Dunkin' Zero delivers zero-sugar energy that fits seamlessly into your everyday flow.

However you sip it, Dunkin' Zero is here to help you keep the day moving no matter the flavor.

Stay up-to-date on all things Dunkin' by following on social media (Instagram (<https://www.instagram.com/dunkin>), X (https://x.com/dunkindonuts?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor), TikTok (<https://www.tiktok.com/@dunkin>), YouTube (<https://www.youtube.com/user/dunkindonuts>)) and subscribe to the Dunkin' blog to receive notifications at news.dunkindonuts.com/blog (<https://news.dunkindonuts.com/>).

**Offer valid 3/4/26–3/18/26. Valid at participating U.S. Dunkin' stores by Dunkin' Rewards members who order ahead in the Dunkin' App, scan their Dunkin' Rewards ID at checkout or pay with an enrolled Dunkin' card after 1 PM. Cannot be combined with any other offer, promotion or coupon. Additional terms and exclusions may apply.*

Tags: DUNKIN' ZERO (/BLOG?T=DUNKIN'+ZERO) DUNKIN' ZERO SUGAR ENERGY (/BLOG?T=DUNKIN'+ZERO+SUGAR+ENERGY) SPRING MENU (/BLOG?T=SPRING+MENU) TROPICAL MANGO (/BLOG?T=TROPICAL+MANGO)

PAGE ONE OF TWO PLEASE CONTINUE TO PAGE TWO

PART A - CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration ☐

I, Michael J. Gabrielli, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- ☒ monetary damages sought are in excess of \$150,000.00 exclusive of interest and costs,
- ☒ the complaint seeks injunctive relief, or
- ☐ the matter is otherwise ineligible for the following reason:

PART B - DISCLOSURE STATEMENT - FEDERAL RULES OF CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks. Add an additional page if needed.

PART C - RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 3 in Section VIII on the front of this form. Rule 3(a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 3(a) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case involves identical legal issues, or the same parties." Rule 3 further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (b), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

PART D - NEW YORK EASTERN DISTRICT DIVISION OF BUSINESS RULE 1(d)(3)

If you answer "Yes" to any of the questions below, this case will be designated as a Central Islip case and you **must select Office Code 2**.

1. Is the action being removed from a state court that is located in Nassau or Suffolk County?
 2. In actions not involving real property, is the action being brought against United States, its officers or its employees AND the majority of the plaintiffs reside in Nassau or Suffolk County?
 3. If you answered "No" to all parts of Questions 1 and 2:
 - a. Did a substantial part of the events or omissions giving rise to claim or claims occur in Nassau or Suffolk County?
 - b. Do the majority of defendants reside in Nassau or Suffolk County?
 - c. Is a substantial amount of any property at issue located in Nassau or Suffolk County?
 4. If this is a Fair Debt Collection Practice Act case, was the offending communication received in either Nassau or Suffolk County?
- (Note, a natural person is considered to reside in the county in which that person is domiciled; an entity is considered a resident of the county that is either its principal place of business or headquarters, or if there is no such county in the Eastern District, the county within the District with which it has the most significant contacts).

PART E - BAR ADMISSION

1. I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

If you answered No to E(1), please see instructions and Local Civ. R. 1.3.

2. Are you currently the subject of any disciplinary action (s) in this or any other state or federal court? If yes, please explain:

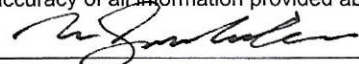
PART F - IMMIGRATION HABEAS

1. Is this petition based on an immigration detention?
2. Does this case require immediate attention of a judge?

Check Form to Validate Before Signing

If you answered Yes in Part F, and are filing this action after business hours, please see instructions here: <https://www.nyed.uscourts.gov/emergency-applications-filed-after-business-hours>.

I certify the accuracy of all information provided above.

Signature: 

Date: 9/29/26