

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

ADAM SORKIN, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

WHOLE EARTH BRANDS, INC. and **WHOLE
EARTH SWEETENER CO. LLC**,

Defendants.

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Adam Sorkin (“Plaintiff”) brings this action on behalf of himself, and all others similarly situated against Defendants Whole Earth Brands, Inc. and Whole Earth Sweetener Co. LLC (collectively, “Whole Earth” or “Defendants”). Plaintiff makes the following allegations pursuant to the investigation of his counsel and based upon information and belief, except as to allegations specifically pertaining to Plaintiff, which are based on personal knowledge.

NATURE OF THE ACTION

1. Plaintiff brings this class action on behalf of himself and all similarly situated consumers who purchased Whole Earth’s allulose-based sweeteners, which Defendants label, market, and sell as containing “0g Sugar” and “zero sugar” (collectively, the “Products”).¹

¹The Products are comprised of every Whole Earth sweetener sweetened with allulose and bearing the Zero Sugar Representations, including: (i) Whole Earth Stevia Leaf, Monk Fruit & Allulose (sold as “Allulose Blend – Bag,” in 12 oz. and 3 lb. sizes); (ii) Whole Earth Stevia Leaf, Monk Fruit & Allulose packets (sold as “Allulose Blend – Packets,” in 40-, 80-, and 400-count sizes); (iii) Whole Earth Allulose & Monk Fruit Blend (28 oz.); (iv) Whole Earth Brown Stevia Leaf, Monk Fruit & Allulose (12 oz.); (v) Whole Earth Granulated Allulose (12 oz.); and (vi) Whole Earth Liquid Allulose (11.5 fl. oz.). See Whole Earth Sweetener Co., *Allulose Blend Sweeteners*, <https://wholeearthsweetener.com/collections/allulose-blend-sweeteners> (last visited Sept. 30,

2. Defendants prominently label and advertise the Products as containing “0g Sugar,” “Zero Sugar,” and “zero calories and zero sugar” (the “Zero Sugar Representations”). However, the Products are made of allulose. Allulose, unbeknownst to reasonable consumers, is a monosaccharide and therefore a sugar under the applicable federal labeling standards, which Illinois law incorporates. It is not present in trace amounts: allulose is the first-listed and principal ingredient of every Product, and the sole ingredient of two of them. A single two-teaspoon serving of the Whole Earth Stevia Leaf, Monk Fruit & Allulose blend Plaintiff purchased contains 8 grams of allulose, which Defendants themselves disclose in a “Net Carbs Calculation” printed on the back of the package.

3. The Zero Sugar Representations are express nutrient content claims under 21 C.F.R. § 101.13(b) and (b)(1). “Zero sugar” is among the terms expressly defined by 21 C.F.R. § 101.60(c)(1), and “0g Sugar” is a reasonable variation or synonym of that term. 21 C.F.R. § 101.13(b)(4). Section 101.60(c)(1) permits such a claim only if, among other things, the food contains less than 0.5 grams of sugars, as defined in 21 C.F.R. § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving, and contains no ingredient that is a sugar unless that ingredient is followed by an asterisk disclosing that it adds only a trivial amount of sugar. Defendants nevertheless sell Products that consist principally or entirely of allulose and make no such disclosure. The governing federal standards are 21 U.S.C. § 343(a)(1), (r)(1)(A), (r)(2)(A)(i); 21 C.F.R. §§ 101.9(c)(6)(ii), (c)(6)(iii), 101.13(b), (b)(1), (b)(4), (c), and 101.60(a)(1)–(3), (c)(1).²

2026). Discovery may reveal that additional products of Defendants are within the scope of Plaintiff’s Complaint. Accordingly, Plaintiff reserves the right to amend his Complaint to add additional products of Defendants.

²The governing state law provisions, discussed *infra*, impose identical requirements to the federal standards and are thereby not preempted. 21 U.S.C. § 343-1(a)(5); *Franco v. Chobani, LLC*, 184

4. Apart from any regulation, Defendants' Zero Sugar Representations are also deceptive by their nature. A reasonable consumer who is told that a sweetener contains "0g Sugar" understands that the sweetener contains no sugar. A sweetener composed of 8 grams of a monosaccharide, i.e., a sugar, per serving does not.

5. The deception is particularly acute here because the Products are sugar substitutes. Consumers do not buy a tabletop sweetener for its flavor alone; they buy it *instead of sugar*, and they choose among competing sweeteners based on what the sweeteners contain. Defendants market the Products directly to consumers who are avoiding sugar for health, dietary, or medical reasons, and the "0g Sugar" claim is the central promise on which those consumers rely.

6. Defendants make and disseminate the Zero Sugar Representations from their headquarters in Chicago, Illinois, where Defendants develop, formulate, name, and market the Products and dictate the uniform labels, packaging, website content, and advertising used for every unit of the Products sold in the United States.

7. Plaintiff Adam Sorkin is a citizen of Illinois residing in Chicago, Illinois, who purchased the Whole Earth Stevia Leaf, Monk Fruit & Allulose blend for his personal use from Amazon, for delivery to his home address in Chicago, Illinois. Accordingly, Plaintiff brings claims against Defendants for violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. ("ICFA"), and the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 et seq. ("UDTPA"), on behalf of an Illinois Subclass; and for breach of express warranty and unjust enrichment on behalf of a Nationwide Class.

F.4th 599, 606 (7th Cir. 2026), *rev'g* 789 F. Supp. 3d 584 (N.D. Ill. 2025) ("The Francos want to hold Chobani liable under state law for violating identical [food labeling] standards, and so their claims are not preempted.").

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because the proposed Classes include more than 100 members, the aggregate claims of the proposed Classes exceed \$5,000,000, exclusive of interest and costs, and at least one member of the proposed Classes is a citizen of a state different from Defendants. The Products are sold at major grocery, mass-market, club, drug, and online retailers throughout the United States, including Walmart, Kroger, Target, and Amazon, and have been sold to many hundreds of thousands of consumers nationwide. Fewer than two-thirds of the members of the proposed Nationwide Class are citizens of Illinois, and no exception to jurisdiction under 28 U.S.C. § 1332(d)(3)–(4) applies.

9. This Court has general personal jurisdiction over Defendants because each maintains its principal place of business in Chicago, Illinois, within this District, and is therefore at home in Illinois. This Court also has specific personal jurisdiction over Defendants because Plaintiff's claims arise out of and relate to conduct Defendants undertook in Illinois, including the formulation, naming, and packaging of the Products; the creation, approval, and dissemination of the Zero Sugar Representations; and the sale of the Products to Plaintiff in Illinois.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), (b)(2), and (c)(2) because Defendants reside in this District and a substantial part of the events giving rise to Plaintiff's claims, including the design, approval, and dissemination of the Zero Sugar Representations and Plaintiff's purchase of the Products, occurred in this District. Assignment to the Eastern Division is proper because Defendants reside in, and Plaintiff's claims arose in, Cook County, Illinois.

PARTIES

11. Plaintiff Adam Sorkin is a citizen of Illinois residing in Chicago, Illinois. On or about September 24, 2026, while located in Chicago, Illinois, Plaintiff purchased a 12-ounce bag of Whole Earth Stevia Leaf, Monk Fruit & Allulose (the “Allulose Blend”) for his personal use from Amazon for delivery to his home address in Chicago, Illinois, for approximately \$9. Plaintiff purchased the Allulose Blend to use in baking in place of sugar. Plaintiff has purchased other Whole Earth-brand sweeteners many times and trusted the Whole Earth brand to label its products truthfully.

12. Plaintiff monitors his health and makes purchasing decisions about food products based on their labels and ingredients. Plaintiff seeks to limit his sugar intake and, for that reason, purchases sweeteners that are marketed as containing no sugar. Before purchasing the Allulose Blend, Plaintiff saw and relied on Defendants’ prominent representations on the front of the package that the Product is a “Zero Calorie Sweetener” containing “0g Sugar.” Based on those representations, Plaintiff reasonably believed that the Allulose Blend contained no sugar. The Zero Sugar Representations were part of the basis of Plaintiff’s bargain, and he would not have purchased the Product on the same terms had he known they were untrue. Plaintiff also paid a price premium because of Defendants’ false and misleading Zero Sugar Representations but did not receive the benefit of his bargain because the Allulose Blend consists almost entirely of allulose, a sugar. Had Plaintiff known the truth, he would not have purchased the Product or would have paid substantially less for it.

13. Plaintiff remains interested in purchasing sweeteners that truly contain no sugar, including from Whole Earth. However, he cannot know for certain whether Defendants’ false labeling and marketing have been or will be corrected, and the Products’ composition may change over time. If Defendants continue to make the Zero Sugar Representations, Plaintiff will be unable

to make informed purchasing decisions and is likely to be misled again unless Defendants are required to ensure that the Products' labeling and marketing are accurate. Plaintiff is an average consumer who is not sophisticated in the chemistry, manufacturing, or formulation of food products. Neither Plaintiff nor reasonable consumers have the specialized knowledge needed to determine independently whether allulose is a sugar.

14. Defendant Whole Earth Brands, Inc. is a Delaware corporation with its principal place of business at 125 S. Wacker Drive, Chicago, Illinois 60606. Whole Earth Brands, Inc. owns the Whole Earth® brand and, directly and through its subsidiaries, develops, formulates, packages, labels, markets, distributes, and sells the Products throughout the United States, including in Illinois. Whole Earth Brands, Inc. announced the launch of the Whole Earth allulose line from Chicago, Illinois, and the Products' packaging identifies each Product as "part of Whole Earth Brands."

15. Defendant Whole Earth Sweetener Co. LLC is a Delaware limited liability company with its principal place of business in Chicago, Illinois 60606. Whole Earth Sweetener Co. LLC is a subsidiary of, and is owned and controlled by, Whole Earth Brands, Inc. Whole Earth Sweetener Co. LLC is the entity identified on the Products' labels as the company for which the Products are distributed, holds the Whole Earth® trademark, and operates the wholeearthsweetener.com website on which the Zero Sugar Representations appear. For purposes of 28 U.S.C. § 1332(d)(10), Whole Earth Sweetener Co. LLC is a citizen of Delaware, the State under whose laws it is organized, and of Illinois, where it has its principal place of business. In addition, on information and belief, the sole member of Whole Earth Sweetener Co. LLC is Merisant Company, a Delaware corporation with its principal place of business in Chicago, Illinois, which is in turn a wholly owned subsidiary of Whole Earth Brands, Inc.; no natural person

and no entity organized under the laws of, or having its principal place of business in, any State other than Delaware or Illinois holds a membership interest in Whole Earth Sweetener Co. LLC. Accordingly, whether its citizenship is determined under 28 U.S.C. § 1332(d)(10) or by reference to the citizenship of its members, Whole Earth Sweetener Co. LLC is a citizen of Delaware and Illinois and of no other State.

16. Defendants act directly and through their parents, subsidiaries, affiliates, and agents, including Merisant Company and Merisant US, Inc. At all relevant times, Defendants controlled and approved the formulation, naming, labeling, packaging, advertising, and marketing of the Products, and the acts of Defendants' parents, subsidiaries, affiliates, and agents in marketing and selling the Products as alleged herein were undertaken at Defendants' direction and on Defendants' behalf. Plaintiff reserves the right to amend this Complaint to name additional parent, subsidiary, affiliated, or successor entities as discovery may warrant.

17. Defendants formulate, name, label, package, market, advertise, distribute, and sell the Products throughout the United States, including in this District, through brick-and-mortar retailers, online retailers, and Defendants' own website.

FACTUAL ALLEGATIONS

A. Consumers Seek Out and Pay More for Products That Contain No Sugar

18. Consumer demand for products without sugar is well documented. A 2022 nationwide survey found that 73% of Americans ages 18 to 80 reported trying to limit or avoid sugar.³

³International 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-May-2022.pdf> (last visited Sept. 30, 2026).

19. That demand accords with widespread public-health guidance. The 2025–2030 Dietary Guidelines for Americans state that no amount of added sugars is recommended or considered part of a healthy or nutritious diet and that one meal should contain no more than 10 grams of added sugars.⁴ The World Health Organization recommends limiting free sugars to less than 10 percent of total daily energy intake and states that limiting them further to 5 percent or less may provide additional health benefits.⁵ The American Heart Association recommends limiting added sugars to no more than 6 percent of daily calories.⁶

20. The market for sugar substitutes exists because of that demand. Consumers who purchase tabletop and baking sweeteners do so precisely to avoid sugar, and many do so for medical reasons, including diabetes, prediabetes, and physician-directed carbohydrate restriction. For these consumers, a sweetener’s sugar content is not one attribute among many; it is the reason for the purchase. Food companies are aware of this demand and of the premium consumers will pay to satisfy it. Sweeteners labeled “zero sugar,” “sugar free,” and “0g sugar” command higher prices than, and take sales from, comparable products that do not bear those claims, and companies reserve their most prominent packaging real estate for the claims they believe will most motivate a purchase.

21. Defendants have capitalized on that demand. Whole Earth Brands, Inc. introduced its allulose line in July 2020, announcing from Chicago that the new blends “offer zero calories

⁴U.S. Department of Health and Human Services & U.S. Department of Agriculture, *Dietary Guidelines for Americans, 2025–2030*, at 4 (Jan. 2026), <https://cdn.realfood.gov/DGA.pdf> (last visited Sept. 30, 2026).

⁵World Health Organization, *Healthy Diet* (Jan. 26, 2026), <https://www.who.int/news-room/fact-sheets/detail/healthy-diet> (last visited Sept. 30, 2026).

⁶American Heart Association, *Added Sugars*, <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars> (last visited Sept. 30, 2026).

and zero sugar.”⁷ Defendants sell every Product with a “0g Sugar” badge on the front of the package while formulating every Product principally or entirely from allulose, an added monosaccharide sugar. Defendants thereby obtained an unfair competitive advantage over competitors that accurately label comparable sweeteners.

B. Defendants’ Zero Sugar Representations

22. Every Product bears the Zero Sugar Representations on its principal display panel. The front of the Allulose Blend Plaintiff purchased identifies the Product as a “Zero Calorie Sweetener,” a “1:1 Sugar Replacement,” and, in a banner across the bottom of the package, “0g Sugar | Plant Based | Keto Friendly | Erythritol Free”:⁸

⁷Whole Earth Brands, Inc., *Whole Earth Brands, Inc. Launches New Whole Earth® Allulose Baking Blends and Provides Update on Brand Growth* (July 7, 2020), <https://www.businesswire.com/news/home/20200707005300/en/> (last visited Sept. 30, 2026).

⁸Whole Earth Sweetener Co., *Allulose Blend – Bag*, <https://wholeearthsweetener.com/products/allulose-blend-bag> (last visited Sept. 30, 2026) (the “Allulose Blend Product Page”). The front and back label images and Nutrition Facts panel reproduced herein are the images Defendants publish on the Allulose Blend Product Page and match the packaging Plaintiff purchased.



Whole Earth Stevia Leaf, Monk Fruit & Allulose, 12 oz., front of package

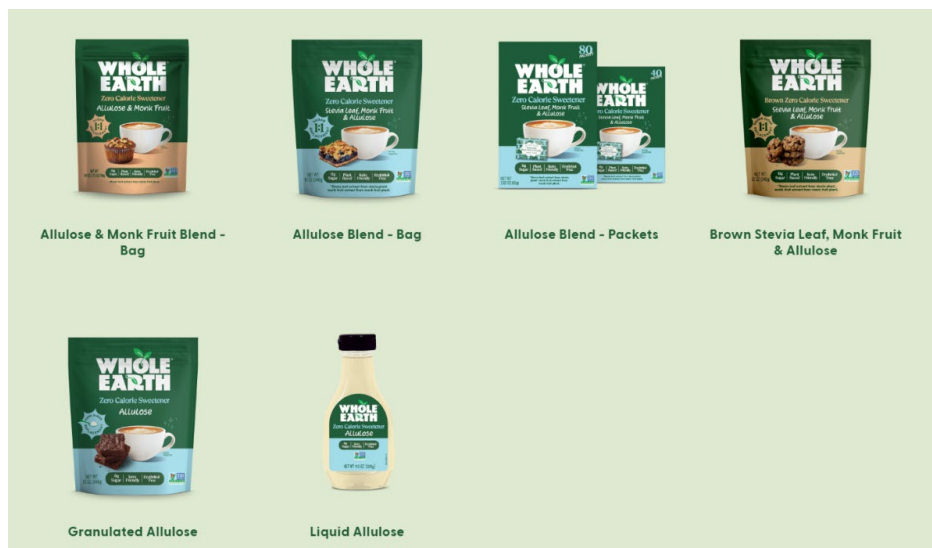
23. The back of the same package repeats the claim three times. It states that Whole Earth “is here to help you sweeten your way with zero calories, zero sugar, and no artificial colors, flavors, or preservatives,” lists “Zero Calories & Sugar” as the first of the Product’s attributes, and describes the Product as “a 1-to-1 stand-in for sugar.” In the same panel, under the heading “Net Carbs Calculation,” Defendants disclose that each serving contains “8g Total Carbs” and “8g Allulose”:



Whole Earth Stevia Leaf, Monk Fruit & Allulose, 12 oz., back of package

24. Defendants’ website repeats the representation for the Product line and for every individual Product. The product page for each Product lists “0g Sugar,” “Zero Net Carbs,” and “Zero Calories” as the Product’s headline attributes, and the page for the Allulose & Monk Fruit Blend describes that Product as “Zero Sugar.”⁹ Defendants’ online retail listings, social media, and promotional materials likewise describe the Products as containing “0g Sugar” and “zero sugar.” Defendants’ allulose line is shown below:

⁹Whole Earth Sweetener Co., *Granulated Allulose*, <https://wholeearthsweetener.com/products/granulated-allulose> (last visited Sept. 30, 2026); *Liquid Allulose*, <https://wholeearthsweetener.com/products/liquid-allulose> (last visited Sept. 30, 2026); *Allulose Blend – Packets*, <https://wholeearthsweetener.com/products/allulose-blend-packets> (last visited Sept. 30, 2026); *Allulose & Monk Fruit Blend – Bag*, <https://wholeearthsweetener.com/products/allulose-monk-fruit> (last visited Sept. 30, 2026); *Brown Stevia Leaf, Monk Fruit & Allulose*, <https://wholeearthsweetener.com/products/brown-stevia-leaf-monk-fruit-allulose> (last visited Sept. 30, 2026).



Whole Earth allulose Products, wholeearthsweetener.com (captured Sept. 30, 2026)

25. The Zero Sugar Representations communicate to reasonable consumers that no sugar is present in the Products. That is the plain and ordinary meaning of “0g Sugar” and “zero sugar.”

26. However, these representations are false. The ingredient statement of the Allulose Blend reads, in its entirety: “INGREDIENTS: ALLULOSE, STEVIA LEAF EXTRACT, MONK FRUIT EXTRACT.” Because ingredients are listed in descending order of predominance by weight, 21 C.F.R. § 101.4(a)(1), and because stevia leaf extract and monk fruit extract are high-intensity sweeteners used in minute quantities, allulose constitutes substantially the entire Product by weight. Defendants’ own Net Carbs Calculation confirms it: of the 8 grams in each two-teaspoon serving, 8 grams are allulose.

27. The other Products are formulated the same way. The Allulose Blend packets list “Allulose, Stevia Leaf Extract, Natural Flavor, Monk Fruit Extract,” and Defendants disclose that each one-gram packet contains “1g Total Carbs” and “1g Allulose.” The Allulose & Monk Fruit Blend lists “Allulose, Monk Fruit Extract” and contains 8 grams of allulose per serving. The Brown Stevia Leaf, Monk Fruit & Allulose blend lists “Allulose, molasses, vegetable glycerin, stevia leaf

extract, monk fruit extract” and contains 8 grams of allulose per serving. Granulated Allulose and Liquid Allulose each list a single ingredient, “Allulose,” and contain 8 grams and 5 grams of allulose per serving, respectively. In every Product, allulose is the first-listed ingredient, the principal sweetener, and the only ingredient present in more than trace amounts.

28. Defendants’ Nutrition Facts panel confirms the quantity of allulose. For the Allulose Blend, it declares a serving size of “2 tsp (8g),” 0 calories, and 8 grams of Total Carbohydrate. Because allulose is the only carbohydrate-contributing ingredient present in more than trace amounts, substantially all of the declared carbohydrate is allulose. Yet the same panel declares “Total Sugars 0g” and “Includes 0g Added Sugars”:

Nutrition Facts	
About 43 servings per container	
Serving size	2 tsp (8g)
Amount Per Serving	
Calories	0
% Daily Value	
Total Fat 0g	0%
Sodium 0mg	0%
Total Carbohydrate 8g	3%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 0g	
Not a significant source of saturated fat, trans fat, cholesterol, dietary fiber, vitamin D, calcium, iron and potassium.	

Whole Earth Stevia Leaf, Monk Fruit & Allulose, 12 oz., Nutrition Facts panel

29. Defendants know what allulose is. In the fine print on the back of the package, Defendants describe allulose as “a type of sweetener found in fruits such as figs and raisins.” On

their website, Defendants are more candid: the ingredient FAQ for the Products describes allulose as “[a] rare sugar found in figs and raisins.”¹⁰

C. Allulose Is a Sugar

30. Allulose is a sugar.

31. Chemically, allulose is a monosaccharide. It is the C-3 epimer of D-fructose, meaning that allulose and fructose have the same molecular formula and connectivity but differ in the spatial orientation of a hydroxyl group at the third carbon. “D-allulose, a C-3 epimer of D-fructose, is a rare monosaccharide used as a food ingredient or a sweetener.”¹¹ Allulose is accordingly “a rare sugar,” and “a monosaccharide that is low in calories and that maintains approximately 70% of sweetness relative to sugar.”¹²

32. Allulose is not merely a sugar as a matter of chemical classification. It is used as one. Allulose has “70% of the sweetness of sucrose, which means it is viewed as a potential alternative sweetener.”¹³ The food science literature describes allulose and other rare sugars as “monosaccharides with sweetness similar to those as caloric sugars, but [with] low caloric values.”¹⁴

33. Because allulose is less sweet than traditional table sugar, it is used in gram-scale quantities as a bulk sweetener. High-intensity sweeteners such as saccharin, aspartame, acesulfame

¹⁰Whole Earth Sweetener Co., *FAQs*, <https://wholeearthsweetener.com/pages/faqs> (last visited Sept. 30, 2026) (describing the ingredient “Allulose” as “[a] rare sugar found in figs and raisins”).

¹¹Han-Joo Maeng et al., *Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol*, 8 FOODS ART. 448, at 1 (2019), <https://doi.org/10.3390/foods8100448>.

¹²Youngji Han et al., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial*, 10 NUTRIENTS ART. 2010, at 1–2 (2018), <https://doi.org/10.3390/nu10122010>.

¹³Maeng et al., *supra* note 11, at 2.

¹⁴*Id.*

potassium, neotame, sucralose, and advantame are approximately 200 to 20,000 times as sweet as sucrose.¹⁵ By contrast, allulose has approximately 70% of sucrose's sweetness and, as Defendants' own ingredient and nutrition information shows, is used in large quantities as a bulk sweetener.¹⁶ Defendants use stevia leaf extract and monk fruit extract, high-intensity sweeteners, only as minor ingredients to bring the blend to "1:1" sweetness with sugar; allulose supplies the bulk, the texture, and most of the sweetness. Indeed, Defendants' own description of the Allulose Blend states that "[a]llulose creates a granulated texture, while stevia and Monk Fruit ensure our blend has 1:1 sweetness to sugar."

34. Allulose also behaves like sugar in food. "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."¹⁷ It is used as "a partial replacement of added sugars."¹⁸ Defendants market the Products on exactly that basis: the Products "bake[] and brown[] similarly to sugar" and are to be used "1:1 in place of sugar."

35. The Food and Drug Administration ("FDA") identifies allulose as a sugar. In its 2016 Nutrition Facts rulemaking, the FDA stated that allulose, "as a monosaccharide, must be included" in the Total Sugars declaration pending any future rulemaking that would otherwise

¹⁵U.S. FOOD & DRUG ADMINISTRATION, *Aspartame and Other Sweeteners in Food*, <https://www.fda.gov/food/food-additives-petitions/aspartame-and-other-sweeteners-food> (last visited Sept. 30, 2026).

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

¹⁷Han et al., *supra* note 12, at 10.

¹⁸*Id.*

exclude the substance.¹⁹ The current regulation continues to define Total Sugars as “the sum of all free mono- and disaccharides” and does not exclude allulose. 21 C.F.R. § 101.9(c)(6)(ii).

36. The Calorie Control Council, a trade association for the low-calorie food and beverage industry, likewise describes allulose under the heading “Allulose is a Naturally Occurring Sweetener” and states that “[a] monosaccharide, or simple sugar, allulose is absorbed by the body, but not metabolized, so it is nearly calorie-free.”²⁰

37. The United States Court of Appeals for the Seventh Circuit recently confirmed the point in *Franco v. Chobani, LLC*, a case arising in this District that challenged “sugar free” claims on yogurt sweetened with allulose. *Franco v. Chobani, LLC*, 184 F.4th 599 (7th Cir. 2026), *rev’g* 789 F. Supp. 3d 584 (N.D. Ill. 2025). Holding that allulose “is a sugar under the relevant federal regulation,” the court explained that “[t]here’s no dispute that allulose is a monosaccharide,” and “[b]ecause the definition includes every monosaccharide and the following parenthetical is merely a list of examples, allulose is a sugar under § 101.9(c)(6)(ii).” *Id.* at 602, 604. The FDA itself, appearing as *amicus curiae*, agreed that the regulation is unambiguous and that total sugars include all monosaccharides, including allulose. *Id.* at 604.

D. The Zero Sugar Representations Violate the FDA Nutrient Content Regulations

38. Congress empowered FDA to oversee and regulate food labeling by enacting the Federal Food, Drug, and Cosmetic Act (“FDCA”), as amended by the Nutrition Labeling and Education Act, 21 U.S.C. § 301 *et seq.* The FDA promulgated the relevant food-labeling regulations in 21 C.F.R. Part 101.

¹⁹FOOD LABELING: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,796 (May 27, 2016), <https://www.federalregister.gov/d/2016-11867>.

²⁰Calorie Control Council, *Allulose*, <https://caloriecontrol.org/ingredients/sweeteners/allulose/> (last visited Sept. 30, 2026).

39. A food is misbranded if its labeling is false or misleading in any particular, 21 U.S.C. § 343(a)(1), or if its label or labeling bears a claim that characterizes the level of a nutrient unless the claim uses terms defined in FDA regulations and complies with those definitions. 21 U.S.C. § 343(r)(1)(A), (r)(2)(A)(i).

40. FDA regulations distinguish information appearing within the Nutrition Facts panel from statements appearing elsewhere on the label. Information within the nutrition labeling is not itself a nutrient content claim, but the same information placed outside that panel—on the principal display panel, in a banner, on a website, or in an advertisement—is subject to the nutrient-content-claim regulations. 21 C.F.R. § 101.13(c). The challenged Zero Sugar Representations appear outside the Nutrition Facts panel and expressly represent that the Products contain no sugar. They are therefore expressed nutrient content claims. 21 C.F.R. § 101.13(b)(1), (c).

41. Section 101.60(c)(1) governs the use of “sugar free” and its synonyms, and expressly lists “zero sugar” among them. It provides in relevant part that “[u]se of terms such as ‘sugar free,’ ‘free of sugar,’ ‘no sugar,’ ‘zero sugar,’ ‘without sugar,’ ‘sugarless,’ ‘trivial source of sugar,’ ‘negligible source of sugar,’ or ‘dietarily insignificant source of sugar’” is permitted only if each of the following conditions is met:

(i) “The food contains less than 0.5 g of sugars, as defined in § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving or, in the case of a meal product or main dish product, less than 0.5 g of sugars per labeled serving”; and

(ii) “The food contains no ingredient that is a sugar or that is generally understood by consumers to contain sugars unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states ‘adds a trivial amount of sugar,’ ‘adds a negligible amount of sugar,’ or ‘adds a dietarily insignificant amount of sugar’”; and

(iii) The food is labeled “low calorie” or “reduced calorie” or bears a qualifying relative claim, or, alternatively, bears a disclaimer such as “not a low calorie food” or “not for weight control.”

21 C.F.R. § 101.60(c)(1)(i)–(iii).

42. These requirements are conjunctive; each one must be satisfied.

43. The Products do not comply with these regulations. Subsection (i) cross-references 21 C.F.R. § 101.9(c)(6)(ii), which provides that “[t]otal sugars shall be defined as the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose).” Allulose, as a monosaccharide epimer of fructose, falls squarely within that definition. The Allulose Blend contains 8 grams of allulose per labeled serving—sixteen times the 0.5-gram threshold. The reference amount customarily consumed for sugar substitutes is the amount equivalent in sweetness to one reference amount of sugar, 21 C.F.R. § 101.12(b), Table 2, and because Defendants formulate the Products to be used “1:1 in place of sugar,” each Product likewise contains well over 0.5 grams of allulose per reference amount. Even the smallest Product serving, a one-gram packet, contains approximately 1 gram of allulose—twice the threshold. The Zero Sugar Representations therefore do not comply with § 101.60(c)(1)(i).

44. The Products also fail subsection (ii). Each Product contains an ingredient that is a sugar—allulose—and Defendants’ ingredient statement does not follow the listing of allulose with an asterisk or any statement that it adds a trivial, negligible, or dietarily insignificant amount of sugar. Nor could it: allulose is not a trivial ingredient in the Products; it *is* the Products.

45. The Zero Sugar Representations also violate § 101.13(b)(4), which permits reasonable variations and synonyms of defined nutrient content terms only if they are not misleading. “0g Sugar” is a variation of the defined term “zero sugar,” and it is misleading for the reasons stated herein.

46. FDA’s nonbinding allulose guidance does not authorize the challenged claims. The guidance announces enforcement discretion, pending rulemaking, for excluding allulose from the gram amounts of Total Sugars and Added Sugars declared on Nutrition and Supplement Facts labels. It does not amend § 101.9(c)(6)(ii), address § 101.60(c)(1), or purport to authorize a separate “zero sugar” or “0g Sugar” nutrient content claim on the front of a package, on a website, or in an advertisement.²¹ As the Seventh Circuit explained in rejecting the same defense in *Franco*, the guidance “isn’t an interpretation of § 101.9(c)(6)(ii)—it’s an announcement of a change in enforcement policy,” and “the fact that one sovereign (the United States) indicated that it would not enforce” the regulation “should not have led [the defendant] to believe that the states would take a similar approach.” 184 F.4th at 606. Moreover, no rulemaking has issued in the six years since the FDA’s nonbinding guidance was published.

47. Because the Products consist principally or entirely of allulose while bearing false, misleading, and impermissible nutrient content claims, the Products are misbranded under federal law. 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (b)(4), (c), and 101.60(a)(1)–(3), (c)(1). Plaintiff does not seek to enforce the FDCA directly. He seeks relief under independently enforceable state consumer-protection and common law, which adopts requirements identical to the federal food-labeling requirements and independently prohibits deceptive representations, and he independently alleges that the Zero Sugar Representations have the capacity to mislead reasonable consumers. Because Illinois law imposes requirements identical to the federal requirements, Plaintiff’s claims are not preempted. 21 U.S.C. § 343-1(a)(5); *Franco*, 184 F.4th at 606.

²¹U.S. FOOD & DRUG ADMINISTRATION, *The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry* 1, 8–9 (Oct. 2020), <https://www.fda.gov/media/123342/download> (last visited Sept. 30, 2026).

E. Defendants' Conduct Violates Illinois Law

48. The Illinois Consumer Fraud and Deceptive Business Practices Act declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce,” and provides that such practices are unlawful “whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.²²

49. Illinois independently prohibits the misbranding of food. Under the Illinois Food, Drug and Cosmetic Act, a food is misbranded “[i]f its labeling is false or misleading in any particular.” 410 ILCS 620/11(a). The Illinois Uniform Deceptive Trade Practices Act likewise prohibits representing “that goods . . . have . . . characteristics, ingredients, uses, [or] benefits . . . that they do not have,” representing that goods “are of a particular standard, quality, or grade . . . if they are of another,” and “engag[ing] in any other conduct which similarly creates a likelihood of confusion or misunderstanding.” 815 ILCS 510/2(a)(5), (7), (12).

50. Because the Products bear “0g Sugar” and “zero sugar” nutrient content claims despite consisting principally or entirely of allulose, the Products are misbranded and deceptively marketed under Illinois law, and Defendants’ labeling, marketing, and sale of the Products in Illinois are deceptive and unfair acts and practices within the meaning of 815 ILCS 505/2 and deceptive trade practices within the meaning of 815 ILCS 510/2. The parallel federal standards are

²²*See also* 815 ILCS 505/1(c), (e), (f) (defining “person,” “consumer,” and “trade” and “commerce,” the latter to include “the advertising, offering for sale, sale, or distribution of any services and any property . . . and shall include any trade or commerce directly or indirectly affecting the people of this State”); 815 ILCS 505/11a (the Act “shall be liberally construed to effect the purposes thereof”).

21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (b)(4), (c), and 101.60(a)(1)–(3), (c)(1).

51. Independent of any regulation, the Zero Sugar Representations are likely to mislead reasonable consumers. “0g Sugar” and “zero sugar” are absolute, categorical promises. A reasonable consumer understands them to mean that the Product contains no sugar—not that it consists of 8 grams per serving of a monosaccharide that is, by any chemical or regulatory measure, a sugar. That deception is material: it goes to the very characteristic for which the Products are marketed and for which consumers select them. The Seventh Circuit, reviewing materially identical “sugar free” claims on a product sweetened with allulose, held that consumer deception was plausibly alleged “given the absolute promise on Chobani’s products (sugar free),” and explained that “[w]hether reasonable consumers care about the existence of allulose in their yogurt isn’t the same thing as asking whether reasonable consumers would be deceived by it.” *Franco*, 184 F.4th at 608.

F. Defendants Knew the Zero Sugar Representations Were False

52. Defendants knew, or should have known, that the Zero Sugar Representations were false or misleading when they formulated, named, labeled, marketed, and sold the Products. Specifically, Defendants knew that: (a) the Products consist principally or entirely of allulose; (b) allulose is a free monosaccharide and a sugar—as Defendants’ own website states, “[a] rare sugar found in figs and raisins”; (c) each Product contains grams of allulose per serving, which Defendants themselves quantify in the “Net Carbs Calculation” printed on the package; (d) Defendants’ packaging, website, and advertising nevertheless represent that the Products contain “0g Sugar” and “zero sugar”; (e) reasonable consumers would rely on the Zero Sugar Representations when purchasing; (f) consumers would not receive the represented benefit of the

bargain; and (g) the Zero Sugar Representations enabled Defendants to charge a premium and to take sales from truthfully labeled competitors.

53. Defendants formulate the Products and control the ingredient statement, nutrition information, product name, packaging, and marketing. Defendants list allulose as the first ingredient of every Product, declare 8 grams of carbohydrate per serving attributable entirely to allulose, and yet print the Zero Sugar Representations prominently on the front of every package and across every channel through which the Products are sold. Those facts demonstrate that Defendants knew the Products were made of allulose while making the challenged representations. Defendants' conduct was willful, wanton, and in reckless disregard of the rights of consumers.

54. Defendants could have refrained from using the Zero Sugar Representations, accurately qualified them, reformulated the Products, or truthfully marketed the Products as a low-calorie sugar substitute without claiming that they contain no sugar—but chose not to.

G. Defendants' Zero Sugar Representations Injured Plaintiff and the Classes

55. Defendants concealed or failed to disclose material facts about the Products, including: (a) that allulose is a free monosaccharide and sugar; (b) that the Products consist principally or entirely of allulose; (c) that the Products do not comply with pertinent FDA regulations that Illinois law adopts; (d) that the Products do not conform to the Zero Sugar Representations; and (e) that the Products are misbranded under federal and Illinois law as a result of the Zero Sugar Representations.

56. As an immediate, direct, and proximate result of Defendants' false, misleading, and deceptive representations and omissions, Defendants injured Plaintiff and Class Members in that they: (a) paid money for Products that were not as represented; (b) paid a premium for the Products;

(c) were deprived of the benefit of their bargains; and (d) purchased misbranded Products that could not lawfully have been sold as represented.

57. Accordingly, Plaintiff and Class Members suffered injury in fact and lost money or property because of Defendants' wrongful conduct. Plaintiff and each Class Member received a Product worth less than the Product for which they paid, and suffered a distinct, economic injury that is separate from the violation itself.

H. Plaintiff Lacks an Adequate Remedy at Law for Prospective Harm

58. Plaintiff lacks an adequate remedy at law for the future harm described above. Damages cannot remedy his inability to rely on Defendants' Zero Sugar Representations when deciding whether to purchase the Products in the future. Only injunctive relief requiring Defendants to cease or correct the misleading Zero Sugar Representations can address that prospective harm.

59. Equitable relief is also necessary because legal remedies may prove inadequate to provide complete relief, including restitution measured by the difference between the prices Plaintiff and Class Members paid and the value of the Products as received, which may not be coextensive with damages.

CLASS ACTION ALLEGATIONS

60. Plaintiff brings this action on behalf of himself and all others similarly situated under Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3). The proposed classes are defined below (collectively, the "Classes"):

Nationwide Class: All persons in the United States who, within the applicable statute of limitations period through the date of class certification, purchased one or more of the Products for personal, family, or household use.

Illinois Subclass: All persons who, within the applicable statute of limitations period through the date of class certification, purchased one or more of the Products in Illinois for personal, family, or household use.

61. The Classes do not include: (1) Defendants, their parents, subsidiaries, affiliates, officers, directors, and employees; (2) the Judge or Magistrate Judge assigned to this action and the assigned Judge's or Magistrate Judge's staff and family; or (3) Plaintiff's counsel or Defendants' counsel.

62. Plaintiff reserves the right to amend the class definitions and add classes or subclasses, including multi-state subclasses to account for material differences in state law, if any, as appropriate based on investigation, discovery, and the specific theories of liability.

63. **Numerosity:** While the exact number of Class Members is unknown to Plaintiff and can be determined only through discovery, the Products are sold at thousands of retail locations nationwide and online and, upon information and belief, Class Members number in the hundreds of thousands, and joinder is impracticable. Class Members may be identified and notified through Defendants' and their retailers' sales, shipment, loyalty-program, and online-order records, and by publication.

64. **Existence and Predominance of Common Questions of Law and Fact:** Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual members. Defendants' Zero Sugar Representations are uniform: every Product is sold with the same "0g Sugar" claim on the front of the package, designed and approved at Defendants' Chicago headquarters and applied to every unit sold. These common legal and factual questions include, but are not limited to:

- (a) Whether allulose is a free monosaccharide and sugar;

- (b) Whether the Products contain allulose and fail the governing conditions for the Zero Sugar Representations, including 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), (b)(1), (b)(4), (c), and 101.60(a)(1)–(3), (c)(1);
- (c) Whether the Zero Sugar Representations have the capacity or tendency to deceive reasonable consumers;
- (d) Whether Defendants’ representations were material;
- (e) Whether Defendants’ conduct constitutes deceptive or unfair acts or practices in violation of 815 ILCS 505/2 and deceptive trade practices in violation of 815 ILCS 510/2;
- (f) Whether Defendants breached an express warranty;
- (g) Whether Defendants were unjustly enriched as a result of the conduct alleged in this Complaint;
- (h) Whether Plaintiff and Class Members suffered damages as a result of Defendants’ actions, and the amount of those damages, including the price premium attributable to the Zero Sugar Representations;
- (i) Whether Defendants’ conduct was willful, wanton, or in reckless disregard of the rights of consumers; and
- (j) Whether Plaintiff and Class Members are entitled to attorneys’ fees and costs and to injunctive relief.

65. With respect to the Illinois Subclass, additional questions of law and fact common to the members include whether Defendants’ conduct occurred primarily and substantially in Illinois and whether Plaintiff and Illinois Subclass Members are entitled to punitive damages under 815 ILCS 505/10a(a).

66. **Typicality:** Plaintiff's claims are typical of those of other Class Members because Plaintiff was exposed to Defendants' uniform Zero Sugar Representations, purchased a Product in reliance on them, and suffered the same type of economic loss.

67. **Adequacy:** Plaintiff will fairly and adequately represent and protect the Classes' interests as required by Federal Rule of Civil Procedure 23(a)(4). Plaintiff has no interests adverse to the Classes, is committed to vigorous prosecution, and has retained counsel skilled and experienced in consumer class action litigation.

68. **Superiority:** A class action is superior to all other available methods for the fair and efficient adjudication of the asserted claims under Federal Rule of Civil Procedure 23(b)(3) because the expense and burden of individual litigation make it economically infeasible for Class Members, whose individual purchases cost a few dollars each, to seek redress outside a class action. Even if Class Members could afford individual litigation, the burden on the courts would be substantial. Individualized litigation would risk varying or contradictory judgments and magnify delay and expense through repeated trials of the same factual issues. By contrast, maintaining this action as a class action presents fewer management difficulties, conserves party and judicial resources, and protects each Class Member's rights. Plaintiff anticipates no difficulty managing this action as a class action. Classwide relief is essential to compel compliance with applicable consumer-protection laws, and separate actions could subject Defendants to inconsistent obligations.

69. **Injunctive and Declaratory Relief:** Defendants have acted and refused to act on grounds generally applicable to the Classes, making final injunctive and declaratory relief appropriate with respect to the Classes as a whole under Federal Rule of Civil Procedure 23(b)(2). Defendants continue to label, market, and sell the Products with the Zero Sugar Representations.

CAUSES OF ACTION

COUNT I

Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act

815 ILCS 505/1 et seq.

(On Behalf of Plaintiff and the Illinois Subclass)

70. Plaintiff incorporates by reference and re-alleges the allegations in paragraphs 1 through 69 of this Complaint.

71. Plaintiff brings this claim individually and on behalf of the Illinois Subclass against Defendants.

72. Plaintiff and Illinois Subclass Members are “consumers” and “persons,” the Products are “merchandise,” and Defendants’ advertising, offering for sale, and sale of the Products constitute “trade” or “commerce,” within the meaning of the ICFA. 815 ILCS 505/1.

73. The ICFA prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce.” 815 ILCS 505/2.

74. Defendants engaged in deceptive acts and practices in violation of the ICFA by representing, on the Products’ packaging, on their website, and in their advertising, that the Products contain “0g Sugar” and “zero sugar” when they consist principally or entirely of allulose, a sugar, and by concealing, suppressing, and omitting the material fact that the Products are made of a sugar. Those representations and omissions were literally false or, at a minimum, likely to mislead reasonable consumers.

75. Defendants intended that Plaintiff and Illinois Subclass Members rely on the Zero Sugar Representations and on their omission of the fact that the Products are made of a sugar.

Defendants placed the “0g Sugar” claim on the principal display panel of every Product and in every channel through which the Products are marketed precisely so that consumers seeking to avoid sugar would purchase them.

76. Defendants’ conduct also constitutes an unfair practice within the meaning of the ICFA because it offends the public policy of Illinois and the United States as embodied in 410 ILCS 620/11(a), 21 U.S.C. § 343(a)(1), (r)(1)(A), and 21 C.F.R. § 101.60(c)(1); is immoral, unethical, oppressive, and unscrupulous, in that Defendants sell a product made of sugar to consumers who are trying to avoid sugar under a claim that promises none; and causes substantial injury to consumers, who pay for a product that is not what it is represented to be and cannot reasonably avoid the injury because the truth is known only to Defendants.

77. Defendants’ deceptive and unfair acts and practices occurred in the course of conduct involving trade or commerce and occurred primarily and substantially in Illinois with respect to Plaintiff and the Illinois Subclass, each of whom saw the Zero Sugar Representations on, purchased, and paid for Products in Illinois, and each of whom was deceived by representations that Defendants created, approved, and disseminated from their headquarters in Chicago, Illinois.

78. No statute or regulation specifically authorizes Defendants to represent that a sweetener consisting of allulose contains “0g Sugar” or “zero sugar,” and the exemption in 815 ILCS 505/10b(1) does not apply.²³

²³The exemption in 815 ILCS 505/10b(1) for “[a]ctions or transactions specifically authorized by laws administered by any regulatory body or officer acting under statutory authority of this State or the United States” does not apply. No statute or regulation authorizes a “0g Sugar” or “zero sugar” claim for a food containing more than 0.5 grams of sugars; the governing regulation, 21 C.F.R. § 101.60(c)(1), forbids it. FDA’s 2020 allulose guidance is a nonbinding statement of enforcement discretion concerning the Nutrition Facts panel, not an authorization of nutrient content claims. *See Franco*, 184 F.4th at 606 (guidance “isn’t an interpretation of § 101.9(c)(6)(ii)—it’s an announcement of a change in enforcement policy,” and federal non-

79. As a direct and proximate result of Defendants’ deceptive and unfair acts and practices, Plaintiff and Illinois Subclass Members suffered actual damage, in that they purchased Products they would not otherwise have purchased, or paid a price premium for Products that were not as represented, and received Products worth less than the Products they were promised.

80. Defendants’ conduct was willful and wanton and undertaken with reckless disregard for the rights of consumers, in that Defendants knew from their own formulation, ingredient statements, and carbohydrate declarations that the Products are made of a sugar and nevertheless marketed them as containing none.

81. Pursuant to 815 ILCS 505/10a, Plaintiff and Illinois Subclass Members are entitled to actual damages, punitive damages, injunctive relief requiring Defendants to cease the Zero Sugar Representations, and reasonable attorneys’ fees and costs.

COUNT II
Violation of the Illinois Uniform Deceptive Trade Practices Act
815 ILCS 510/1 et seq.
(On Behalf of Plaintiff and the Illinois Subclass)

82. Plaintiff incorporates by reference and re-alleges the allegations in paragraphs 1 through 69 of this Complaint.

83. Plaintiff brings this claim individually and on behalf of the Illinois Subclass against Defendants.

84. Plaintiff, Illinois Subclass Members, and Defendants are “persons” within the meaning of 815 ILCS 510/1(5).

enforcement “should not have led Chobani to believe that the states would take a similar approach”).

85. Defendants engaged in deceptive trade practices in the course of their business in violation of 815 ILCS 510/2(a) by: (a) representing that the Products have characteristics and ingredients that they do not have, namely, that they contain no sugar, 815 ILCS 510/2(a)(5); (b) representing that the Products are of a particular standard or quality when they are of another, 815 ILCS 510/2(a)(7); and (c) engaging in other conduct that creates a likelihood of confusion or misunderstanding, 815 ILCS 510/2(a)(12).

86. Defendants' deceptive trade practices are ongoing. Defendants continue to label, market, and sell the Products with the Zero Sugar Representations, and Plaintiff and Illinois Subclass Members, who wish to purchase sweeteners that truly contain no sugar, are likely to be damaged by Defendants' continuing deceptive trade practices because they cannot rely on Defendants' labeling to determine whether the Products, as currently or subsequently formulated, in fact contain sugar.

87. Pursuant to 815 ILCS 510/3, Plaintiff and Illinois Subclass Members are entitled to injunctive relief prohibiting Defendants from continuing to label, market, and sell the Products with the Zero Sugar Representations, together with costs and reasonable attorneys' fees, because Defendants have willfully engaged in the deceptive trade practices alleged herein knowing them to be deceptive.

COUNT III
Unjust Enrichment

(On Behalf of Plaintiff and the Nationwide Class, in the Alternative)

96. Plaintiff incorporates by reference and re-alleges the allegations in paragraphs 1 through 69 of this Complaint.

97. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendants under Illinois law and the substantively identical law of the other states and the District of Columbia.

98. Plaintiff asserts this cause of action in the alternative to his legal claims, as permitted by Federal Rule of Civil Procedure 8(d)(2)–(3), to the extent that any legal remedy is held to be unavailable to Plaintiff or any Class Member.

99. Plaintiff and Class Members conferred a benefit on Defendants in the form of the purchase price, including a price premium, paid for the Products, which Defendants received directly or through their retailers and affiliates in the form of revenue from the sale of the Products.

100. Defendants knowingly accepted and retained that benefit under circumstances that make it inequitable for Defendants to retain it without payment of its value, because Defendants obtained the benefit through the false and misleading Zero Sugar Representations.

101. Defendants have been unjustly enriched at the expense of Plaintiff and Class Members in an amount to be determined at trial, and Plaintiff and Class Members are entitled to restitution and disgorgement of that unjust benefit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendants as follows:

- a) For an order certifying the Classes under Fed. R. Civ. P. 23, naming Plaintiff as representative of the Classes, and appointing Plaintiff's counsel as Class Counsel;
- b) For an order declaring that Defendants' conduct violates the statutes and regulations referenced herein;
- c) For an order finding in favor of Plaintiff and the Classes on all counts asserted herein;
- d) For actual damages under the asserted causes of action, and punitive damages under 815 ILCS 505/10a(a);

- e) For restitution and disgorgement to the extent permitted by applicable law;
- f) For injunctive relief as pleaded or as the Court may deem proper, including an order requiring Defendants to cease labeling, marketing, and selling the Products with the Zero Sugar Representations and to make affirmative disclosures sufficient to dispel the public misperception created by Defendants' conduct;
- g) For prejudgment and post-judgment interest on all amounts awarded;
- h) For an order awarding Plaintiff's and the Classes' reasonable attorneys' fees, expenses, and costs of suit, including under 815 ILCS 505/10a(c) and 815 ILCS 510/3; and
- i) For such other and further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: October 1, 2026

Respectfully submitted,

By: /s/ Samuel J. Strauss
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