

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

TIFFANY TAYLOR, individually and on
behalf of all other similarly situated,

Plaintiff,

v.

WK KELLOGG CO, a Delaware Corporation

Defendant.

Case No. 26-cv-06059

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Tiffany Taylor, by her attorneys, alleges upon information and belief, except for allegations pertaining specifically to Plaintiff, which are based on personal knowledge:

INTRODUCTION

1. This case concerns the prominent, unqualified “ZERO ADDED SUGAR” or “0g Added Sugar” representations (the “Representations”) used to sell two Special K cereals that tout that they do not contain sugar: Special K High Protein Zero Sugar Added Cereal and Special K Zero – 0g Added Sugar, respectively (the “Products”).

2. The message is simple. A reasonable consumer understands the Representations to mean that the Products contain no sugar. However, these unqualified claims do not communicate that the Products are formulated with four grams of a sugar ingredient per serving called allulose.

3. Allulose is a monosaccharide—a simple sugar—and falls within the Food and Drug Administration (“FDA”) regulatory definition of “sugars.” 21 C.F.R. § 101.9(c)(6)(ii).

4. Allulose is not a minor component of the Products. It is the Products’ principal sweetener.

5. Importantly, while the federal regulation governing “sugar free,” “no sugar,” and materially similar claims requires, among other things, that the food contain less than 0.5 gram of sugars per labeled serving,¹ the Products here contain around four grams of allulose per serving. Thus, the Products’ contain eight times what the regulations allow to legally make the Representations.

6. Representative current labels of competitor products that contain allulose place an asterisk after it and state that it “Adds A Trivial Amount Of Sugar” or use materially equivalent language. Such a disclaimer confirms that a product contains sugar. However, Defendant does not do that but instead it places a dagger symbol after the Representations that states that it is “Not a low calorie food.” This disclaimer does not cure the false Representations.

7. The FDA has exercised enforcement discretion concerning the numerical declaration of allulose on the Nutrition Facts panel. That nonbinding guidance does not amend the definition of “sugars,” does not authorize a front-label “ZERO SUGAR ADDED” claim, and does not displace the separate nutrient-content-claim regulation.

8. The Products are sold in many major retail locations located in New York and throughout the U.S. The package labeling looks like – or substantially like – this:

¹ 21 C.F.R. § 101.60(c)(1)(i).



9. Had Plaintiff and the Class (defined below) members known that the Products contained allulose they would have paid less for it or not have bought it at all.

10. This complaint seeks relief for Plaintiff and asserts causes of action for violations of New York consumer protection laws and unjust enrichment.

PARTIES

11. Plaintiff Taylor is a citizen of Queens County, New York. Based on the Representations, she purchased the Products on or about July 2025 through August 2026 believing they were sugar-free.

12. Defendant WK Kellogg Co. is a Delaware Corporation with its principal place of business at One Kellogg Square, Battle Creek, Michigan 49016-3599.

JURISDICTION AND VENUE

13. The Court has subject matter jurisdiction over the case pursuant to the Class Action Fairness Act, 28 U.S.C. §1332, because the case is brought as a class action under Fed. R. Civ. P. 23.

14. At least one proposed class member is of diverse citizenship from Defendant.

15. The proposed class and each proposed state-specific subclass includes more than 100 members, and the aggregate amount in controversy exceeds \$5,000,000, excluding interest and costs.

16. Venue is proper in this District under 28 U.S.C. § 1391 because Defendant engaged in substantial conduct relevant to Plaintiff's claims within this District and has caused harm to Class members residing within this District.

ALLEGATIONS OF FACT

A. Defendant Has Deceptively Marketed And Labeled The Products

17. As set forth in more detail below, Defendant has engaged in a scheme to deceive consumers by selling them a "ZERO SUGAR ADDED" or "0g ADDED SUGAR" cereal while actually adding the sugar allulose as a sweetener.

18. This deception was carried out intentionally in a bid to enrich Defendant.

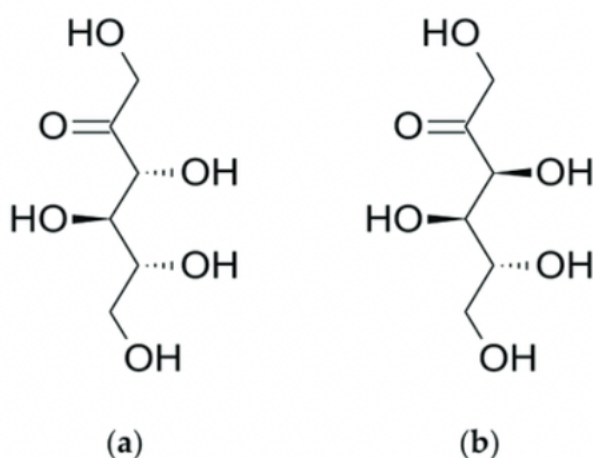
19. And it largely worked; consumers have been deceived into purchasing the Products based on the reasonable belief that no sugar was added in the processing and manufacturing of the Products. These consumers reasonably relied on Defendant's deceptive labeling and statements, and suffered damage because they were cheated out of the benefit of the bargain they believed they were getting when purchasing the product.

20. As shown above, the Products are prominently labeled with statements claiming that there is "ZERO SUGAR ADDED" or "0g SUGAR ADDED."

21. This is all a complete deception because Defendant sweetens the Products with allulose.

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

23. Allulose and fructose are both sugar carbohydrates that differ in the position of a single carbon atom. To illustrate, here is a diagram laying out the general chemical composition of allulose and fructose:²



Chemical structures of (a) D-allulose, (b) D-fructose

24. The FDA has confirmed in amicus briefing that allulose meets the regulatory definition of “Total Sugars” set forth in 21 C.F.R. 101.9(c)(6)(ii).

25. Recently, the Seventh Circuit also confirmed that, as a matter of law, that “Allulose is a sugar under” 21 C.F.R. 101.9(c)(6)(ii). *Franco v. Chobani, LLC*, No. 25-2087, 2026 WL 2150193, at *1 (7th Cir. July 27, 2026).

B. Defendant’s Deceptive Marketing, Labeling, And Conduct Constitute Consumer Fraud And Violate The Law

² Han-Joo Maeng et al., 8 MDPI Journal 448, Foods, *Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol*, October 1, 2019, https://www.researchgate.net/figure/Chemical-structures-of-a-D-allulose-b-D-fructose-c-D-glucose-and-d-erythritol_fig4_336222515 (last visited September 2, 2026)

26. Defendant has misled people about what they have been buying and putting into their bodies by labeling the Products in a way that is likely to, and does in fact, deceive Plaintiff and other reasonable consumers.

27. At all times, Defendant's misrepresentations and deceptions were intentional. Defendant knew that (a) it was adding allulose to the Products; (b) allulose is a sugar; (c) its own labels misrepresented the addition of sugar to the product; (d) reasonable consumers assumed the information on the labels was true when making purchasing decisions; (e) reasonable consumers would, and in fact did, rely on Defendant's deceptive misrepresentations and labels in making their purchasing decisions; and (f) Defendant did not give consumers the benefit of the bargain.

28. This deception was all carried out with the intent that Plaintiff and other consumers in NY and throughout the country would rely on the deceptive and unfair product labeling description.

29. In reliance on this intentional deception, Plaintiff was deprived of the benefit of the bargain because she did not receive what she thought she was paying for. Plaintiff would not have bought the Products, or would have paid less for them, had she known the truth. This deceptive conduct was carried out to enrich Defendant and its owners by boosting sales through fraudulent means.

30. Plaintiff does not allege that the Products were wholly worthless and does not rely on a full-refund theory. Her damages theory is the difference between the price paid for the Products and their value had they been truthfully labeled.

31. The same injury is common to the Class because each of the Products bore the materially uniform front-label claim even though they contained at least four grams of allulose per serving.

32. Defendant continues to sell the Products using the challenged representation. Unless enjoined, it is likely to continue the same labeling and advertising practice.

CLASS ALLEGATIONS

33. Plaintiff brings this case as a class action pursuant to Fed. R. Civ. P. 23 on behalf of the following classes:

(a) **Nationwide Class:** Plaintiff, on behalf of all persons in the United States who purchased, other than for resale, the Products at any time from during the statute of limitations and through trial (the “Nationwide Class”) and

(b) **New York Class:** Plaintiff, on behalf of all persons in New York State who purchased, other than for resale, the Products at any time during the statute of limitations and through trial (the “New York Class” and together with the Nationwide Class, the “Class”).

34. Excluded from the Class are Defendant and its officers and directors, agents, affiliates, subsidiaries, and authorized distributors and dealers; all class/subclass members that timely and validly request exclusion, and the Judge presiding over this action.

35. 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

36. The members of the Class are so numerous and geographically dispersed that joinder of all members is impracticable. On information and belief, there are tens of thousands, if not hundreds of thousands, of class members. This is because, in part, Defendant distributes its products in many major retail locations throughout the U.S.

37. There are numerous and substantial questions of law or fact common to all Class members that predominate over any individual issues. Included within the common questions of law or fact include, *inter alia*:

- (a) Whether Defendant engaged in the conduct alleged;
- (b) Whether Defendant misrepresented the contents, traits or ingredients of the Products;
- (c) Whether Defendant's claims are false, deceptive, and likely to mislead a reasonable person;
- (d) Whether Defendant's acts constitute deceptive, unfair and fraudulent business acts and practices;
- (e) Whether Plaintiff and the class members were deprived the benefit of the bargain;
- (f) Whether Defendant unjustly retained a benefit conferred by Plaintiff and the Class members;

38. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity than other available methods for the fair and efficient adjudication of this controversy.

39. The claims of Plaintiff are typical of the claims of Class members, in that they share the above-referenced facts and legal claims or questions with class members, and there is a substantially uniform relationship between the damage to Plaintiff and Defendant's conduct affecting the Class.

40. Plaintiff is an adequate Class representative because she has no interests adverse to the interests of the other Class Members.

41. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff has retained competent and experienced counsel.

42. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all class and subclass members is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

a. The claims presented by Plaintiff in this case predominate over any questions of law or fact, if any exist at all, affecting any individual member of the members of the Nationwide Class and the New York Class;

b. Given the value of each Class member's damages, few, if any, members could afford to or would seek legal redress individually for the wrongs Defendant committed against them;

c. The prosecution of separate actions by individual members of the class and state specific subclasses would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendant;

d. This action presents no difficulty that would impede its management by the Court as a class action, which is the best available means by which Plaintiff and members of the Class can seek redress for the harm caused to them by Defendant.

43. Further, bringing hundreds of thousands of individual claims for a product that generally costs under \$10 would overburden the courts and be an inefficient method of resolving the dispute at the center of this litigation. Adjudications with respect to individual members would, as a practical matter, be dispositive of the interest of other members who are not parties to the

adjudication and may impair or impede their ability to protect their interests. As a consequence, class treatment is a superior method for adjudication of the issues in this case.

COUNT ONE

**New York General Business Law (“GBL”) § 349
(On Behalf of Plaintiff and the New York Class)**

45. Plaintiff restates and realleges all preceding allegations as though fully set forth herein.

46. Defendant, by selling, distributing, designing, packaging, and marketing the Products, as set forth above and below engaged in materially misleading deceptive acts and practices.

47. Defendant’s conduct was such that it was likely to mislead a reasonable consumer acting reasonably under the circumstances.

48. The sale of the Products in New York is a deceptive act and practice in violation of § 349 of the GBL.

49. Because of Defendant’s materially misleading practices as described herein, Plaintiff and the New York Class purchased the Products and were damaged and suffered economic injuries because they were deprived of the benefit of their bargain.

50. Under §349(h), individuals, or a class of individuals, may bring an action to recover the greater of \$50 or actual damages, in addition to three times the actual damages, and may also seek and be awarded attorney's fees and costs. Plaintiff and the New York Class seek such relief.

COUNT TWO

**New York General Business Law (the “GBL”) § 350
(On Behalf of Plaintiff and the New York Class)**

51. Plaintiff restates and realleges the preceding allegations set forth above.

52. Defendant, by selling, distributing, designing, packaging, and marketing the Products, as set forth above and below, engaged in false advertising, as that term is defined by GBL §350-A

53. The Defendant labeled and advertised the Products in such a way as to be intentionally misleading in a material respect.

54. Because of Defendant's materially misleading practices as described herein, Plaintiff and the New York Class purchased the Products and suffered damages because they did not receive the benefit of their bargain.

55. Under §350-e, individuals, or a class of individuals, may bring an action to recover the greater of \$500 or actual damages, plus up to three times their actual damages, and may also seek and be awarded attorney's fees and costs. Plaintiff and the New York Class seek such relief.

COUNT THREE
Unjust Enrichment
(On Behalf of Plaintiff, the Nationwide Class and the New York Class)

56. Plaintiff incorporates the preceding paragraphs as if fully set forth herein.

57. At all times relevant hereto, Defendant deceptively marketed, advertised, and sold the Products to Plaintiff and the Classes.

58. Plaintiff and the Class conferred upon Defendant non-gratuitous payments for the Products that they would not have if not for Defendant's deceptive advertising and marketing. Defendant accepted or retained the non-gratuitous benefits conferred by Plaintiff and the Class, with full knowledge and awareness that, as a result of Defendant's deception, Plaintiff and the Class were not receiving a product of the quality, nature, fitness, or value that had been represented by Defendant and reasonable consumers would have expected.

59. Defendant has been unjustly enriched in retaining the revenues derived from

purchases of the Products by Plaintiff and the Classes, which retention under these circumstances is unjust and inequitable because Defendant misrepresented, among other things, that the Products contained no sugar, which caused injuries to Plaintiff and the Classes because they paid a price premium due to the misleading advertising and labeling on the Products.

60. Retaining the non-gratuitous benefits conferred upon Defendant by Plaintiff and the Classes under these circumstances made Defendant's retention of the non-gratuitous benefits unjust and inequitable. Thus, Defendant must pay restitution to Plaintiff and the Classes for unjust enrichment, in an amount to be determined by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, including the members of each class respectfully request that the Court enter judgment in their favor against Defendant as follows:

- A. Certifying the Nationwide Class and the New York Class under Federal Rule of Civil Procedure 23 as requested herein;
- B. Appointing Plaintiff as a class representative and Plaintiff's Counsel as class counsel for each class;
- C. Awarding Plaintiff and the members of each class actual, compensatory, punitive, statutory, treble, equitable and/or consequential damages;
- D. Awarding Plaintiff and each member of the Class reasonable attorneys' fees, costs, and expenses; and,
- E. Granting such other relief as the Court deems just and appropriate.

JURY TRIAL DEMANDED

Plaintiff demands a jury trial on all issues.

Dated: September 29, 2026

Respectfully submitted,

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