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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ARIELLE CHEN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

TARGET CORPORATION,

Defendant.

Case No.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Arielle Chen ("Plaintiff") brings this action on behalf of herself and all others similarly situated against Target Corporation ("Defendant"). Plaintiff makes the following allegations pursuant to the investigation of her 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 herself and all similarly situated consumers who purchased Defendant's up&up Sugar-Free Hydration Supplement Powder, labeled "Sugar-Free Electrolyte Drink Mix" (collectively, the "Products").[1]

2. Defendant markets and advertises the Products on their front labels as "Sugar-Free" (the "Sugar-Free Representation"). However, unbeknownst to consumers, the Products contain sugar in the form of allulose. Allulose is a monosaccharide and therefore a sugar under the applicable federal labeling standards.

3. Based on their ingredient composition and label declarations, the Products contain, on information and belief, more than 0.5 gram of allulose per labeled serving. The Products' labels list allulose first and include the ingredient-list statement "ADDS A DIETARILY INSIGNIFICANT AMOUNT OF SUGAR." That statement does not excuse failure to satisfy the separate quantity limitation for a sugar-free claim. 21 C.F.R. § 101.60(c)(1)(i)–(ii). Defendant's Sugar-Free Representation is therefore false, misleading, and impermissible.

4. Accordingly, Plaintiff brings claims against Defendant for violations of: (1) California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq.; (2) California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; (3)

[1] The Products are Defendant's up&up Sugar-Free Hydration Supplement Powder, labeled "Sugar-Free Electrolyte Drink Mix," in Lemon Lime, White Peach, Green Grape, and Grapefruit flavors, including variety packs and the six- and twenty-packet configurations bearing the challenged representation.

California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq.; (4) materially similar state consumer-protection statutes; and (5) unjust enrichment.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A) because this is a class action in which 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 Defendant.

6. This Court has specific personal jurisdiction over Defendant because Defendant purposefully directs the marketing, distribution, and sale of the Products to consumers in California, including through its Target stores in this District, and Plaintiff's claims arise out of or relate to those activities, including her purchase of the Product at a Target store in Los Angeles, California.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Plaintiff's claims, including Plaintiff's purchase of the Product, occurred in this District. Plaintiff purchased the Product from a Target store in Los Angeles, California, on April 9, 2026. The transaction occurred in Los Angeles County, within this District's Western Division. 28 U.S.C. § 84(c)(2). Venue is also proper under Cal. Civ. Code § 1780(d) because the transaction giving rise to Plaintiff's claims occurred in Los Angeles County.

PARTIES

8. Plaintiff Arielle Chen resides in New York, New York. On April 9, 2026, Plaintiff purchased a variety pack of up&up Sugar-Free Hydration Supplement Powder (the "Product") for her personal use from a Target store in Los Angeles, California, for $20.00. Before making her purchase, Plaintiff saw and relied on the Product's prominent "Sugar-Free" representation. Based on that representation, Plaintiff reasonably believed that the Product contained no sugar. The representation was part of the basis of Plaintiff's bargain, and she would not have purchased the

Product on the same terms had she known it was untrue. Plaintiff also paid a price premium because of Defendant's false and misleading Sugar-Free Representation but did not receive the benefit of her bargain because each serving of the Product contains, on information and belief, more than 0.5 gram of allulose. Had Plaintiff known the truth, she would not have purchased the Product or would have paid substantially less.

9. Plaintiff remains interested in purchasing electrolyte drink mixes that truly are sugar free. However, she cannot know for certain whether Defendant's false labeling has been or will be corrected, and the Products' composition may change over time. If Defendant continues to make the Sugar-Free Representation, Plaintiff will be unable to make informed purchasing decisions and is likely to be misled again unless Defendant is required to ensure that the Products' labeling is 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.

10. Defendant Target Corporation is a Minnesota corporation with its principal place of business and headquarters in Minneapolis, Minnesota. Defendant markets, distributes, and sells the Products under the up&up brand throughout California and the United States, including this District, and, on information and belief, manufactures or causes them to be manufactured and controls their labeling.

FACTUAL ALLEGATIONS

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

11. 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.[2]

[2]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-May-2022.pdf.

12. 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.[3] 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.[4] The American Heart Association recommends limiting added sugars to no more than 6 percent of daily calories.[5]

13. Food and beverage manufacturers are aware of this demand and of the premium consumers will pay to satisfy it. Products labeled "sugar free," "no sugar," and "zero sugar" command higher prices than comparable products that do not bear those claims, and manufacturers reserve the front principal display panel of their packaging for the claims they believe will most motivate a purchase.

14. Defendant has capitalized on that demand. It sells the Products containing allulose — a monosaccharide sugar — while representing them as "Sugar-Free." Defendant thereby obtained an unfair competitive advantage over competitors that accurately label comparable sweetened electrolyte drink mixes.

B. Defendant's Sugar-Free Representation and Warranties

15. Defendant prominently represents on the front principal display panels of the Products that they are "Sugar-Free." This statement is referred to herein as the "Sugar-Free Representation." The Products and the Sugar-Free Representation are depicted below:

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[3] U.S. Department of Health and Human Services & U.S. Department of Agriculture, Dietary Guidelines for Americans, 2025–2030, at 5 (Jan. 2026), https://cdn.realfood.gov/DGA.pdf

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

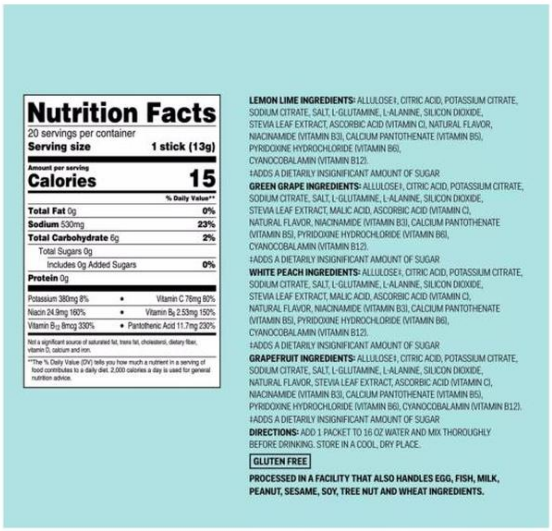
[5] American Heart Association, Added Sugars, https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars.

up&up Sugar-Free Electrolyte Drink Mix — 4-Flavor Variety Pack

up&up Sugar-Free Electrolyte Drink Mix
4-Flavor Variety Pack



Front label



Nutrition Facts and ingredient label



Enlargement of the front-label representation

up&up Sugar-Free Electrolyte Drink Mix — Lemon Lime

up&up Sugar-Free Electrolyte Drink Mix
Lemon Lime



Front label



Nutrition Facts and ingredient label



Enlargement of the front-label representation

16. The Sugar-Free Representation communicates to reasonable consumers that the Products contain no sugar. That is the plain and ordinary meaning of "Sugar-Free."

17. The Sugar-Free Representation is an absolute, objective, and quantitative claim concerning whether the Products contain sugar. That claim is demonstrably false: each labeled serving of the Products contains, on information and belief, more than 0.5 gram of allulose — a sugar.

18. The Products' information panels reinforce, rather than cure, the materially misleading impression created by the Sugar-Free Representation. The Nutrition Facts panels declare 0 grams of Total Sugars and 0 grams of Added Sugars. The ingredient statements identify allulose first and state that it "ADDS A DIETARILY INSIGNIFICANT AMOUNT OF SUGAR," but do not disclose the amount of allulose per serving. That statement does not cure the materially misleading impression created by the Sugar-Free Representation or satisfy the separate quantity limitation for that claim.

C. Allulose Is a Sugar

19. Allulose is a sugar.

20. 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."[6] Allulose is accordingly "a rare sugar," and "a

[6] Han-Joo Maeng *et al.*, Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol, 8 Foods art. 448, at 1 (2019), https://doi.org/10.3390/foods8100448.

monosaccharide that is low in calories and that maintains approximately 70% of sweetness relative to sugar."[7]

21. 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."[8] 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," which "are now widely used as sugar substitutes."[9]

22. Because allulose is less sweet than table sugar, it is used in gram-scale quantities as a bulk sweetener. High-intensity sweeteners such as saccharin, aspartame, acesulfame potassium, neotame, sucralose, and advantame are approximately 200 to 20,000 times as sweet as sucrose.[10] By contrast, allulose has approximately 70% of sucrose's sweetness and is used in gram-scale quantities as a bulk sweetener.[11]

23. 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."[12] It is used as "a partial replacement

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[7] Youngji Han et al., Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults. A Non-Randomized Controlled Trial, 10 Nutrients art. 2010, at 1–2 (2018), https://doi.org/10.3390/nu10122010.

[8] Maeng *et al.*, supra note 6, at 2.

[9] *Maeng et al.*, *supra* note 6, at 9–10.

[10] U.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 Aug. 18, 2026).

[11] Mengting Tao, Wenli Zhang & Wanmeng Mu, D-Allulose: A New Generation of Potential Bulk Sweeteners in the Food Industry, 73 J. Agric. & Food Chem. 27,833, 27,833–35 (2025) (Viewpoint), https://doi.org/10.1021/acs.jafc.5c13620.

[12] *Han et al.*, supra note 7, at 10.

of added sugars."[13] Allulose is "widely regarded as a promising substitute for sucrose"—that is, a substitute for table sugar, and one that is itself a sugar.[14]

24. In the Products, allulose is the first-listed and predominant ingredient by weight. On information and belief, each labeled serving contains more than 0.5 gram of allulose, as explained below.

25. 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 exclude the substance.[15] 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).

26. The Calorie Control Council 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."[16]

27. Allulose appears first in each Product's ingredient statement, before citric acid, electrolyte salts, and every remaining ingredient. Under federal labeling law, ingredients must be listed in descending order of predominance by weight unless ingredients present at 2 percent or less are grouped after an appropriate quantifying phrase. 21 C.F.R. § 101.4(a)(1)–(2). The Products' ingredient statements

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[13] *Id.*

[14] Wenli Zhang *et al*., D-Allulose, a Versatile Rare Sugar: Recent Biotechnological Advances and Challenges, 63 Critical Revs. Food Sci. & Nutrition 5661, 5661 (2023) (published online Dec. 29, 2021), https://doi.org/10.1080/10408398.2021.2023091.

[15] Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,796 (May 27, 2016).

[16] Calorie Control Council, Allulose, https://caloriecontrol.org/ingredients/sweeteners/allulose/ (last visited Aug. 11, 2026).

use no such grouping phrase. Allulose is therefore present in at least as great an amount by weight as every other listed ingredient.

28. The representative labels declare a serving size of one 13-gram stick, 6 grams of Total Carbohydrate, 0 grams of Total Sugars, and 0 grams of Added Sugars. The ingredient statements for the Lemon Lime, White Peach, Green Grape, and Grapefruit flavors each identify fewer than 20 ingredients, with allulose listed first.

29. Because allulose is the first-listed ingredient, it must comprise at least an equal share of the serving's weight when compared with every other listed ingredient. Even using 19 ingredients, a 13-gram serving divided among those ingredients yields more than 0.68 gram per ingredient on average. The most predominant ingredient cannot weigh less than that average.

30. If allulose weighed no more than 0.5 gram per serving, no later-listed ingredient could weigh more than 0.5 gram. Even 19 such ingredients would total no more than 9.5 grams, less than the declared 13-gram serving. The ingredient order, ingredient count, and serving weight therefore support the inference that allulose exceeds 0.5 gram per serving.

31. Taken together—allulose's first position in every flavor's ingredient statement, the declared 13-gram serving, and fewer than 20 listed ingredients—these facts support a reasonable inference that the Products contain more than 0.5 gram of allulose per labeled serving. The labels do not disclose an exact allulose quantity, and Plaintiff does not allege that the entire declared carbohydrate amount is allulose. The exact amount is within Defendant's knowledge and will be determined through discovery.

D. <u>The Products Violate the FDA Nutrient Content Regulations</u>

32. Congress empowered FDA to oversee and regulate food labeling by enacting the Federal Food, Drug, and Cosmetic Act, as amended by the Nutrition

Labeling and Education Act, 21 U.S.C. § 301 et seq. The FDA promulgated the relevant food-labeling regulations in 21 C.F.R. part 101.

33. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c). By contrast, the Sugar-Free Representation appears outside the Nutrition Facts panel on the Products' front labels and expressly characterizes the level of sugar in the Products.

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

35. The Sugar-Free Representation is a nutrient-content claim because it expressly characterizes the level of sugar. 21 C.F.R. § 101.13(b). As such, it is governed by 21 C.F.R. §§ 101.13 and 101.60(c)(1).

36. Section 101.60(c)(1) specifically governs the use of the "sugar-free" nutrient-content claim at issue here. As relevant here, paragraph (i) provides that a sugar-free claim may not be used on the label or in labeling of a food unless:

> "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."

37. Paragraph (ii) separately provides that the claim may not be used on the label or in labeling of a food unless:

> "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.'"

38. The requirements of 21 C.F.R. § 101.60(c)(1)(i)–(ii) are conjunctive; each must be satisfied.

39. The Products do not satisfy subsection (i). Section 101.9(c)(6)(ii) defines Total Sugars as "the sum of all free mono- and disaccharides." Allulose is a free monosaccharide and falls squarely within that definition. On information and belief, each labeled serving contains more than 0.5 gram of allulose. The Products therefore cannot satisfy § 101.60(c)(1)(i)'s requirement that they contain less than 0.5 gram per reference amount customarily consumed and per labeled serving.

40. The Products' ingredient statements identify allulose with a marker referring to the statement "ADDS A DIETARILY INSIGNIFICANT AMOUNT OF SUGAR." That statement addresses § 101.60(c)(1)(ii), but does not waive the independent requirement in subsection (i) that the food contain less than 0.5 gram of sugars per reference amount customarily consumed and per labeled serving. The ingredient-list statement therefore does not authorize the Sugar-Free Representation when the Products exceed that quantity limitation.

41. FDA's nonbinding allulose guidance does not alter that failure. 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 an outside-panel "Sugar-Free" claim.[17]

42. Because the Products bear false, misleading, and impermissible outside-panel nutrient-content claims, they are misbranded under federal law. 21 U.S.C. §

[17] U.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.

343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.12(b), 101.13(a), (b), (b)(1), and (c), and 101.60(a)(1)–(3), (c)(1). Plaintiff does not seek to enforce the FDCA directly. She seeks relief under independently enforceable state consumer-protection laws, including California's Sherman Law provisions adopting requirements identical to federal food-labeling requirements, and independently alleges that the Sugar-Free Representation misleads reasonable consumers.

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

43. Defendant's labeling, including the package-front Sugar-Free Representation, and its distribution and sale of the Products violate the misbranding provisions of California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the "Sherman Law"), which adopts federal food-labeling regulations as California regulations. Cal. Health & Safety Code § 110100(a).

44. Defendant's labeling, distribution, and sale of the Products violate the Sherman Law's misbranding provisions, including:

(a) Section 110660 (a food is misbranded if its labeling is false or misleading in any particular);

(b) Section 110670 (a food is misbranded if its labeling does not conform with the requirements for nutrient-content or health claims set forth in 21 U.S.C. § 343(r));

(c) Section 110760 (making it unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded);

(d) Section 110765 (making it unlawful for any person to misbrand any food); and

(e) Section 110770 (making it unlawful for any person to receive in commerce any food that is misbranded or to deliver or proffer for delivery any such food).

45. Defendant's labeling, distribution, and sale of the Products also violate the Sherman Law's false-advertising provisions, including:

(a) Section 109885, which defines "advertisement" to include representations on products and their packages, and Section 110390, which prohibits dissemination of food advertisements that are false or misleading in any particular;

(b) Section 110395 (making it unlawful to manufacture, sell, deliver, hold, or offer to sell any falsely or misleadingly advertised food);

(c) Sections 110398 and 110400 (making it unlawful to advertise misbranded food or to deliver or proffer for delivery any food that has been falsely or misleadingly advertised).

46. Because the Products bear "Sugar-Free" nutrient-content claims despite containing, on information and belief, more than 0.5 gram of allulose per labeled serving, the Products are misbranded and falsely advertised under California law, and Defendant's labeling, distribution, and sale of the Products are unlawful.

F. Reasonable Consumers Cannot Detect Defendant's Deception

47. Reasonable consumers have no reason to search the side or back panels when presented with the conspicuous front-panel representation that the Products are "Sugar-Free." Consumers are not expected to look beyond a misleading representation on the front of a package to discover that the representation is false. But even if they did, the Nutrition Facts panels declare 0 grams of Total Sugars and 0 grams of Added Sugars. The ingredient statements identify allulose and state that it "ADDS A DIETARILY INSIGNIFICANT AMOUNT OF SUGAR," but do not disclose its quantity or explain that the Products exceed the quantity limitation for the Sugar-Free Representation. Allulose is not a common household name. Reasonable consumers, including Plaintiff, are unlikely to infer from that statement that the Products contain more than the amount of sugar permitted for the front-label claim.

48. Consumers are also not required to conduct independent scientific testing or research into the chemical classification of listed ingredients to verify express label claims. Reasonable consumers do not possess specialized knowledge of carbohydrate

chemistry. Defendant is responsible for ensuring that its express labeling claims are truthful and not misleading.

G. Defendant Knew the Sugar-Free Representation Was False

49. Defendant knew, or should have known, that the Sugar-Free Representation was false, misleading, deceptive, and unlawful when it marketed, advertised, labeled, distributed, and sold the Products. Specifically, Defendant knew that (a) the Products contain allulose; (b) allulose is a sugar; (c) the Sugar-Free Representation communicated that the Products contained no sugar; (d) reasonable consumers would rely on the Sugar-Free Representation when purchasing; (e) consumers would not receive the represented benefit of the bargain; (f) the Sugar-Free Representation enabled Defendant to charge a premium; and (g) the ingredient-list sugar qualifier does not excuse the Products' failure to satisfy the separate quantity limitation in § 101.60(c)(1)(i).

50. Defendant, as the store-brand marketer and retailer of the Products, controlled, authored, supplied, authorized, approved, adopted, or materially participated in making the Sugar-Free Representation on the Products' front labels. Defendant could have stopped using the Sugar-Free Representation, corrected the labeling, or reformulated the Products to ensure that the representation was true. Despite its knowledge that consumers reasonably rely on the Sugar-Free Representation, Defendant chose to continue using it, thereby causing consumers to buy or overpay for the Products.

H. Defendant's Sugar-Free Representation Injured Plaintiff and the Classes

51. Defendant concealed or failed to disclose material facts about the Products, including (a) allulose's status as a monosaccharide sweetener; (b) the inferred material quantity of allulose; (c) the fact that, despite the ingredient-list sugar qualifier, the Products contain more than the quantity of sugar permitted for

the Sugar-Free Representation; (d) the facts that render the Sugar-Free Representation false, misleading, or noncompliant under 21 C.F.R. § 101.60(c)(1)(i); and (e) the fact that the Products are misbranded under federal and California law when sold bearing the Sugar-Free Representation.

52. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive Sugar-Free Representation and omissions, Defendant injured Plaintiff and the 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) with respect to Plaintiff and the California Subclass, purchased misbranded Products that could not lawfully have been sold because they violate FDA regulations and California's Sherman Law.

I. Plaintiff Lacks an Adequate Remedy at Law

53. Plaintiff lacks an adequate remedy at law for the future harm described above. Damages cannot remedy her inability to rely on Defendant's Sugar-Free Representation when deciding whether to purchase the Products in the future. Only injunctive relief requiring Defendant to cease or correct the misleading Sugar-Free Representation can address that prospective harm.

54. 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.

55. Equitable relief is additionally appropriate because the statutes of limitations for the asserted causes of action vary. The UCL carries a four-year limitations period, which may reach purchases not fully remediable under other causes of action.

56. The scope of actionable misconduct under the FAL and UCL is also broader than under the other causes of action asserted here. The FAL and UCL prohibit

Defendant's fraudulent package-labeling scheme. Plaintiff's common-law claims are more limited, focusing on duties arising from Defendant's Sugar-Free Representation at the point of purchase. The UCL may also borrow statutory prohibitions that do not themselves create a private cause of action.

CLASS ACTION ALLEGATIONS

57. Plaintiff brings this action on behalf of herself and all others similarly situated under Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3). The proposed classes are defined below (collectively, the "Classes"):

> **Nationwide Class:** All persons in the United States who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use.
>
> **Multi-State Consumer Protection Subclass:** All persons who, during the maximum period permitted by law, purchased one or more of the Products for personal use in a state with a consumer-protection statute materially similar to the statutes identified herein.
>
> **California Subclass:** All persons in California who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal use.

58. The Classes do not include: (1) Defendant or its officers or directors; (2) the Judge or Magistrate Judge assigned to this action; (3) the assigned Judge's or Magistrate Judge's staff and family; or (4) Plaintiff's counsel or Defendant's counsel.

59. Plaintiff reserves the right to amend the class definitions and add classes or subclasses as appropriate based on investigation, discovery, and the specific theories of liability.

60. **Community of Interest:** There is a well-defined community of interest among members of the Classes, and the disposition of their claims in a single action will provide substantial benefits to all parties and to the Court.

61. **Numerosity:** While the exact number of Class Members is unknown to Plaintiff and can be determined only through discovery, upon information and belief, they number at least in the thousands, and joinder is impracticable. Class Members may be notified through Defendant's and third-party retailers' distribution and sales records and by publication.

62. **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. These common legal and factual questions include, but are not limited to:

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

(b) Whether each labeled serving of the Products contains more than 0.5 gram of allulose and the Products fail the governing conditions for the Sugar-Free Representation, including 21 C.F.R. §§ 101.13 and 101.60(c)(1);

(c) Whether reasonable consumers would understand Defendant's representations and warranties concerning the Products to be untrue or misleading;

(d) Whether Defendant's representations and warranties were material;

(e) Whether the Products are misbranded under federal law and, with respect to the California Subclass, California law;

(f) Whether Defendant was unjustly enriched as a result of the unlawful conduct alleged in this Complaint;

(g) Whether Plaintiff and Class Members suffered damages as a result of Defendant's actions and the amount of those damages;

(h) Whether Plaintiff and Class Members are entitled to statutory damages; and

(i) Whether Plaintiff and Class Members are entitled to attorneys' fees and costs.

63. **Typicality:** Plaintiff's claims are typical of those of other Class Members because Plaintiff was exposed to Defendant's Sugar-Free Representation, purchased a Product in reliance on it, and suffered the same type of economic loss.

64. **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 skilled and experienced counsel.

65. **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 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 with respect to some or all issues 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 Defendant to inconsistent obligations.

CAUSES OF ACTION

COUNT I
Violation of California's Consumers Legal Remedies Act ("CLRA")
Cal. Civ. Code § 1750 et seq.
(On Behalf of Plaintiff and the California Subclass)

66. Plaintiff incorporates by reference each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

67. Plaintiff brings this claim individually and on behalf of the California Subclass against Defendant.

68. Civil Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have."

69. Civil Code § 1770(a)(7) prohibits "[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another."

70. Civil Code § 1770(a)(9) prohibits "advertising goods or services with intent not to sell them as advertised."

71. Defendant profited from sales of the falsely and deceptively advertised Products by representing that they are "Sugar-Free" even though they contain allulose, a sugar, as their first-listed and predominant ingredient in amounts exceeding the limit for that claim.

72. Defendant's wrongful business practices constituted, and still constitute, a continuing course of conduct in violation of the CLRA.

73. Pursuant to Cal. Civ. Code § 1782(d), Plaintiff currently seeks injunctive relief only under the CLRA. This claim does not request CLRA damages at this time.

74. Plaintiff reserves the right to amend the Complaint to request damages and other available CLRA relief after complying with Cal. Civ. Code § 1782(a) and the applicable timing requirements of section 1782(d).

COUNT II
Violation of California's Unfair Competition Law ("UCL")
Cal. Bus. & Prof. Code § 17200 et seq.
(On Behalf of Plaintiff and the California Subclass)

75. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

76. Plaintiff brings this claim individually and on behalf of the California Subclass against Defendant.

77. Defendant violated California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200–17210, by engaging in unlawful, unfair, and fraudulent business practices.

78. The UCL defines unfair competition to "mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code." Cal. Bus. & Prof. Code § 17200. A business act or practice is unlawful if it violates any established state or federal law. A practice is unfair if it (1) offends public policy; (2) is immoral, unethical, oppressive, or unscrupulous; or (3) causes substantial injury to consumers. The UCL allows a person who has suffered injury in fact and lost money or property to prosecute a civil action for violation of the UCL. Cal. Bus. & Prof. Code § 17204.

79. Defendant's acts, as described above, constitute unlawful, unfair, and fraudulent business practices pursuant to California Business & Professions Code § 17200 *et seq.*

80. Defendant violated the UCL's proscription against unlawful business practices through its violations of the FAL, Cal. Bus. & Prof. Code § 17500 et seq.; the CLRA, Cal. Civ. Code § 1750 et seq.; and the Sherman Law, including Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760, 110765, and 110770. Through the Sherman Law's adoption of federal food-

labeling requirements, Defendant also violated the parallel standards in 21 U.S.C. § 343(a)(1), (r)(1)(A) and 21 C.F.R. §§ 101.9(c)(6)(ii), 101.12(b), 101.13(a), (b), (b)(1), and (c), and 101.60(a)(1)–(3), (c)(1).

81. Defendant also violated the UCL's proscription against unfair business practices. Defendant's acts, omissions, misrepresentations, practices, and nondisclosures are substantially injurious to consumers, offend public policy, and are immoral, unethical, oppressive, and unscrupulous. The gravity of Defendant's conduct outweighs any asserted benefit. There is no utility in representing as Sugar-Free electrolyte drink mixes that contain, on information and belief, more than 0.5 gram of allulose per labeled serving. Defendant's false and misleading representations also disadvantage competitors that either do not make similar claims or formulate their products to conform to them.

82. Plaintiff and California Subclass Members suffered substantial injury by buying Products they would not have purchased absent Defendant's unlawful, fraudulent, and unfair labeling, packaging, and omissions concerning allulose.

83. The gravity of Defendant's conduct outweighs any justification, particularly considering lawful alternatives. Defendant could have removed the Sugar-Free Representation, corrected the labeling, or reformulated the Products. Its conduct offends established public policy and substantially injures Plaintiff and California Subclass Members.

84. Plaintiff and California Subclass Members could not reasonably have avoided their injury or known that the prominent labeling was inaccurate. Consumers lack specialized knowledge to identify allulose as a free monosaccharide and are not required to reconcile the front-panel promise with the Nutrition Facts and ingredient information.

85. Under California Business & Professions Code § 17203, Plaintiff and California Subclass Members seek restitution, injunctive relief, attorneys' fees, and all other relief the Court deems proper.

COUNT III
Violation of California's False Advertising Law
Cal. Bus. & Prof. Code § 17500
(On Behalf of Plaintiff and the California Subclass)

86. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

87. Plaintiff brings this claim on behalf of herself and the California Subclass against Defendant.

88. Defendant's acts and practices have deceived or are likely to deceive California Subclass Members and the public. Defendant represents on the Products' front labels that they are "Sugar-Free," even though each labeled serving contains, on information and belief, more than 0.5 gram of allulose.

89. Defendant has disseminated uniform package labeling regarding the Products throughout California and the United States. The labeling was unfair, deceptive, untrue, or misleading within the meaning of Cal. Bus. & Prof. Code § 17500 and was intended and likely to deceive consumers.

90. In making and disseminating these statements, Defendant knew, or should have known, its package labeling was untrue or misleading. Plaintiff and California Subclass Members based their purchasing decisions on the materially false Sugar-Free Representation and were injured in fact and lost money or property as a result.

91. Defendant's misrepresentations concerning the material facts described above constitute false and misleading advertising and therefore violate Cal. Bus. & Prof. Code § 17500 et seq.

92. Plaintiff and California Subclass Members seek restitution, injunctive relief, attorneys' fees, and all other relief the Court deems proper.

COUNT IV
Violation of Consumer Protection Statutes
(On Behalf of Plaintiff and the Multi-State Consumer Protection Subclass)

93. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

94. Plaintiff brings this claim individually and on behalf of the Multi-State Consumer Protection Subclass against Defendant.[18]

95. Defendant represents that the Products are "Sugar-Free," even though each labeled serving contains, on information and belief, more than 0.5 gram of allulose. The foregoing deceptive acts and practices were directed at consumers.

96. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the nature and value of the Products.

[18] While discovery may alter the following, Plaintiff asserts that the states with similar consumer fraud laws under the facts of this case include, but are not limited to: Alaska Stat. § 45.50.471 et seq.; Ariz. Rev. Stat. §§ 44-1521 et seq.; Ark. Code § 4-88-101 et seq.; Cal. Bus. & Prof. Code § 17200 et seq.; Cal. Civ. Code § 1750 et seq.; Colo. Rev. Stat. Ann. § 6-1-101 et seq.; Conn. Gen. Stat. § 42-110a et seq.; 6 Del. Code § 2513 et seq.; D.C. Code § 28-3901 et seq.; Fla. Stat. Ann. § 501.201 et seq.; Ga. Code Ann. § 10-1-390 et seq.; Haw. Rev. Stat. § 480-2 et seq.; Idaho Code Ann. § 48-601 et seq.; 815 ILCS 505/1 et seq.; Ind. Code § 24-5-0.5-2 et seq.; Kan. Stat. Ann. § 50-623 et seq.; Ky. Rev. Stat. Ann. § 367.110 et seq.; La. Rev. Stat. § 51:1401 et seq.; Me. Rev. Stat. tit. 5, § 207 et seq.; Md. Code Ann., Com. Law § 13-301 et seq.; Mass. Gen. Laws ch. 93A et seq.; Mich. Comp. Laws § 445.901 et seq.; Minn. Stat. § 325F et seq.; Mo. Rev. Stat. § 407 et seq.; Neb. Rev. Stat. §§ 59-1601 et seq.; Nev. Rev. Stat. § 41.600 et seq.; N.H. Rev. Stat. § 358-A:1 et seq.; N.J. Stat. Ann. § 56:8 et seq.; N.M. Stat. Ann. § 57-12-1 et seq.; N.Y. Gen. Bus. Law § 349 et seq.; N.C. Gen. Stat. § 75-1.1 et seq.; N.D. Cent. Code § 51-15 et seq.; Ohio Rev. Code § 1345.01 et seq.; Okla. Stat. tit. 15, § 751 et seq.; Or. Rev. Stat. § 646.605 et seq.; 73 Pa. Stat. § 201-1 et seq.; R.I. Gen. Laws § 6-13.1-5.2(b); S.C. Code Ann. §§ 39-5-10 et seq.; S.D. Codified Laws § 37-24-1 et seq.; Tenn. Code Ann. § 47-18-101 et seq.; Tex. Bus. & Com. Code § 17.41 et seq.; Utah Code Ann. § 13-11-1 et seq.; 9 V.S.A. § 2451 et seq.; Va. Code §§ 59.1-196 et seq.; Wash. Rev. Code § 19.86.010 et seq.; W. Va. Code § 46A et seq.; Wis. Stat. § 100.18 et seq.; and Wyo. Stat. Ann. § 40-12-101 et seq.

97. As a result of Defendant's deceptive practices, Plaintiff and Multi-State Consumer Protection Subclass Members suffered economic injury because they would not have purchased the Products or would have paid less had they known the Products did not conform to the Sugar-Free Representation.

98. Plaintiff and Multi-State Consumer Protection Subclass Members seek actual damages, statutory damages, punitive damages, and reasonable attorneys' fees and costs as allowed by applicable law, excluding CLRA damages at this time.

COUNT V
Unjust Enrichment
(On Behalf of Plaintiff and the Nationwide Class)

99. Plaintiff incorporates by reference and re-alleges the allegations contained in all preceding paragraphs of this Complaint.

100. Plaintiff brings this claim individually and on behalf of the Nationwide Class against Defendant under California law or, in the alternative, under the substantially similar laws of the states applicable to Nationwide Class Members.

101. To the extent required, Plaintiff asserts this cause of action in the alternative to her legal claims, as permitted by Federal Rule of Civil Procedure 8.

102. Defendant's false and misleading Sugar-Free Representation caused Plaintiff and Class Members to pay a price premium for the Products.

103. Defendant thereby received a direct and unjust benefit at the expense of Plaintiff and Class Members.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks judgment against Defendant 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 Defendant's conduct violates each of the statutes referenced herein;

c) For actual and statutory damages available under the asserted causes of action, excluding CLRA damages at this time;

d) For prejudgment interest on all amounts awarded;

e) For restitution to the extent permitted by applicable law;

f) For injunctive relief as pleaded or as the Court may deem proper;

g) For an order awarding Plaintiff's and the Classes' reasonable attorneys' fees, expenses, and costs of suit; and

h) 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: November 5, 2026

Respectfully submitted,

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