UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANNABELLE NIELSEN, individually and on behalf of all others similarly situated,

Plaintiff,

v.

CELSIUS HOLDINGS, INC., a Nevada corporation, and CELSIUS, INC., a Nevada corporation,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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Plaintiff Annabelle Nielsen, through her undersigned counsel, on behalf of herself and all others similarly situated, brings this Class Action Complaint against Defendants Celsius Holdings, Inc. and Celsius, Inc. ("Celsius" or "Defendants"). The following facts are alleged based upon personal knowledge, where applicable, information and belief, and the investigation of counsel.

I. INTRODUCTION

1. Consumers increasingly care about the content of and functional benefits provided by the products they purchase. This trend is true for beverages, and especially true for functional beverages like energy drinks, probiotic drinks, and vitamin-enhanced drinks.[1]

2. Defendants Celsius Holdings, Inc. and Celsius, Inc. ("Celsius" or "Defendants") sells energy drinks under the brand name CELSIUS,[2] and has, by its own account, the second largest energy drink portfolio in the country with 20% of the market share.[3]

[1] *Press release: EY Consumer Beverage Survey: New consumer research finds health-led choices, generational changes and digital discovery are redefining beverage expectations*, EY, Mar. 9, 2026, https://www.ey.com/en_us/newsroom/2026/03/ey-consumer-beverage-survey (last accessed Oct. 21, 2026).

[2] As used herein, "Healthwashed Energy Products" or "Products" includes, but is not limited to: CELSIUS Essential Energy Sparkling Galaxy Vibe, CELSIUS Essential Energy Sparkling Astro Vibe, CELSIUS Essential Energy Sparkling Tropical Vibe, CELSIUS Essential Energy Sparkling Peach Vibe, CELSIUS Essential Energy Sparkling Raspberry Peach, CELSIUS Essential Energy Sparkling Wild Berry, CELSIUS Essential Energy Sparkling Watermelon, CELSIUS Essential Energy Sparkling Grape Rush, CELSIUS Essential Energy Sparkling Orange, CELSIUS Essential Energy Sparkling Strawberry Lemonade, CELSIUS Essential Energy Sparkling Fuji Apple Pear, CELSIUS Essential Energy Fizz-Free Blue Razz Lemonade, CELSIUS Essential Energy Sparkling Kiwi Strawberry, CELSIUS Essential Energy Fizz Free Raspberry Acai Green Tea, CELSIUS Essential Energy Fizz Free Pink Lemonade, CELSIUS On-The-Go Strawberry Coconut, CELSIUS On-The-Go Blueberry Lemonade, and CELSIUS On-The-Go Cranberry Lemon.

[3] *Celsius Investor Relations*, https://ir.celsiusholdingsinc.com/overview/default.aspx (last accessed Oct. 26, 2026).

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3. Celsius has invested significant resources in courting shoppers who want to purchase fitness and wellness products. Consistent with that knowledge, Celsius emphasizes the health and wellness benefits associated with its products. On the front of each product, Celsius prominently displays and promises to "accelerate[] metabolism" and "burn[] body fat." Those promises on the front of the Products' labels convey to consumers that drinking the Healthwashed Energy Products, by themselves, will increase one's metabolism and burn body fat.





4. Celsius intends for consumers to rely on such claims when deciding which fitness drink or supplement to purchase, and knows that consumers are often willing to pay more for products they believe possess those attributes.

5. Celsius's promises on the front of the labels that its Healthwashed Energy Products, by themselves, "accelerates[] metabolism" and "burn[] body fat," as well as the slogan, "live fit" (collectively, "Wellness Claims") are misleading and unsupported because, as Celsius knows, drinking the Products will not "accelerate" a person's metabolism nor will they "burn" one's body fat.

6. Although Celsius has published studies that support its claims related to the metabolism-boosting and fat-burning effects of the Healthwashed Energy Products, all were funded by Celsius,[4] information Celsius does not disclose but that reasonable consumers would deem important when making their purchasing decisions.

7. The consequences of Celsius's healthwashing scheme and conduct are substantial. Consumers who seek to purchase energy drinks with health and wellness benefits rely on Celsius's Wellness Claims when deciding to pay premium prices for such products and/or to buy the

[4] Demopoulos, Alaina, *'A troubling halo of health': how Celsius became Red Bull for women*, THE GUARDIAN, Sept. 19, 2024, https://www.theguardian.com/business/2024/sep/19/celsius-energy-drink (last accessed Oct. 26, 2026).

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products in the first place. By misleadingly and deceptively communicating to consumers that the Healthwashed Energy Products have certain health and wellness benefits, Celsius deprives consumers of the ability to make informed purchasing decisions and causes them to pay a premium for products they otherwise would not have purchased, or for which they would have paid less.

8. This action seeks damages on behalf of a class of Washington state consumers who purchased the Healthwashed Energy Products. Plaintiff asserts claims under the Washington Consumer Protection Act and common law.

II. JURISDICTION AND VENUE

9. This Court has jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Class consists of 100 or more members; the amount in controversy exceeds $5,000,000, exclusive of costs and interest; and minimal diversity exists. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

10. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events, deceptive conduct, and misrepresentations giving rise to Plaintiff's claims occurred in this District. Celsius has engaged in conduct in this District that has a direct, substantial, reasonably foreseeable, and intended effect of causing injury to persons throughout this District, including because Celsius placed the Healthwashed Energy Products into the stream of commerce directed at this District, and because Celsius purposely availed itself of the laws of the State of Washington.

11. In accordance with 28 U.S.C. §§1391(a) and (b), venue is proper in this District because a substantial part of the conduct giving rise to Plaintiff's claims occurred in this judicial District. Venue is also proper in this District under 18 U.S.C. §1965(a) because Celsius transacts substantial business in this District.

III. PARTIES

12. Plaintiff Annabelle Nielsen ("Plaintiff") is, and at all times relevant, has been a citizen and resident of Washington domiciled in Bothell, Washington, in King County. Plaintiff purchased the Healthwashed Energy Products from Amazon, Target, 7-Eleven, Costco, and Fred

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Meyer, including Celsius energy drinks (Sparkling Galaxy Vibe, Fizz-Free Pink Lemonade, Sparkling Fuji Apple Pear, Fizz-Free Blue Razz Lemonade, Sparkling Kiwi Strawberry, Raspberry Acai Green Tea, Sparkling Astro Vibe, Sparkling Raspberry Peach, Sparkling Wild Berry, Sparkling Watermelon, Sparkling Grape Rush, Sparkling Orange, Sparkling Strawberry Lemonade, Sparkling Arctic Vibe, Sparkling Tropical Vibe, and Sparkling Peach Vibe) and Celsius On-the-Go (Strawberry Coconut, Blueberry Lemonade, and Cranberry Lemon) between approximately December 2024 and September 2026. Had Celsius disclosed the truth, Plaintiff would have purchased an available, comparable, lower-priced fitness drink or supplement product that did not carry the misleading and deceptive Wellness Claims and the overall impression they communicate, including "accelerates metabolism," "burns body fat," and "live fit."

13. Prior to purchasing these products, Plaintiff viewed the representations on the product labels. Each of the Healthwashed Energy Products Plaintiff purchased included the statements, "Accelerates Metabolism," "Burns Body Fat," and "Live Fit." Plaintiff read and relied on these representations and the overall impression they communicate when deciding to purchase the Products.

14. Because of the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, Plaintiff believed she was purchasing fitness drinks or supplement products that upon consuming, by themselves, would increase her metabolism and burn body fat. During the time she purchased and used the Healthwashed Energy Products, and due to the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, she was unaware the true benefits of the Healthwashed Energy Products were not as marketed or advertised. If Celsius had disclosed the true wellness nature of the Healthwashed Energy Products, Plaintiff would not have purchased the Healthwashed Energy Products at all or otherwise would have paid less for them.

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15. Plaintiff was injured based on paying a premium price for the Healthwashed Energy Products and suffered economic loss because she would not have spent the money on these products or paid the premium for the Products.

16. As a result of the misleading marketing and deceptive health benefits communicated by the Healthwashed Energy Products, Plaintiff suffered out-of-pocket losses. Celsius knew the Healthwashed Energy Products did not have the health and wellness benefits as claimed but did not disclose that to Plaintiff. Consequently, Plaintiff purchased the Healthwashed Energy Products on the reasonable, but mistaken, belief that the Healthwashed Energy Products have certain health and wellness benefits, including that they would accelerate Plaintiff's metabolism and burn body fat.

17. Defendant Celsius Holdings, Inc. is a Nevada corporation with its principal place of business located in Boca Raton, Florida. Celsius Holdings, Inc. packages, labels, markets, advertises, formulates, manufactures, distributes, and sells its Healthwashed Energy Products throughout the United States, including Washington.

18. Defendant Celsius, Inc. is a company formed in Nevada and headquartered in Boca Raton, Florida, doing business worldwide and around the United States, including in Washington. Celsius, Inc. is registered with the Washington Secretary of State to market, sell, and distribute beverages and related products, including the Healthwashed Energy Products, in Washington.

19. Celsius knowingly created, oversaw, and/or authorized the unlawful, unfair, misleading, and/or deceptive labeling and related marketing for the Healthwashed Energy Products that misleadingly represented that they would accelerate metabolism and burn body fat. Celsius is also responsible for sourcing ingredients and formulating and manufacturing the Products.

20. "CELSIUS" is the brand name of a line of energy beverages owned by Celsius that Celsius sells to consumers across the United States, including in State of Washington.

21. The Healthwashed Energy Products, at a minimum, include:

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a) CELSIUS Essential Energy Sparkling Galaxy Vibe;



b) CELSIUS Essential Energy Sparkling Astro Vibe;



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c) CELSIUS Essential Energy Sparkling Arctic Vibe;



d) CELSIUS Essential Energy Sparkling Tropical Vibe;



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e) CELSIUS Essential Energy Sparkling Peach Vibe;



f) CELSIUS Essential Energy Sparkling Raspberry Peach;



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g) CELSIUS Essential Energy Sparkling Wild Berry;



h) CELSIUS Essential Energy Sparkling Watermelon;



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i) CELSIUS Essential Energy Sparkling Grape Rush;



j) CELSIUS Essential Energy Sparkling Orange;



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k) CELSIUS Essential Energy Sparkling Strawberry Lemonade;



l) CELSIUS Essential Energy Raspberry Acai Green Tea;



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m) CELSIUS Fizz Free Pink Lemonade;



n) CELSIUS Sparkling Fuji Apple Pear;



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o) CELSIUS Sparkling Blue Razz Lemonade;



p) CELSIUS Sparkling Kiwi Strawberry;



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q) CELSIUS On-the-Go Strawberry Coconut;



r) CELSIUS On-the-Go Blueberry Lemonade; and



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s) CELSIUS On-the-Go Cranberry Lemon.



22. At the very bottom on the back of the cans and on the back of the packets, in minute lettering that Celsius designed to be missed by consumers, Celsius states the Healthwashed Energy Products "help[] maintain the bodies' regular metabolic function. CELSIUS alone does not produce weight loss in the absence of a healthy diet and moderate exercise. So, whether you walk the dog or work out at the gym, make CELSIUS part of your daily regimen."

23. The tiny, hidden text on a non-front-facing panel of the Healthwashed Energy Products' label *flatly contradicts* the unqualified, easy-to-see representations emblazoned on the front panel of Products' labels that drinking them "accelerates metabolism" and "burns body fat."

24. Specifically, while the front panel states without qualification that drinking CELSIUS "***accelerates*** metabolism," the other panel merely states that CELSIUS "helps ***maintain*** the bodies' regular metabolic function." (Emphasis supplied).

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25. While the front panel unconditionally states that drinking the Healthwashed Energy Products "burns body fat," on the other panel, Celsius concedes that "***CELSIUS alone does not produce weight loss*** in the absence of a healthy diet and moderate exercise." (Emphasis supplied.)

IV. FACTUAL ALLEGATIONS

A. Celsius's Presence in the Energy Beverage Market

26. Celsius has the #2 energy drink portfolio in the United States.[5] In the second quarter of 2026, Celsius reported $817.9 million in revenue (with $790.7 million in revenue in the U.S.).[6] For the CELSIUS brand only (that includes the Healthwashed Energy Products), it reported $27.2 million in second quarter 2026 revenue.[7]

27. The "wellness" industry represents more than $500 billion in spending each year, growing an estimated 4-5% annually.[8]

28. The energy drink producer revenue was projected to expand 0.8% in 2025, reaching an estimated $23.9 billion.[9]

29. The functional beverage market is quickly growing, projected to reach almost $193 billion globally by 2026 and more than $326 billion by 2036.[10]

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[5] *Celsius Holdings Investor Relations*, https://ir.celsiusholdingsinc.com/overview/default.aspx (last accessed Oct. 26, 2026).

[6] *Celsius Holdings News*, https://ir.celsiusholdingsinc.com/news/news-details/2026/Celsius-Holdings-Reports-Second-Quarter-2026-Financial-Results/default.aspx (last accessed Oct. 26, 2026).

[7] *Id.*

[8] *The $2 trillion global wellness market gets a millennial and Gen Z glow-up*, MCKINSEY & CO., May 29, 2025, https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/future-of-wellness-trends?cid=eml-web#/ (last accessed Oct. 26, 2026).

[9] *Energy Drink Production in the US Industry Data and Analysis*, IBISWORLD, Dec. 2025, https://www.ibisworld.com/united-states/industry/energy-drink-production/4205/#TopQuestionsAnswered (last accessed Oct. 26, 2026).

[10] *What is a Functional Drink and Do They Actually Work?* SCIENCE INSIGHTS, Mar. 29, 2026, https://scienceinsights.org/what-is-a-functional-drink-and-do-they-actually-work/ (last accessed Oct. 26, 2026).

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30. Celsius itself has experienced meteoric growth, with sales of $300 million in 2021,[11] increasing to $2.5 billion in 2025.[12]

31. As Celsius's CEO, John Fieldly, stated, Celsius was "now capitalizing on three of the fastest trends in food and beverage.… First, we're better for you but don't sacrifice flavor; second, Celsius delivers on more function with ***clinically proven fat-burning and metabolism acceleration*** and third, Celsius is all about fitness (it was born in gyms and health clubs), and ***with fitness being a megatrend, we have mass appeal***."[13]

32. Fieldly attributed the "secret" to Celsius's success to "[c]onnecting with consumers in a meaningful way about living fit, living life to the fullest, and accomplishing your health and fitness goals [has] been the DNA of the brand's original thesis from the beginning…. Fitness is hip, cool, sexy, premium, and connects with a broader consumer than ever before."[14]

33. Fieldly described the brand's focus as unchanged from its early days where "thermogenic properties were a key part of the brand's positioning (thermogenic properties increase metabolism, causing the body to burn more calories and body fat than would be the case with exercise alone)."[15] Fieldly attributes that continuous focus as "why consumers have gravitated

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[11] Arthur, Rachel, *How to build a beverage brand: Celsius takes better-for-you energy to mass market success*, BEVERAGE DAILY, Apr. 23, 2025, https://www.beveragedaily.com/Article/2025/04/23/celsius-on-building-a-lifestyle-energy-drink-brand/ (last accessed Oct. 26, 2026).

[12] *Celsius Holdings Reports Full-Year 2025 and Fourth Quarter Financial Results*, NASDAQ, Feb. 26. 2026, https://www.nasdaq.com/press-release/celsius-holdings-reports-full-year-2025-and-fourth-quarter-financial-results-2026-02 (last accessed Oct. 26, 2026).

[13] Rollin, Andrea G., *Flavorful Success Story*, BOCA RATON OBSERVER, Dec. 23, 2022, https://bocaratonobserver.com/community/la-vida-boca/flavorful-success-story/ (last accessed Oct. 26, 2026) (emphasis added).

[14] Their, Jane, *How the Celsius CEO turned a cult-favorite energy drink into a stock-market lightning rod with 6,000% growth*, FORTUNE, July 15, 2024, https://fortune.com/2024/07/15/celsius-ceo-john-fieldly-secrets-to-success/ (last accessed Oct. 26, 2026).

[15] Arthur, Rachel, *How to build a beverage brand: Celsius takes better-for-you energy to mass market success*, BEVERAGE DAILY, Apr. 23, 2025, https://www.beveragedaily.com/Article/2025/04/23/celsius-on-building-a-lifestyle-energy-drink-brand/ (last accessed Oct. 26, 2026).

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to our brand so much; they see that we're authentic to our core and continue to support the fit lifestyle culture."[16]

34. As Kyle Watson, CMO at Celsius also stated, "the [Celsius] brand's really about essential energy to help people live fit and achieve their goals. And it's really living fit in everything you do, not just in the gym, it's living fit in every aspect of life . . . . Initially Celsius was launched as a zero calorie fat burning drink – almost positioned like a like kind of Weight Watchers – in in a way that like spoke more to weight loss . . . . the brand really transitioned from speaking about weight loss to more this 'live fit' lifestyle brand, this premium positioning[.]"[17]

B. Celsius's Claimed Health and Wellness Benefits are Material to Reasonable Consumers

35. Consumers weigh the health and wellness benefits offered by functional beverages like energy drinks when making purchasing decisions, with many stating they are willing to pay more for and prioritize products that can contribute to their health and wellness.

36. Research conducted by EY "shows a clear rise in intentional beverage consumption, with consumers paying closer attention to ingredients, prioritizing functional benefits tied to health and wellbeing, and modifying behaviors[.]"[18]

37. Consumers are increasingly using beverages as "tools" to address their wellbeing with "[i]ngredients, sugar content, and functional beverages now sit[ting] at the center of both choice and premiumization."[19] According to Rob Holston, the Global and Americas Consumer Products Sector Leader of EY, "[c]onsumers are rewriting the rules of the beverage aisle. Wellness isn't a niche segment but a baseline expectation shaping formulation, claims and pricing strategy. For beverage companies, the winners will be those that deliver clear benefits, build trust through

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[16] *Id.*

[17] *Id.*

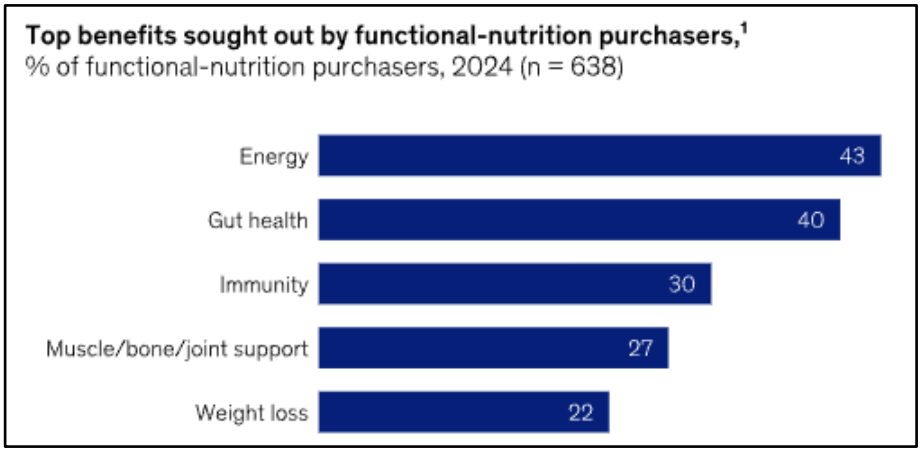
[18] *Press release: EY Consumer Beverage Survey: New consumer research finds health-led choices, generational changes and digital discovery are redefining beverage expectations*, EY, Mar 9, 2026, https://www.ey.com/en_us/newsroom/2026/03/ey-consumer-beverage-survey (last accessed Oct. 26, 2026).

[19] *Id.*

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transparency and meet consumers where decisions are increasingly made across apps, social channels and personalized, data-led experiences."[20]

38. For example, according to a study from McKinsey & Company, 84% of consumers say that wellness is a "top" or "important" priority.[21] More specifically, energy is the most sought-after benefit of functional-nutrition products and weight loss is the fifth.[22]



39. While there is no formal definition, "functional" beverages "contain[] added ingredients meant to support a specific aspect of your health, whether that's energy, digestion, focus, stress relief, or hydration."[23]

[20] *Id.*

[21] *The $2 trillion global wellness market gets a millennial and Gen Z glow-up*, MCKINSEY & CO., May 29, 2025, https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/future-of-wellness-trends?cid=eml-web#/ (last accessed Oct. 26, 2026).

[22] *Id.*

[23] *What is a Functional Drink and Do They Actually Work?* SCIENCE INSIGHTS, Mar. 29, 2026, https://scienceinsights.org/what-is-a-functional-drink-and-do-they-actually-work/ (last accessed Oct. 26, 2026).

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40. The International Food Information Council ("IFIC") also reported that body weight (weight loss/weight management) and energy are the top two benefits sought by those in the Gen Z, Millennial, and Gen X generations.[24]

Gen Z	Millennial	Gen X
35% Body Weight	**37%** Energy	**43%** Body Weight
34% Energy	**35%** Body Weight	**40%** Energy

41. A survey published by Nutraceutical Business Review reported that 84% of consumers aged 18-24 say they are influenced by a health benefit listed on the packaging of a food or beverage product, and 72% of consumers overall report being influenced. Claims about "weight management" are some of the most attractive claims to consumers.[25]

42. Celsius is well-aware that its misleading and deceptive Wellness Claims influence consumers' purchasing decisions. Celsius and other energy drink brands that are seen as "wellness" beverages are challenging Monster Beverage Corp.'s market share—by emphasizing wellness, hydration, and athleticism over Monster's extreme energy and accordingly benefiting from increasing consumer demand focused on health awareness, functional benefits, and everyday usability.[26]

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[24] *2026 IFIC Food & Health Survey: A Focus on Food & Nutrition*, INT'L FOOD INFO. COUNCIL, Oct. 7, 2026, https://ific.org/wp-content/uploads/2026-IFIC-Food-Health-Survey-Nutrition.pdf (last accessed Oct. 26, 2026).

[25] *Health Claims Drive Consumers' Food and Beverage Purchasing Decisions, Survey Reveals*, NUTRACEUTICAL BUSINESS REVIEW (Sept. 9, 2024), https://nutraceuticalbusinessreview.com/prinova-health-claims-food-beverage-purchasing-survey (last accessed Oct. 26, 2026).

[26] Gerut, Amanda, *A hedge fund is betting the $55 billion Monster energy empire will be toppled by rivals like Celsius and a 'wellness' brand backed by Michelle Obama*, FORTUNE, Apr. 9, 2025, https://fortune.com/2025/04/09/monster-stock-drop-short-seller-report-wellness-drinks-steph-curry-dwayne-rock-michelle-obama-plezi-celsius/ (last accessed Oct. 26, 2026); Bagree, Vrishali, *Celsius Holdings Benefits from Wellness Shift in Energy Category*, YAHOO! FINANCE, Dec. 22,

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i. Healthwashing

43. "Healthwashing" occurs when food companies advertise products with inappropriate and/or misleading claims, where products are misleadingly advertised as healthy or given healthy labels, potentially presenting the unhealthy products in misleading or deceptive contexts associated with healthy lifestyles such as fitness or sports.[27]

44. There are three main groups of healthwashing: (a) health risk claims; (b) improves function; and (c) nutrient content.[28] Celsius engaged in "improves function" healthwashing—as it "highlight[ed] how the consumption of certain nutrients or dietary ingredients contributes to general well-being . . . [and] describe[d] how the [Healthwashed Energy Products are] intended to affect the normal regulation of the human body."[29]

45. Further, an example of healthwashing by one of Celsius's competitors, Red Bull occurred as part of its "Gives You Wings" marketing where it claimed drinking Red Bull "gives you wings" and "boosts" energy, giving the impression the drink improves concentration and reaction speeds when they were actually misleading and the claims had no scientific proof.[30]

C. Celsius Has Actively Concealed the Truth About the Health and Wellness Benefits from Consumers

46. Based on Celsius's Misrepresentations, partial misrepresentations and the overall impression communicated by the labels, no reasonable consumer would discern that the Wellness Claims as promised by the Healthwashed Energy Products were, in fact, misleading, deceptive, and unfair. Considered together rather in isolation, the labels combine to convey the net impression that the Healthwashed Energy Products offer health and wellness benefits such as accelerating metabolism and burning body fat when drinking the Products by themselves.

2025, https://finance.yahoo.com/news/celsius-holdings-benefits-wellness-shift-145500970.html (last accessed Oct. 26, 2026).

[27] Lam, Michael, et al., *What Healthwashing Is and How to Avoid It*, LAM CLINIC, https://lamclinic.com/blog/what-healthwashing-is-and-how-to-avoid-it/ (last accessed Oct. 26, 2026).

[28] *Id.*

[29] *Id.*

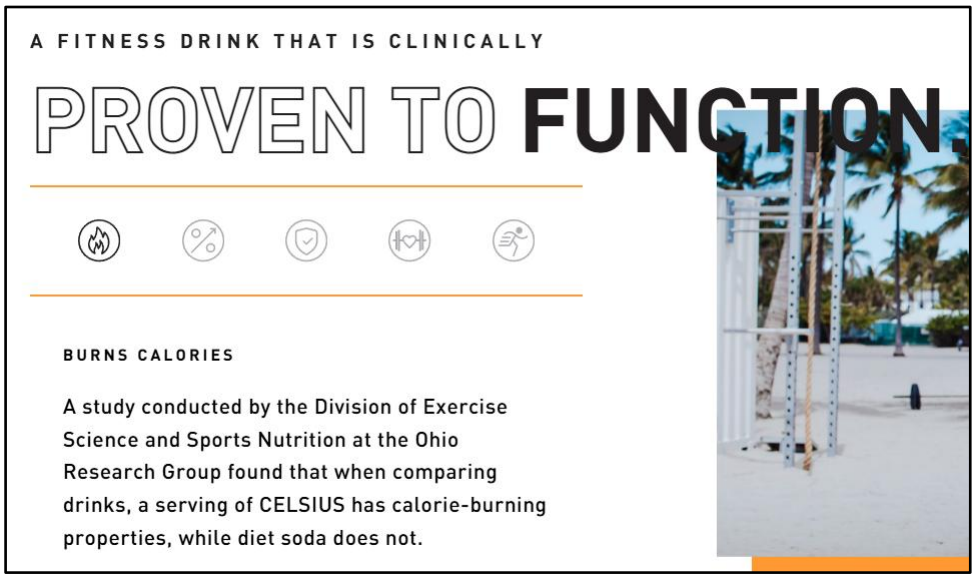
[30] *Id.*

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47. Celsius knows the Wellness Claims are misleading and deceptive, but chose to keep them on the front of the labels, without any elaboration or explanation.

48. Celsius claims the Healthwashed Energy Products are "clinically proven to accelerate your metabolism" and are "fitness drink[s] that [are] clinically proven to function."[31]

49. Celsius also compared the calorie-burning properties of the Healthwashed Energy Products to diet soda: "A study conducted by the Division of Exercise Science and Sports Nutrition at the Ohio Research Group found that when comparing drinks, a serving of CELSIUS has calorie-burning properties, while diet soda does not."[32]



50. In touting the scientifically-proven thermogenic properties of the Healthwashed Energy Products, Celsius claimed:

> The research doesn't lie. All of the studies show that CELSIUS has thermogenic properties which help make it one of the most advanced energy drinks on the market. Thermogenic properties are proven to increase metabolism. In turn, this causes your body to burn more calories and body fat than you normally would with exercise alone . . . . The studies also show that ***drinking just one great-tasting CELSIUS before exercise can help reduce body fat, increase your endurance, and provide greater resistance to fatigue***. CELSIUS powers active lives every day, so you can reach your goals and step up your game.[33]

[31] *Celsius*, https://www.celsius.com/ (last accessed Oct. 26, 2026).

[32] *Id.*

[33] *Celsius: Science Backed Sustained Energy*, https://www.celsius.com/the-science/#study1 (last accessed Oct. 26, 2026) (emphasis added).

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51. Celsius's claims and promises to consumers that drinking the Healthwashed Energy Products will, by themselves, increase one's metabolism and burn body fat, are misleading and deceptive. All of the scientific studies cited by Celsius as supporting its Wellness Claims[34] were actually solicited and funded by Celsius itself. All but one of the studies share common authors. The sixth study was conducted by a now long-defunct business entity.

52. Independent studies have contradicted the findings Celsius offers. For example, a 2012 article that reviewed 15 weight-loss studies and three studies that measured weight maintenance that involved green tea found "***the loss in weight in adults who had taken a green tea preparation was statistically not significant, was very small and is not likely to be clinically important.*** Similar results were found in studies that used other ways to measure loss in weight (body mass index, waist circumference). ***Studies examining the effect of green tea preparations on weight maintenance did not show any benefit compared to the use of a control preparation***."[35]

53. Findings from a similar 2024 study concluded, "based on a handful of current evidence, incorporation of green tea into exercise training has no additional effect on lipid profile."[36]

54. Moreover, the studies cited by Celsius only measured acute metabolic markers such as resting energy expenditure and free fatty acid levels over a matter of hours, not fat loss over weeks—"[s]howing that a drink temporarily raises your metabolic rate is not the same as showing

[34] *Id*. ("Six published university studies have been conducted on CELSIUS by U.S. accredited scientific research facilities rendering strict scientific standards. To ensure consumer confidence, trust, and industry independence, the studies were all presented at scientific conferences and published in peer reviewed publications. Each one of these studies showed that CELSIUS has thermogenic properties.").

[35] Jurgens, Tannis M., et al., *Green tea for weight loss and weigh management in overweight or obese adults*, COCHRANE METABOLIC & ENDOCRINE DISORDERS GRP., Dec. 12, 2012, https://pmc.ncbi.nlm.nih.gov/articles/PMC8406948/ (last accessed Oct. 26, 2026); *see also Is Celsius Bad for You? The Truth from a Dietitian*, THE BALANCED NUTRITIONIST, Aug. 9, 2023, https://thebalancednutritionist.com/is-celsius-bad-for-you/ (last accessed Oct. 26, 2026).

[36] Gholami, Farhad, et al., *Does green tea catechin enhance weight-loss effect of exercise training in overweight and obese individuals? a systematic review and meta-analysis of randomized trials*, J. OF THE INT'L SOC'Y OF SPORTS NUTRITION, Sept. 30, 2024, https://pmc.ncbi.nlm.nih.gov/articles/PMC11445908/ (last accessed Oct. 26, 2026).

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it makes you leaner. Those are different claims, and Celsius's marketing blurs the line between them."[37]

55. Further, while the Healthwashed Energy Products contain ingredients that have real thermogenic properties, the studies provide no evidence that drinking will produce a "meaningful" fat loss absent a calorie deficit (the evidence supports only small, temporary increases in metabolism and fat oxidation).[38]

56. Celsius's claims that drinking the Healthwashed Energy Products will "[w]hen combined with exercise, our formula is clinically proven to boost your metabolism and help you burn body fat"[39] is technically describing the process of thermogenesis—but reasonable consumers, reading the front of the label, would understand that statement to promise increased metabolism and body fat burned solely by virtue of drinking the Healthwashed Energy Products.

57. The Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius misleadingly convey to consumers that the Healthwashed Energy Products, by themselves, accelerate metabolism and burn body fat and have certain characteristics that they do not actually possess.

58. Whether the Healthwashed Energy Products accelerate one's metabolism and burn body fat is material information to reasonable consumers, including Plaintiff.

59. Celsius wrongfully failed to disclose to reasonable consumers material information regarding the true nature of the Healthwashed Energy Products.

60. Due to the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, reasonable

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[37] *Does Celsius Actually Burn Fat? The Thermogenic Claim, Explained*, ROON, Sept. 7, 2026, https://www.takeroon.com/blog/does-celsius-actually-burn-fat (last accessed Oct. 26, 2026).

[38] *Id*. ("What is not supported by the evidence: the implication that drinking Celsius will produce visible, meaningful fat loss. A 4 to 5% bump in metabolic rate, sustained over hours, does not overcome a calorie surplus.").

[39] *Celsius*, https://www.celsius.com/ (last accessed Oct. 26, 2026); *see also Celsius FAQ*, https://www.celsius.com/frequently-asked-questions/ (last accessed Oct. 26, 2026) ("CELSIUS is a fitness drink where great taste meets function. CELSIUS is the ideal drink for anyone who wants to get the most out of their day and live fit. Backed by several clinical trials, drinking CELSIUS prior to fitness activities is proven to accelerate metabolism and burn body fat.").

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consumers, like Plaintiff, would not suspect the Healthwashed Energy Products' claims were misleading and deceptive—and do not, drinking by themselves, increase metabolism or burn body fat.

61. Unlike Celsius, reasonable consumers are not able to independently determine the true nature of the Healthwashed Energy Products and are generally without the means to conduct their own investigations into whether the Healthwashed Energy Products could actually, by themselves, accelerate metabolism and burn body fat.

62. Moreover, whatever information regarding the truth about the effect the Healthwashed Metabolism Products have on metabolism and body fat is in the exclusive possession of Celsius and not available to consumers. Celsius chose to not disclose such information to consumers and thus actively concealed the true nature of the Healthwashed Energy Products.

63. Further such information is not reasonably discoverable by ordinary consumers. Reasonable consumers must and do rely on Celsius to honestly report on the true nature of the Healthwashed Energy Products it sells.

64. Based on the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius about the Healthwashed Energy Products on the labels, no reasonable consumer would expect, suspect, or understand that the true nature of the Healthwashed Energy Products was not as advertised.

65. Celsius had a duty to ensure the Healthwashed Energy Products it sold were not deceptively, misleadingly, unfairly, and falsely marketed and that all material information was properly and fully disclosed.

66. Celsius acted negligently, recklessly, unfairly, and/or intentionally with its deceptive labels based on the material Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and scheme to healthwash the products at issue.

67. The Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius as represented on

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the Healthwashed Energy Products' labels are material and reasonably likely to deceive reasonable consumers, such as Plaintiff, in her purchasing decisions.

68. Celsius knew or should have known that the true nature of Healthwashed Energy Products was not as advertised and that such information was not disclosed on the Products' labels.

69. Further, Celsius knew or should have known that reasonable consumers paid higher prices, or paid any price at all, for the Healthwashed Energy Products and expected the Wellness Claims sold by Celsius to be true and not misleading. Celsius chose to have the Wellness Claim remain on the front of the Products' labels because it knew the Wellness Claims are material to reasonable consumers.

70. The Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius were intended to and did, in fact, cause consumers like Plaintiff and the other Class Members to purchase products they would not have if the true quality and ingredients were disclosed or for which they would not have paid a premium price, or any price at all.

71. Celsius charged, and Plaintiff and the Class Members paid, a premium price for the Healthwashed Energy Products, despite the availability of comparable, lesser-priced energy drinks sold by other retailers without the misleading Wellness Claims:

The Healthwashed Energy Products	**Price/oz.**
Sparkling Tropical Vibe 12oz	$0.21/oz
Sparkling Orange 12oz	$0.21/oz
Raspberry Acai Green Tea 12oz	$0.21/oz
Sparkling Peach Vibe 12oz	$0.21/oz
Peach Mango Green Tea 12oz	$0.21/oz
Fizz Free Pink Lemonade 12oz	$0.21/oz
On The Go Strawberry Coconut 14ct	$4.53/oz
On The Go Blueberry Lemonade 14ct	$4.41/oz
Competitor Products	**Price/oz.**
Lucky Energy OG Luck 16oz	$0.15/oz
Black Rifle Energy GRAPEX 16oz	$0.15/oz
BUM Energy Cola 12 oz	$0.16/oz
GHOST ENERGY Strawbango 16oz	$0.16/oz
Monster Energy Juice Mango Loco 16oz	$0.17/oz
C4 Energy Jolly Rancher Green Apple 16oz	$0.17/oz
Starbucks Iced Energy Watermelon Twist 12oz	$0.20/oz
FLRT Energy Sunset Squeeze 12oz	$0.20/oz

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7 Brew Energy Ocean Breeze 12 oz	$0.20/oz
Bloom Sparkling Energy Strawberry Shortie 12oz	$0.21/oz
Great Value Energy Blueberry Acai (powdered) 10ct	$2.25/oz
Liquid IV +Energy Blackberry Lemonade (powdered) 6ct	$3.37/oz
C4 Energy Powder Mix Strawberry Watermelon Ice 8ct	$3.74/oz

72. As a result of Celsius's scheme and deceptive, unfair, and misleading Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, Celsius was able to generate substantial sales, which allowed it to reap enormous profits from Plaintiff and similarly situated consumers who paid the purchase price or premium for the Healthwashed Energy Products that were not as advertised.

73. Plaintiff and other reasonable consumers would not have purchased the Healthwashed Energy Products or would have paid less for them but for the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius.

D. Celsius's Labels Mislead Reasonable Consumers Based on the Misrepresentations, Partial Misrepresentations, and Overall Impression

74. The Healthwashed Energy Products' labels communications misled and deceived reasonable consumers as a result of Celsius's claimed health and wellness benefits.

75. Based on Celsius's Misrepresentations and partial misrepresentations and the overall impression given by the labels, no reasonable consumer could expect or understand the claims communicated by the Healthwashed Energy Products labels were deceptive or misleading.

76. The front of each Healthwashed Energy Products' labeling communications include, but are not limited to:

(a) "Accelerates metabolism";





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(b) "Burns body fat"





(c) "Live fit"





77. The misrepresentations and partial misrepresentations and the overall impression wrongfully convey to consumers that the Healthwashed Energy Products are of a high quality and have certain characteristics they do not actually possess.

78. The Wellness Claims, misrepresentations, partial misrepresentations, and overall impression communicated by the Products' labels, cause consumers to believe its Healthwashed Energy Products provide certain health and wellness benefits they do not actually possess.

79. Whether the Healthwashed Energy Products actually offer the claimed health and wellness benefits is material information to reasonable consumers, including Plaintiff.

80. Celsius misled consumers into believing the Wellness Claims promised by the Healthwashed Energy Products were supported by scientific studies, when in fact, the scientific studies were funded by Celsius and the studies' findings did not actually support its Wellness Claims.

81. Due to the overall impression of the labels, misrepresentations, and partial misrepresentations, reasonable consumers, like Plaintiff, would believe the Healthwashed Energy Products offered the claimed health and wellness benefits. Unlike Celsius, reasonable consumers are not able to independently determine whether the health and wellness benefits, as claimed by Celsius, are true and accurate and are generally without the means to conduct their own scientific tests on the Healthwashed Energy Products.

82. Moreover, information regarding the truth about the Wellness Claims in the exclusive possession of Celsius and not available to consumers, which is information Celsius did not share with consumers.

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83. Reasonable consumers must and do rely on Celsius to honestly report the truth about the Products' claimed health and wellness benefits.

84. Based on Celsius's failure to tell consumers the truth about the Wellness Claims, no reasonable consumer would expect, suspect, or understand the claimed health and wellness benefits are misleading or deceiving.

85. Celsius had a duty to ensure the Healthwashed Energy Products were not deceptively, misleadingly, unfairly, and falsely marketed and that all material information was properly and fully disclosed.

86. Celsius acted negligently, recklessly, unfairly, and/or intentionally with its deceptive labels based on the material misrepresentations and partial misrepresentations.

87. Further, Celsius knew or should have known that reasonable consumers paid higher prices, or paid any price at all, for the Healthwashed Energy Products and expected the Wellness Claims to be true and accurate.

88. The misrepresentations and partial misrepresentations are material and render the Healthwashed Energy Products' labels deceptive because without the full truth, reasonable consumers, such as Plaintiff, believe the Products, by themselves, will increase their metabolism and burn their body fat.

89. The misrepresentations and partial misrepresentations were intended to and did, in fact, cause consumers like Plaintiff and the other Class Members, to purchase products they would not have if the true quality and characteristics were disclosed or for which they would not have paid a premium price, or any price at all.

90. As a result of Celsius's deceptive, unfair, and misleading misrepresentations, partial misrepresentations, and the overall impression created by the Healthwashed Energy Products' labels, Celsius was able to generate substantial sales, which allowed it to reap enormous profits from Plaintiff and similarly situated consumers who paid the purchase price or premium for the Healthwashed Energy Products that were not as advertised.

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91. Plaintiff and other reasonable consumers would not have purchased the Healthwashed Energy Products or would have paid less for them but for the misrepresentations and partial misrepresentations.

V. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

92. Plaintiff and the Class members had no way of knowing about Celsius's deception with respect to the Wellness Claims on the Healthwashed Energy Products' labels. Specifically, the truth about the Products' Wellness Claims could be determined only through specialized investigation or testing that were not disclosed by Celsius and that Plaintiff could not have uncovered through the exercise of reasonable diligence.

93. Within the period of any applicable statutes of limitation, Plaintiff and members of the proposed Class could not have discovered through the exercise of reasonable diligence that Celsius made misleading, deceptive, and unfair communications as complained of herein on the Healthwashed Energy Products and was misrepresenting the truth about the Wellness Claims.

94. Plaintiff and the other Class members did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Celsius did not report information within its knowledge to consumers; nor would a reasonable and diligent investigation have disclosed this information, which was discovered by Plaintiff only shortly before this action was filed. Nor in any event would such an investigation on the part of Plaintiff and other Class members have disclosed that Celsius valued profits over truthful marketing and compliance with law.

95. For these reasons, all applicable statutes of limitation have been tolled by operation of the discovery rule with respect to claims alleged herein.

B. Estoppel

96. After consistently touting the the Healthwashed Energy Products' Wellness Claims, Celsius was under a continuous duty to disclose to Plaintiff and the other Class members the true character, quality, and nature of the Healthwashed Energy Products it sells.

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97. Celsius knowingly, affirmatively, and actively concealed, or suppressed, or recklessly disregarded the true character, quality, and nature of the Healthwashed Energy Products it sells.

98. Based on the foregoing, Celsius is estopped from relying on any statutes of limitations in defense of this action.

VI. CLASS ALLEGATIONS

99. Plaintiff brings this action on behalf of themselves and as a class action pursuant to the provisions of Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure on behalf of the following Class:

> All persons who purchased a Healthwashed Energy Product in the State of Washington between October 26, 2022, through the time of trial.

100. Excluded from the Class are Celsius and its officers, directors, subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; and the district judge or magistrate judge to whom this case is assigned, his/her immediate family members, and his/her judicial officers and their personnel. Plaintiff reserves the right to revise the Class definition based upon information learned through discovery.

101. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of their 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.

102. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

103. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, e-mail, text messages, social media, Internet postings, and/or published notice.

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104. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3): This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

a. Whether the Misrepresentations were misleading;

b. Whether the Misrepresentations were unfair;

c. Whether the Misrepresentations were material to reasonable consumers;

d. Whether Celsius had knowledge that the Misrepresentations were material, false, deceptive, and misleading;

e. Whether Celsius owed a duty to disclose;

f. Whether Celsius knew or should have known the Wellness Claims about the Healthwashed Energy Products were misleading, deceptive, and unfair;

g. Whether Celsius failed to disclose the true nature of the Healthwashed Energy Products to consumers;

h. Whether Celsius violated Washington state law;

i. Whether Celsius engaged in unfair trade practices;

j. Whether Celsius engaged in false advertising scheme;

k. Whether Celsius engaged in fraudulent concealment;

l. Whether Plaintiff and the Class Members are entitled to actual, statutory, and punitive damages; and

m. Whether Plaintiff and the Class Members are entitled to declaratory relief.

105. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiff's claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Celsius's wrongful conduct as described above.

106. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiff is an adequate Class representative because her interests do not conflict with the interests of the other members of the Class they seek to represent; Plaintiff has retained counsel competent and experienced in complex

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class action litigation; and Plaintiff intends to prosecute this action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and her counsel.

107. Declaratory Relief. Federal Rule of Civil Procedure 23(b)(2): Celsius has acted or refused to act on grounds generally applicable to Plaintiff and the other members of the Class, thereby making appropriate final declaratory relief, as described below, with respect to the Class as a whole.

108. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Celsius, so it would be impracticable for Class members to individually seek redress for Celsius's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VII. CLAIMS FOR RELIEF

COUNT I

VIOLATIONS OF THE WASHINGTON CONSUMER PROTECTION ACT (Wash. Rev. Code Ann. § 19.86.010, *et seq.*) Against Celsius on Behalf of the Class

109. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

110. Plaintiff brings this Count on behalf of all Class members.

111. The Washington Consumer Protection Act ("Washington CPA") broadly prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash. Rev. Code Ann. § 19.86.020.

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112. Celsius's acts complained of herein are deceptive and unfair within the meaning of the Washington CPA. Wash. Rev. Code Ann. § 19.86.020.

113. Celsius committed the acts complained of herein in the course of "trade" or "commerce" within the meaning of the Washington CPA. Wash. Rev. Code Ann. § 19.86.020.

114. Celsius's deceptive and unfair practices, as alleged herein, are injurious to the public interest as they have the capacity to injure other persons, including the millions of consumers who purchase Celsius products.

115. Celsius's deceptive and unfair practices, and scheme, as alleged herein, injured Plaintiff and the Class in their business or property. Plaintiff and the Class paid for the Healthwashed Energy Products that were marketed with the Wellness Claims on the front of the labels, promising that drinking them, by themselves, will "accelerate[] metabolism" and "burn[] body fat," when in fact the Healthwashed Energy Products do not aid in weight loss.

116. If not for Celsius's deceptive and unfair conduct, Plaintiff and the Class would not have purchased the Healthwashed Energy Products, or would not have purchased the Healthwashed Energy Products at the prices they paid.

117. Celsius's Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius as described herein were directed at the consuming public at-large as they repeatedly occurred in the course of Celsius's business and were capable of deceiving a substantial portion of the consuming public.

118. Whether the Healthwashed Energy Products, by themselves, will increase one's metabolism and burn body fat, or aid in weight loss is material information to reasonable consumers, including Plaintiff.

119. Celsius wrongfully failed to disclose to reasonable consumers material information regarding the truth about the Wellness Claims promised by the Healthwashed Energy Products.

120. Due to the Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, reasonable

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consumers, like Plaintiff, would not suspect the Healthwashed Energy Products did not, by themselves, increase one's metabolism and burn body fat or aid in weight loss.

121. Unlike Celsius, reasonable consumers are not able to independently determine the truth about the Wellness Claims as promised by the Healthwashed Energy Products and are generally without the means to conduct their own investigations into the veracity of the Wellness Claims as promised by the Healthwashed Energy Products.

122. Moreover, information regarding the health functions of the Healthwashed Energy Products is in the exclusive possession of Celsius and not available to consumers. Celsius chose to not disclose such information to consumers and thus actively concealed the truth about the Wellness Claims promised by the Healthwashed Energy Products.

123. Based on the failure to disclose the truth about the Wellness Claims as promised by the Healthwashed Energy Products on the front-facing panel of product labels, no reasonable consumer would expect, suspect, or understand that the truth about the Wellness Claims promised by the Healthwashed Energy Products were not as advertised.

124. Plaintiff and the Class Members did in fact rely on the material Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius and purchased the Healthwashed Energy Products to their detriment. Reasonable consumers must and do rely on Celsius to honestly report on the health and wellness benefits of the Healthwashed Energy Products it sells.

125. The Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius caused Plaintiff and the Class Members to suffer injury in the form of actual damages when they purchased the Healthwashed Energy Products that were worth less than the price paid and that they would not have purchased at all had they known the Healthwashed Energy Products did not, by themselves, increase one's metabolism or burn body fat or aid in weight loss as advertised and marketed on Celsius's product labels.

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126. Plaintiff and the Class Members have been harmed, and that harm will continue unless Celsius is enjoined from further misrepresenting the true health and wellness benefits of the Healthwashed Energy Products.

127. As a direct and proximate result of Celsius's conduct, Plaintiff and the Class suffered actual damages by: (1) paying a premium price for the Healthwashed Energy Products they reasonably believed, by themselves, increased metabolism, burned body fat, and aided in weight loss; and/or (2) purchasing Healthwashed Energy Products she would not have purchased without Celsius's Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct.

128. Celsius is liable to Plaintiff for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages, as well as any other remedies the Court may deem appropriate under Washington Revised Code Annotated section 19.86.090.

COUNT II

FRAUDULENT CONCEALMENT
(Based on Washington Law)

129. Plaintiff incorporates by reference all preceding allegations as though fully set forth herein.

130. Plaintiff brings this Count on behalf of all Class members.

131. The Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels that communicate the Healthwashed Energy Products, by themselves, will increase metabolism and burn fat, and aid in weight loss are material and reasonably likely to deceive reasonable consumers, such as Plaintiff, in their purchasing decisions.

132. Whether the Healthwashed Energy Products, by themselves, will increase metabolism and burn fat, and aid in weight loss is material information to reasonable consumers, including Plaintiff.

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133. The Wellness Claims communicated on the Product labels are misleading and deceptive because the true health and wellness benefits of the Healthwashed Energy Products are not as marketed and advertised.

134. Celsius knew or should have known that reasonable consumers, including Plaintiff, expected the Wellness Claims to be true and as marketed and advertised—that drinking the Products, by themselves, would increase their metabolism and burn body fat.

135. Celsius also knew the Wellness Claims and its claim that drinking the Products, by themselves, would increase metabolism and burn body fat were misleading, deceptive, and untrue.

136. Despite knowing the Misrepresentations, partial misrepresentations, and overall impression communicated by the labels were misleading, deceptive, and unfair, Celsius chose to promote and keep the Wellness Claims on the front of the labels, without any elaboration or explanations

137. Celsius cites six studies in support of its Wellness Claims, including findings that CELSIUS has "calorie-burning properties, while diet soda does not;" that the Healthwashed Energy Products are "clinically proven to accelerate your metabolism" and are "fitness drink[s] that [are] clinically proven to function;" and that "drinking just one great-tasting CELSIUS before exercise can help reduce body fat, increase your endurance, and provide greater resistance to fatigue."

138. However, the studies cited by Celsius were actually solicited and funded by Celsius itself; all but one share common authors; and the sixth study was conducted by a now long-defunct business entity. Celsius did not disclose this material information to reasonable consumers. Nor did Celsius tell consumers that independent studies have contradicted its findings, which would also be material information to reasonable consumers.

139. Celsius is in a superior position to know the truth about the health and wellness benefits provided by the Healthwashed Energy Products. Celsius knew reasonable consumers, including Plaintiff, are not able to independently determine the truth about the Wellness Claims of

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the Healthwashed Energy Products and are generally without the means to conduct their own investigations into the veracity of the Wellness Claims.

140. Celsius intended for Plaintiff and the Class Members to rely on the Wellness Claims because Celsius, as the seller of the Healthwashed Energy Products, is in a special position of trust upon which consumers rely. Celsius knew or should have known the Wellness Claims would induce Plaintiff and the Class Members to purchase the Healthwashed Energy Products.

141. Plaintiff and the Class Members reasonably relied on the Wellness Claims because Celsius knows its customers trust the communications, such as the Wellness Claims, on the Healthwashed Energy Products' labels are truthful and accurate and expect that, by themselves, the Healthwashed Energy Products will increase one's metabolism and burn body fat, as advertised and marketed.

142. Celsius knows that consumers seek out and wish to purchase food and beverage products that contribute to their health and wellness, including aiding in weight loss, and that these consumers will pay for food and beverage products they believe possess these qualities.

143. As a direct and proximate result of Celsius's conduct, Plaintiff and the Class suffered actual damages by: (1) paying a premium price for Healthwashed Energy Products they reasonably believed, by themselves, increased metabolism and burned body fat and aided in weight loss; and/or (2) purchasing Healthwashed Energy Products they would not have purchased without Celsius's Misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct.

144. Plaintiff and the Class Members seek actual damages, and declaratory relief, attorneys' fees, costs, and any other just and proper relief available under the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of members of the Class, respectfully requests that the Court enter judgment in her favor and against Celsius, as follows:

A. Certification of the proposed Class, including appointment of Plaintiff's counsel as Class Counsel;

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B. An order temporarily and permanently enjoining Celsius from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged herein;

C. Costs, restitution, damages, including punitive damages, and disgorgement in an amount to be determined at trial;

D. An order requiring Celsius to pay both pre- and post-judgment interest on any amounts awarded;

E. An award of costs and attorneys' fees; and

F. Such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all claims so triable.

DATED: October 26, 2026

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

By: */s/ Steve W. Berman*
Steve W. Berman (WSBA No. 48827)
By: */s/ Shelby Smith*
Shelby Smith (WSBA No. 31377)
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
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gfl@wbe-llp.com

**Pro hac vice* application to be filed

Attorneys for Plaintiffs

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Annabelle Nielsen, individually and on behalf of all others similarly situated

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

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

Hagens Berman Sobol Shapiro LLP, 1301 Second Avenue, Suite 2000, Seattle, WA 98101, (206) 623-7292

DEFENDANTS

CELSIUS HOLDINGS, INC., a Nevada corporation, and CELSIUS, INC., a Nevada corporation,

County of Residence of First Listed Defendant Palm Beach County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☐ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332(d)(2), Wash. Rev. Code Ann. §19.86.010, et seq.

Brief description of cause:
Celsius' Healthwashed Energy Products' representation is not true and is misleading, as the Healthwashed Energy Products do not aid in weight los

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
October 26, 2026

SIGNATURE OF ATTORNEY OF RECORD
/s/Steve W. Berman

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Annabelle Nielsen, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

CELSIUS HOLDINGS, INC., a Nevada corporation, and CELSIUS, INC., a Nevada corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Celsius Holdings, Inc.
2381 NW Executive Center Drive
Boca Raton, FL 33431
(561) 276-2239

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Steve Berman
Hagens Berman Sobol Shapiro LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292
steve@hbbslaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Annabelle Nielsen, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

CELSIUS HOLDINGS, INC., a Nevada corporation, and CELSIUS, INC., a Nevada corporation,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

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Boca Raton, FL 33431
(561) 276-2239

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Steve Berman
Hagens Berman Sobol Shapiro LLP
1301 Second Avenue, Suite 2000,
Seattle, WA 98101
(206) 623-7292
steve@hbsslaw.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc: