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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

ALAN RAMIREZ, on behalf of himself and all others similarly situated, **Plaintiff,** **v.** **US HEALTH & WELLBEING, LLC** **Defendant.**	**CASE NO.:** **CLASS ACTION** **COMPLAINT FOR DAMAGES, EQUITABLE, DECLARATORY, AND INJUNCTIVE RELIEF**

Plaintiff Alan Ramirez ("Plaintiff"), on behalf of himself and all others similarly situated, brings this class action against US Health & Wellbeing, LLC ("US Health" or "Defendant"), and on the basis of personal knowledge, information and belief, and the investigation of counsel, alleges as follows:

INTRODUCTION

1. This is a proposed class action on behalf of a California class of consumers seeking redress for Defendant's deceptive practices associated with the advertising, labeling, and sale of its SmartyPants Kids Zero Sugar Multi & Omegas dietary supplement gummies, which claim to have "Zero Sugar" despite containing allulose (the "Product" or "Class Product").





2. The Product's principal display panel unequivocally claims that it contains "Zero Sugar." The claim is highlighted and offset in a different color to reassure consumers, particularly parents purchasing vitamins for their children, that its Product is devoid of sugar.

3. Contrary to the representation on the Product's label, that it contains Zero Sugar, the ingredient deck reveals the inclusion of allulose -- a monosaccharide sugar.

> Other Ingredients: Soluble Tapioca Fiber‡, Allulose‡, Chicory Root (Inulin)‡, Pectin, Citric Acid, Sodium Citrate, Color Added (Organic Black Carrot Juice Concentrate), Natural Flavors, Organic Sunflower Oil, Organic Carnauba Wax, Lo Han Guo (Monk Fruit) Extract, Steviol Glycosides, Mixed Tocopherols, Rosemary Extract. ‡Adds a trivial amount of sugar.

4. Defendant knows that consumers are willing to pay more for products that contain zero sugar because they perceive them to be a healthier alternative to similar products that contain sugar. Indeed, Defendant advertises the Products with the clear intention that consumers rely on the representation made on the packaging that the Products contain "Zero Sugar."

5. Reasonable consumers such as Plaintiff do not have specialized knowledge necessary to identify ingredients in the Products as being inconsistent with Defendant's advertised claim of "Zero Sugar."

6. By falsely labeling the Product as having "Zero Sugar," Defendant has profited from consumers' preference for offerings that are perceived to be healthier and otherwise devoid of sugar.

7. Throughout the applicable Class Period (defined below), Defendant has falsely represented the true nature of its Product, and as a result of this false and misleading labeling, was able to sell the Product to thousands of unsuspecting consumers throughout California.

8. Plaintiff alleges that Defendant's conduct is in breach of warranty, violates California's Business and Professions Code § 17200, et. seq., California's Business & Professions Code § 17500, et. seq., and California Civil Code § 1750, et seq.

JURISDICTION AND VENUE

9. Jurisdiction of this Court is proper under 28 U.S.C. § 1332(d)(2). Plaintiff Ramirez is a citizen of California who resides in Madera, California. Defendant US Health & Wellbeing, LLC is a Delaware limited liability company with its principal place of business in Englewood Cliffs, New Jersey, and is therefore a citizen of those states for purposes of 28 U.S.C. § 1332(d)(10). Minimal diversity exists because Plaintiff, a citizen of California, is a citizen of a state different from Defendant. The amount in controversy exceeds $5,000,000 for the Plaintiff and members of the Class collectively, exclusive of interest and costs, by virtue of the combined purchase prices paid by Plaintiff and members of the putative Class, and the profits reaped by Defendant from its transactions with Plaintiff and the Class, as a direct and proximate result of the wrongful conduct alleged herein, and by virtue of the injunctive and equitable relief sought.

10. Venue is proper within this judicial district pursuant to 28 U.S.C. § 1391 because a substantial portion of the underlying transactions and events complained of occurred and affected persons and entities located in this judicial district. Defendant has received substantial compensation for affected transactions and business activity in this judicial district. Venue in the Fresno Division is proper under Local Rule 120(d) because the events giving rise to the claim occurred in Fresno County, where Plaintiff purchased the Product, and Madera County, where he resides.

PARTIES

11. Plaintiff Alan Ramirez is a citizen of California who resides in Madera, California.

12. Plaintiff Ramirez purchased Defendant's SmartyPants Kids Zero Sugar Multi & Omegas gummies on multiple occasions over the past 3 years from Costco Wholesale locations in Fresno, California.

13. Plaintiff Ramirez made his purchases after reading and relying on Defendant's Product label.

14. Plaintiff Ramirez believed the representations on the Product's label that, among other things, it contained "Zero Sugar."

15. Plaintiff Ramirez believed that Defendant lawfully marketed and sold the Product.

16. Plaintiff Ramirez relied on Defendant's labeling and was misled thereby.

17. Plaintiff Ramirez would not have purchased the Product, or would have purchased the Product on different terms, had he known the truth.

18. Plaintiff Ramirez was injured in fact and lost money as a result of Defendant's improper conduct.

19. Defendant US Health & Wellbeing, LLC is a Delaware limited liability company headquartered in Englewood Cliffs, New Jersey. It manufactures, markets, and sells the SmartyPants Kids Zero Sugar Multi & Omegas dietary supplement gummies at issue in this action, which are sold at grocery, retail, drug, and club stores throughout California and the United States.

GENERAL ALLEGATIONS

A. Consumer Demand for Zero Sugar Products

20. Consumer demand for products without sugar is well established. According to the International Food Information Council, nearly three out of four Americans (73%) try to limit or avoid sugar.[1] Indeed, products devoid of, or low in sugar fall squarely in consumers' definition of healthy foods/beverages.

21. That is consistent with the USDA 2025–2030 Dietary Guidelines for Americans which states 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.[2] Similarly, the World Health Organization recommends that "[t]he consumption of free sugars should be limited to less than 10% of total daily energy intake," and states that "[l]imiting further to 5% or less of total daily energy intake may provide additional health benefits." [3] The same is echoed by the U.S. Centers For Disease Control and Prevention, which advises, "[t]o live healthier, longer lives, most Americans need to move more and eat better. This includes consuming fewer added sugars. Consuming too much added sugar can contribute to health problems such as weight gain and obesity, type 2 diabetes, and

[1] International Food Information Council. 2022 Food and Health Survey. Available at https://ific.org/wp-content/uploads/2022/06/IFIC-2022-Food-and-Health-Survey-Report-May-2022.pdf (last visited September 10, 2026).

[2] USDA, Dietary Guidelines For American. Available at https://cdn.realfood.gov/DGA.pdf (last visited September 10, 2026).

[3] World Health Organization, *Healthy Diet,* January 2026. Available at https://www.who.int/news-room/fact-sheets/detail/healthy-diet.

heart disease." [4] The CDC concludes, "[n]o amount of added sugars or non-nutritive sweeteners is recommended or considered part of a healthy or nutritious diet." *Id.*

22. Controlling sugar intake is especially important for children. The Dietary Guidelines for Americans, 2025–2030 instruct parents to "[a]void added sugars during infancy and early childhood" and state that, for children ages 5 to 10, "[n]o amount of added sugars is recommended."[5] As the CDC summarizes, the Dietary Guidelines recommend "that children younger than 11 do not have any added sugar."[6] Yet in 2017–2018, children and young adults ages 2 to 19 consumed an average of 17 teaspoons of added sugars per day.[7] The American Heart Association has concluded that "[s]trong evidence supports the association of added sugars with increased cardiovascular disease risk in children through increased energy intake, increased adiposity, and dyslipidemia," and that these associations "are present at levels far below current consumption levels."[8] For these reasons, parents who are trying to limit their children's sugar consumption seek out, and rely on, "Zero Sugar" claims on products made for children, such as the Product.

23. Defendant has capitalized on this demand by selling a Product it claims to contain Zero Sugar. This representation is particularly impactful for the Product, a

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[4] CDC Nutrition: *Get the Facts: Added Sugars,* Available at https://www.cdc.gov/nutrition/php/data-research/added-sugars.html. (last visited September 10, 2026).

[5] U.S. Dep't of Agric. & U.S. Dep't of Health & Hum. Servs., Dietary Guidelines for Americans, 2025–2030, at 6–7. Available at https://cdn.realfood.gov/DGA.pdf (last visited October 26, 2026).

[6] *Supra* fn.4.

[7] *Id*.

[8] Miriam B. Vos et al., *Added Sugars and Cardiovascular Disease Risk in Children: A Scientific Statement From the American Heart Association*, 135 Circulation e1017 (2017). Available at https://doi.org/10.1161/CIR.0000000000000439 (last visited October 26, 2026).

children's multivitamin, because parents specifically seek out sugar-free vitamin alternatives for their children.

B. Defendant's Zero Sugar Representations

24. Defendant prominently represents on the Product's principal display panel that it contains "Zero Sugar."

25. The Zero Sugar representation communicates to reasonable consumers that the Product contains no sugar. That is the plain and ordinary meaning of "Zero Sugar." The claim is demonstrably false as Defendant's Other Ingredients statement identifies allulose, a sugar, as an ingredient in the Product.

26. The Product's Supplement Facts panel reinforces this materially misleading impression by declaring 0 grams of Total Sugars and 0 grams of Added Sugars.

C. Allulose Is a Sugar

27. "D-allulose, a C-3 epimer of D-fructose, is a rare monosaccharide used as a food ingredient or a sweetener."[9] It is a type of sugar that is low in calories while maintaining the majority of sweetness relative to basic sugars.[10]

28. The Food and Drug Administration ("FDA") identifies allulose as a sugar. In its 2016 Supplement 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. The current regulation

[9] Han-Joo Maeng et al., *Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol*, 8 Foods 448 (2019). Available at https://doi.org/10.3390/foods8100448 (last visited September 10, 2026)

[10] Youngji Han et al., *Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults*, 10 Nutrients art. 2010 (2018), https://doi.org/10.3390/nu10122010 (last visited September 10, 2026).

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).[11]

29. Allulose is identified as the second ingredient on the Product label, listed immediately after Soluble Tapioca Fiber. It is followed by 12 other ingredients. Under FDA regulations, ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a). Allulose's position as one of the first ingredients by weight indicates that it is present in the Product in significant quantity. Allulose's prominent placement demonstrates that it constitutes a substantial portion of the Product's formulation.

30. Under 21 C.F.R. § 101.60(c)(1)(i), a food may not be labeled "zero sugar" unless, among other conditions, it contains less than 0.5 gram of sugars per reference amount customarily consumed and per labeled serving. Defendant's own Supplement Facts panel, however, indicates that the Product contains allulose in an amount well above the 0.5-gram threshold. For a serving size of two gummies, the panel declares 3.5 grams of Total Carbohydrate, 2 grams of Dietary Fiber, and 0 grams of Total Sugars. Allulose is a carbohydrate, and FDA's allulose guidance states that allulose "must be included in the amount of 'Total Carbohydrate' declared on the label."[12] Accordingly, approximately 1.5 grams of carbohydrate per serving is neither dietary fiber nor declared sugar. Even allowing for rounding of the declared amounts, that carbohydrate exceeds 0.5 gram per serving. On information and belief, that carbohydrate consists substantially of allulose, the second most prominent

[11] Federal Register, *Food Labeling: Revision of the Nutrition and Supplement Facts Labels*, May 27, 2016. Available at https://www.federalregister.gov/documents/2016/05/27/2016-11867/food-labeling-revision-of-the-nutrition-and-supplement-facts-labels (Last visited September 10, 2026).

[12] FDA, Guidance for Industry: The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels (Oct. 2020). Available at https://www.fda.gov/media/123342/download (last visited October 26, 2026).

ingredient by weight, in an amount up to roughly three times the 0.5-gram maximum permitted for a "Zero Sugar" claim under 21 C.F.R. § 101.60(c)(1)(i).

D. The Product Violates FDA Nutrient Content Regulations

31. The Federal Food, Drug & Cosmetic Act ("FDCA") is a comprehensive federal consumer protection statute that broadly regulates the sale of food to the consuming public. 21 U.S.C §301. The FDCA prohibits the misbranding of any food. 21 U.S.C. §331(b).[13] Generally, a food is "misbranded" if, among other things, its labeling is false or misleading. 21 U.S.C. § 343.[14]

32. In addition to this broad prohibition, the FDCA governs specific labeling claims. FDA's nutrient-content-claim regulations expressly apply to both conventional foods and dietary supplements. 21 C.F.R. § 101.13(a). A claim that expressly or implicitly characterizes the level of a nutrient required in nutrition labeling under § 101.36 may not be made unless it complies with § 101.13 and the applicable regulations in subpart D. Id. § 101.13(b). Information appearing within the Supplement Facts panel is not itself a nutrient-content claim, but such information stated elsewhere on the label is subject to the nutrient-content-claim regulations. 21 C.F.R. § 101.13(c); see The challenged Zero Sugar representation is an express nutrient-content claim because it appears on the Product's principal display panel, outside the Supplement Facts panel, and directly states that sugar is absent from the Product. *Id.* § 101.13(b)(1), (c).

33. 21 C.F.R. §101.60 provides that a claim about a food's sugar content may be made only if the claim uses a term defined in that section and the food meets

[13] The term food broadly means "articles used for food or drink for man…" 21 U.S.C §321(f).

[14] California's Sherman Food, Drug, and Cosmetic Law adopted the FDCA verbatim. *See, e.g.*, California Health & Safety Code, Article 6, Section 110660 stating that "[a]ny food is misbranded if its labeling is false or misleading in any particular."

the conditions specified for that term. The claim must also comply with 21 C.F.R. § 101.13's general requirements, which include accuracy and non-deceptiveness. 21 C.F.R. § 101.60(a)(1)–(3). "Zero sugar" is among the absence-of-sugar terms specifically defined by 21 C.F.R. § 101.60(c)(1).

34. Section 101.60(c)(1) provides that a food may not be labeled "zero sugar" unless each of the following conditions is satisfied: (i) The food contains less than 0.5 gram of sugars, as defined in 21 C.F.R. § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving; (ii) The food contains no ingredient that is a sugar or that consumers generally understand to contain sugars, unless that ingredient is followed in the ingredient statement by an asterisk referring to a statement that it "adds a trivial amount of sugar," "adds a negligible amount of sugar," or "adds a dietarily insignificant amount of sugar"; and (iii) The food satisfies the regulation's calorie-claim condition or the term is immediately accompanied, each time it is used, by the statement "not a reduced calorie food," "not a low calorie food," or "not for weight control." 21 C.F.R. § 101.60(c)(1)(i)–(iii).

35. These requirements are conjunctive so failure to meet any one subsection violates the provision.

36. The Product fails to satisfy subsection (i). 21 C.F.R. §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. Upon information and belief, the Product contains allulose in a quantity that, when properly accounted for, exceeds 0.5 grams per reference amount customarily consumed and per labeled serving, as evidenced by Defendant's own Supplement Facts panel, which reflects approximately 1.5 grams per serving of carbohydrate that is neither fiber nor declared sugar, and by allulose's position as the second ingredient by weight on the Product's label.

37. The Seventh Circuit has confirmed this analysis. In *Franco v. Chobani, LLC*, 184 F.4th 599 (7th Cir. 2026), the court held that allulose is a sugar under § 101.9(c)(6)(ii) and that the Allulose Guidance is entitled to no deference because it is an announcement of enforcement discretion, not an interpretation of the regulation. *Id.* at 605–06. The court found that the regulation's definition of Total Sugars as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)" unambiguously includes all monosaccharides, and that the "such as" parenthetical is merely a list of non-exhaustive, illustrative examples, not a limitation based on physiological characteristics. *Id.* at 604–05.

38. The footnote on the Product's label does not save the "Zero Sugar" claim. The label places a double-dagger symbol (‡) next to "Allulose" (and next to two other ingredients) referring to a statement in small type that the ingredient "[a]dds a trivial amount of sugar." Even if that footnote were deemed to satisfy 21 C.F.R. § 101.60(c)(1)(ii), it has no bearing on the independent requirement of subsection (i), which the Product fails because, upon information and belief, it contains approximately 1.5 grams of allulose -- a sugar -- per serving. Because the requirements of § 101.60(c)(1) are conjunctive, compliance with one subsection cannot cure non-compliance with another. Moreover, the footnote's characterization of allulose's contribution as "trivial" is itself false and misleading: allulose is the second ingredient by weight and, on information and belief, accounts for roughly three times the regulatory threshold for a "Zero Sugar" claim.

39. Because the Product bears false, misleading, and impermissible outside-panel nutrient-content claims, it is misbranded under federal law. 21 U.S.C. § 343.

40. Sherman Law Adoption. While these fundamental violations of the FDCA serve to highlight the deceptive and misleading nature of Defendant's labeling, significantly, Plaintiff does not seek to prosecute or enforce any aspect of the FDCA. Plaintiff's state law claims are not preempted because they seek to enforce standards identical to the federal requirements. Each of the foregoing FDCA

violations independently violates California's Sherman Food, Drug, and Cosmetic Law, which incorporates the Food Drug and Cosmetic Act in its entirety by reference. Cal. Health & Safety Code § 110100. Each Sherman Law violation is, in turn, a predicate violation actionable under the "unlawful" prong of the UCL, as alleged in the Second Cause of Action below.

E. Reasonable Consumers Cannot Detect Defendant's Deception

41. Reasonable consumers have no reason to search the side or back panels when presented with the conspicuous front-panel representation that the Product contains "Zero Sugar." But even if they did, the Supplement Facts panel declares 0 grams of Total Sugars and 0 grams of Added Sugars.

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

43. Defendant knew, or should have known, that the Zero Sugar Representations were false or misleading when it labeled, distributed, and sold the Product. Specifically, Defendant knew that: (a) the Product contains allulose; (b) allulose is a free monosaccharide and sugar; (c) the label nevertheless represents that the Product contains "Zero Sugar;" (d) the Product does not comply with 21 C.F.R. § 101.60(c)(1)(i); and (e) reasonable consumers would rely on the Zero Sugar Representations when purchasing.

44. As an immediate, direct, and proximate result of Defendant's false, misleading, and deceptive representations and omissions, Defendant damaged Plaintiff and members of the Class in that they: (a) paid money for a product that was not as represented; (b) paid a premium for the Product; (c) were deprived of the

benefit of their bargain; and (d) would not have purchased the Product or would have paid less had they known the Zero Sugar Representations were false.

45. By failing to properly label its Product, Defendant has misled and deceived consumers in violation of the laws pled herein.

46. As a result of Defendant's unlawful and deceptive conduct, Plaintiff and members of the Class have been harmed.

NO ADEQUATE REMEDY AT LAW

47. Plaintiff and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

48. Broader Statutes of Limitations. The statutes of limitations for the causes of action pled herein vary. The limitations period is four years for claims brought under the UCL, which is one year longer than the statutes of limitations for damages claims under the CLRA.

49. Broader Scope of Conduct. The scope of actionable misconduct under the unlawful prong of the UCL is broader than the other causes of action asserted herein. The UCL creates a cause of action for violations of other laws (*e.g.,* Sherman Law), which does not require, among other things, that a reasonable consumer would have been deceived in order to establish a violation. Thus, Plaintiff and Class members may be entitled to restitution under the UCL, while not entitled to damages under other causes of action asserted herein (*e.g.,* the FAL requires actual or constructive knowledge of the falsity; the CLRA is limited to certain types of Plaintiff (an individual who seeks or acquires, by purchase or lease, any goods or services for personal, family, or household purposes) and other statutorily enumerated conduct).

50. Injunctive Relief to Cease Misconduct and Dispel Misperception. Injunctive relief is appropriate on behalf of Plaintiff and members of the Class because Defendant continues to misrepresent the Products with the challenged

representations. Injunctive relief is necessary to prevent Defendant from continuing to engage in the unfair, fraudulent, and/or unlawful conduct described herein and to prevent future harm -- none of which can be achieved through available legal remedies (such as monetary damages to compensate past harm).

51. Further, injunctive relief, in the form of affirmative disclosures is necessary to dispel the public misperception about the Product that has resulted from years of Defendant's unfair, fraudulent, and unlawful marketing efforts. Such disclosures would include, but are not limited to, publicly disseminated statements that the Product's challenged representations are not true and providing accurate information about the Product's true nature; and/or requiring prominent qualifications and/or disclaimers on the Product's front label concerning the Product's true nature.

52. An injunction requiring affirmative disclosures to dispel the public's misperception, and prevent the ongoing deception and repeat purchases based thereon, is also not available through a legal remedy (such as monetary damages).

53. Procedural Posture -- Incomplete Discovery & Pre-Certification. Lastly, this is an initial pleading in this action and discovery has not yet commenced. No class has been certified. No expert discovery has commenced. The completion of fact and expert discovery, as well as the certification of this case as a class action, are necessary to finalize and determine the adequacy and availability of all remedies, including legal and equitable, for Plaintiff's individual claims and any certified class. Plaintiff therefore reserves his right to amend this complaint and/or assert additional facts that demonstrate this Court's jurisdiction to order equitable remedies where no adequate legal remedies are available for either Plaintiff and/or any certified class. Such proof, to the extent necessary, will be presented prior to the trial of any equitable claims for relief and/or the entry of an order granting equitable relief.

ECONOMIC INJURY

54. Plaintiff sought to buy Products that were lawfully labeled, marketed, and sold.

55. Plaintiff saw and relied on Defendant's misleading labeling of its Products.

56. Plaintiff believed that the purchased Products contained Zero Sugar.

57. Plaintiff believed that the Products were lawfully marketed and sold.

58. In reliance on the claims made by Defendant regarding the qualities of its Products, Plaintiff paid a price premium.

59. As a result of their reliance on Defendant's misrepresentations, Plaintiff received Products that contained ingredients which he reasonably believed the Products did not contain.

60. Plaintiff received Products that were unlawfully marketed and sold.

61. Plaintiff lost money and thereby suffered injury as he would not have purchased these Products and/or paid as much for them absent the misrepresentation.

62. Defendant knows that the claim "Zero Sugar" is material to a consumer's purchasing decision, particularly for parents purchasing dietary supplements for their children.

63. Plaintiff altered his position to his detriment and suffered damages in an amount equal to the amounts he paid for the Products he purchased, and/or in additional amounts attributable to the deception.

64. By engaging in the false and deceptive conduct alleged herein, Defendant reaped, and continues to reap financial benefits in the form of sales and profits from its Products.

65. Plaintiff, however, would be willing to purchase products labeled as "Zero Sugar" again in the future, including Defendant's Product, should he be able to rely with any confidence on Defendant's marketing as truthful and not deceptive.

CLASS ACTION ALLEGATIONS

66. Plaintiff brings this action on behalf of himself and on behalf of a class of all other similarly situated consumers defined as follows: All persons in California who purchased the Product in California during the Class Period. [15] The Class Period is the maximum time allowable as determined by the statute of limitation periods accompanying each cause of action.

67. Plaintiff brings this class action pursuant to Federal Rule of Civil Procedure 23(a), and 23(b)(1), 23(b)(2), 23(b)(3) and 23(c)(4).

68. Excluded from the Class are: (i) Defendant and its employees, principals, affiliated entities, legal representatives, successors and assigns; and (ii) the judges to whom this action is assigned.

69. Upon information and belief, there are tens of thousands of members of the Class. Therefore, individual joinder of all members of the Class would be impracticable.

70. There is a well-defined community of interest in the questions of law and fact affecting the parties represented in this action.

71. Common questions of law or fact exist as to all members of the Class. These questions predominate over the questions affecting only individual Class members. These common legal or factual questions include but are not limited to:

a. Whether Defendant marketed, packaged, or sold the Product to Plaintiff and those similarly situated using false, misleading, or deceptive statements or representations;

[15] The statute of limitations for Plaintiff's claims under California Civil Code § 1750, et seq. is 3 years. Accordingly for these claims the Class Period begins 3 years from the date of the initial filing to the present. Plaintiff's claims under California's Business and Professions Code § 17200, *et. seq.,* California's Business & Professions Code § 17500, *et. seq.,* and for breach of express warranty have a statute of limitations of 4 years. Accordingly the Class Period for these claims begins 4 years from the date of the initial filing to the present.

b. Whether Defendant omitted or misrepresented material facts in connection with the sales of their Products;

c. Whether Defendant participated in and pursued the common course of conduct complained of herein;

d. Whether Defendant's actions violate the Unfair Competition Law, Cal. Bus. & Prof. Code §§17200, et seq. (the "UCL");

e. Whether Defendant's actions violate the False Advertising Law, Cal. Bus. & Prof. Code §§17500, et seq. (the "FAL");

f. Whether Defendant's actions violate the Consumers Legal Remedies Act, Cal. Civ. Code §§1750, et seq. (the "CLRA");

g. Whether Defendant's actions constitute breach of express warranty;

h. Whether Defendant should be enjoined from continuing the above-described practices;

i. Whether Plaintiff and members of the Class are entitled to declaratory relief; and

j. Whether Defendant should be required to make restitution, disgorge profits, reimburse losses, and pay damages as a result of the above-described practices.

72. Plaintiff's claims are typical of the claims of the Class, in that Plaintiff is a consumer who purchased Defendant's Product. Plaintiff is no different in any relevant respect from any other Class member who purchased the Product, and the relief sought is common to the Class.

73. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the members of the Class he seeks to represent, and he has retained counsel competent and experienced in conducting complex class

action litigation. Plaintiff and his counsel will adequately protect the interests of the Class.

74. A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by each individual Class member will likely be relatively small, especially given the cost of the Products at issue and the burden and expense of individual prosecution of complex litigation necessitated by Defendant's conduct. Thus, it would be virtually impossible for members of the Class individually to effectively redress the wrongs done to them. Moreover, even if members of the Class could afford individual actions, it would still not be preferable to class-wide litigation. Individualized actions present the potential for inconsistent or contradictory judgments. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

75. In the alternative, the Class may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate preliminary and final equitable relief with respect to each Class.

76. The requirements for maintaining a class action pursuant to Rule 23(b)(2) are also met, as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
Breach of Express Warranty

77. Plaintiff incorporates each and every allegation contained in the paragraphs above as if rewritten herein.

78. Plaintiff's express warranty claims are based on violations of Cal. Com. Code §2313.

79. Defendant made express warranties to Plaintiff and members of the Class that the Products they purchased contained Zero Sugar.

80. The express warranties made to Plaintiff and members of the Class appear on every Product label. This warranty regarding the nature of the Product marketed by Defendant specifically relates to the goods being purchased and became the basis of the bargain.

81. Plaintiff and Class members purchased the Products in the belief that they conformed to the express warranties that were made on the Products' labels.

82. Defendant breached the express warranties made to Plaintiff and members of the Class by failing to supply goods that conformed to the warranties it made. As a result, Plaintiff and members of the Class suffered injury and deserve to be compensated for the damages they suffered.

83. Plaintiff and the members of the Class paid money for the Products. However, Plaintiff and the members of the Class did not obtain the full value of the advertised Products. If Plaintiff and other members of the Class had known of the true nature of the Products, they would not have purchased them or paid less for them. Accordingly, Plaintiff and members of the Class have suffered injury in fact and lost money or property as a result of Defendant's wrongful conduct.

84. Plaintiff and Class members are therefore entitled to recover damages, equitable relief such as restitution and disgorgement of profits, and declaratory and injunctive relief.

SECOND CAUSE OF ACTION

Unlawful Business Practices
Violation of The Unfair Competition Law ("UCL")
Bus. & Prof. Code §§17200, *et seq*.
(On behalf of the California Class)

85. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

86. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. Prof. Code §17200.

87. A business act or practice is "unlawful" if it violates any established state or federal law.

88. Defendant's acts, omissions, misrepresentations, practices, and/or non-disclosures concerning the Products alleged herein, constitute "unlawful" business acts and practices in that they violate the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§301, et seq. and its implementing regulations, including, at least, the following sections:

a. 21 U.S.C. §343(a), which deems food misbranded when its labeling contains a statement that is false or misleading in any particular;
b. 21 U.S.C. § 343(r) and 21 C.F.R. §§ 101.13 and 101.60(c)(1), which prohibit nutrient content claims characterizing the level of sugar in a food unless the food satisfies FDA's definitions for such claims;
c. 21 U.S.C. §§331and 333, which prohibits the introduction of misbranded foods into interstate commerce.

89. California has expressly adopted federal labeling requirements as its own pursuant to the Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the "Sherman Law"), the Sherman Law, which provides that "[a]ll food labeling regulations and any amendments to those regulations adopted pursuant to the federal act, in effect on January 1, 1993, or adopted on or after that date shall be the food regulations of this state." Cal. Health & Safety Code § 110100.

90. Each of Defendant's violations of federal law and regulations violates California's Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 et seq. (the "Sherman Law"), including, but not limited to, the following sections:

91. Section 110100 (adopting all FDA regulations as state regulations);

92. Section 110290 ("In determining whether the labeling or advertisement of a food . . . is misleading, all representations made or suggested by statement, word, design, device, sound, or any combination of these, shall be taken into account");

93. Section 110390 ("It is unlawful for any person to disseminate any false advertisement of any food. . . . An advertisement is false if it is false or misleading in any particular");

94. Section 110395 ("It is unlawful for any person to manufacture, sell, deliver, hold, or offer for sale any food . . . that is falsely advertised");

95. Section 110398 ("It is unlawful for any person to advertise any food, drug, device, or cosmetic that is adulterated or misbranded");

96. Section 110400 ("It is unlawful for any person to receive in commerce any food . . . that is falsely advertised or to deliver or proffer for delivery any such food . . . ."); and

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

98. Because the Product bears "Zero Sugar" nutrient-content claims despite containing allulose, a monosaccharide sugar, the Product is misbranded and falsely advertised under California law, and Defendant's labeling, distribution, and sale of the Product are unlawful.

99. Each of the challenged omissions, statements, and actions by Defendant violates the FDCA, 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 violates 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), 101.36(b)(1)(i), and 101.60(a)(1)–(3), (c)(1). Each such violation consequently violates the "unlawful" prong of the UCL.

100. Defendant's conduct is further "unlawful" because it violates California's False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq. (the "FAL"), California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (the "CLRA"), and breaches express warranty, as discussed in the claims above and below.

101. By committing the unlawful acts and practices alleged above, Defendant has engaged, and continues to be engaged, in unlawful business practices within the meaning of California Business and Professions Code §§17200, *et seq.*

102. Through their unlawful acts and practices, Defendant has obtained, and continue to unfairly obtain, money from members of the Class. As such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and all members of the Class, to disgorge the profits Defendant made on these transactions, and to enjoin Defendant from continuing to violate the Unfair Competition Law or violating it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and denied an effective and complete remedy if such an order is not granted.

103. In accordance with California Business & Professions Code Section 17203, and as Plaintiff lacks an adequate remedy at law, he seeks an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign. California Business & Professions Code section 17203.

THIRD CAUSE OF ACTION
Unfair Business Practices
Violation of The Unfair Competition Law
Bus. & Prof. Code §§ 17200, *et seq*.

104. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

105. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. Prof. Code §17200.

106. A business act or practice is "unfair" under the Unfair Competition Law if the reasons, justifications and motives of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

107. Defendant has violated, and continues to violate, the "unfair" prong of the UCL through their misleading description of the Products. The gravity of the harm to members of the Class resulting from such unfair acts and practices outweighs any conceivable reasons, justifications, or motives of Defendant for engaging in such deceptive acts and practices. By committing the acts and practices alleged above, Defendant engaged, and continued to engage, in unfair business practices within the meaning of California Business and Professions Code §§17200, *et seq*.

108. Through its unfair acts and practices, Defendant obtained, and continue to unfairly obtain, money from members of the Class. As such, Plaintiff has been injured and requests that this Court cause Defendant to restore this money to Plaintiff and the members of the Class, to disgorge the profits Defendant made on their Products, and

to enjoin Defendant from continuing to violate the Unfair Competition Law or violating it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and denied an effective and complete remedy if such an Order is not granted.

109. In accordance with California Business & Professions Code section 17203, and as Plaintiff lacks an adequate remedy at law, he seeks an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign. California Business & Professions Code section 17203.

FOURTH CAUSE OF ACTION

Fraudulent Business Practices Violation of The Unfair Competition Law Bus. & Prof. Code §§ 17200, *et seq*.

110. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

111. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. & Prof. Code §17200.

112. A business act or practice is "fraudulent" under the Unfair Competition Law if it actually deceives or is likely to deceive members of the consuming public.

113. Defendant's acts and practices of mislabeling its Products as containing "Zero Sugar" when, in fact, they contain allulose, a monosaccharide sugar, constitute a fraudulent business practice likely to deceive members of the consuming public.

114. As a result of the conduct described above, Defendant has been, and will continue to be, unjustly enriched at the expense of Plaintiff and members of the proposed Class. Specifically, Defendant has been unjustly enriched by the profits it has obtained from Plaintiff and the Class from the purchases of its Products.

115. Through its fraudulent acts and practices, Defendant has improperly obtained, and continue to improperly obtain, money from members of the Class. As

such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and the Class, to disgorge the profits Defendant has made, and to enjoin Defendant from continuing to violate the Unfair Competition Law or violating it in the same fashion in the future. Otherwise, the Class may be irreparably harmed and denied an effective and complete remedy if such an Order is not granted.

116. In accordance with California Business & Professions Code section 17203, and as Plaintiff lacks an adequate remedy at law, he seeks an order enjoining Defendant from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

FIFTH CAUSE OF ACTION

False Advertising
Violation of California Business & Professions Code §§ 17500, *et seq*.

117. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

118. Defendant uses advertising and packaging to sell its Products. Defendant disseminates advertising regarding its Products which by their very nature are deceptive, untrue, or misleading within the meaning of California Business & Professions Code §§17500, *et seq.* because those advertising statements contained on the labels are misleading and likely to deceive, and continue to deceive, members of the putative Class and the general public.

119. In making and disseminating the statements alleged herein, Defendant knew or should have known that the statements were untrue or misleading, and acted in violation of California Business & Professions Code §§17500, *et seq*.

120. The misrepresentations and non-disclosures by Defendant of the material facts detailed above constitute false and misleading advertising and therefore constitute a violation of California Business & Professions Code §§17500, *et seq*.

121. Through their deceptive acts and practices, Defendant has improperly and illegally obtained money from Plaintiff and the members of the Class. As such, Plaintiff requests that this Court cause Defendant to restore this money to Plaintiff and the members of the Class, and to enjoin Defendant from continuing to violate California Business & Professions Code §§17500, et seq., as discussed above. Otherwise, Plaintiff and those similarly situated will continue to be harmed by Defendant's false and/or misleading advertising.

122. Pursuant to California Business & Professions Code §17535, Plaintiff seeks an Order of this Court ordering Defendant to fully disclose the true nature of its misrepresentations. Plaintiff additionally requests an Order: (1) requiring Defendant to disgorge its ill-gotten gains, (2) award full restitution of all monies wrongfully acquired by Defendant, and (3) interest and attorneys' fees. Plaintiff and the Class may be irreparably harmed and denied an effective and complete remedy if such an Order is not granted.

123. As a result, and as they lack an adequate remedy at law, Plaintiff and the Class are entitled to equitable relief, restitution, and an order for the disgorgement of the funds by which Defendant was unjustly enriched, and pray for relief as set forth below.

SIXTH CAUSE OF ACTION

Violation of the Consumers Legal Remedies Act California Civil Code §§ 1750, *et seq*.

124. Plaintiff incorporates each and every allegation contained in the paragraphs above as if restated herein.

125. This cause of action is brought pursuant to the Consumers Legal Remedies Act, California Civil Code §§1750, *et seq*. (the "CLRA").

126. Plaintiff and each member of the proposed Class are "consumers" within the meaning of Civil Code §1761(d).

127. The purchases of the Products by consumers constitute "transactions" within the meaning of Civil Code §1761(e) and the Products constitute "goods" within the meaning of Civil Code §1761(a).

128. Defendant has violated, and continues to violate, the CLRA in at least the following respects:

a. §1770(5) pertaining to misrepresentations regarding the characteristics of goods sold -- specifying that misleading representations regarding ingredients violate the CLRA;
b. §1770(7) pertaining to misrepresentations regarding the standard, quality, or grade of goods sold; and
c. § 1770(9) pertaining to goods advertised with the intent not to provide what is advertised.

129. Defendant knew, or should have known, that the labeling of its Products violated consumer protection laws, and that these statements would be relied upon by Plaintiff and the members of the Class.

130. The representations were made to Plaintiff and all members of the Class. Plaintiff relied on the accuracy of the representations on Defendant's labels, which formed a material basis for his decision to purchase the Products. Moreover, based on the very materiality of Defendant's misrepresentations uniformly made on or omitted from their Product labels, reliance may be presumed or inferred for all members of the Class.

131. Defendant carried out the scheme set forth in this Complaint willfully, wantonly, and with reckless disregard for the interests of Plaintiff and the Class, and as a result, Plaintiff and the Class have suffered an ascertainable loss of money or property.

132. Plaintiff and the members of the Class request that this Court enjoin Defendant from continuing to engage in the unlawful and deceptive methods, acts and practices alleged above, pursuant to California Civil Code §1780(a)(2). Unless

Defendant is permanently enjoined from continuing to engage in such violations of the CLRA, future consumers of Defendant's Products will be damaged by their acts and practices in the same way as have Plaintiff and the members of the proposed Class.

133. In conjunction with this Complaint, Plaintiff will serve a CLRA demand pursuant to Civil Code §1782, notifying Defendant of the conduct described herein and that such conduct is in violation of particular provisions of Civil Code §1770. If Defendant fails to take corrective action within thirty days, Plaintiff will amend the Complaint to seek the full measure of damages available under Civil Code §1780(a).

134. Plaintiff and the members of the Class request that this Court enjoin Defendant from continuing to engage in the unlawful and deceptive methods, acts, and practices alleged above pursuant to California Civil Code §1780(a)(2).

PRAYER FOR RELIEF

THEREFORE, Plaintiff, on behalf of himself and on behalf of the other members of the Class and for the Counts so applicable on behalf of the general public request an award and relief as follows:

A. An order certifying that this action is properly brought and may be maintained as a class action, that Plaintiff be appointed Class Representative, and Plaintiff's counsel be appointed Lead Counsel for the Class.

B. Restitution in such amount that Plaintiff and all members of the Class paid to purchase Defendant's Products or restitutionary disgorgement of the profits Defendant obtained from those transactions, for Causes of Action for which they are available.

C. Compensatory damages for Causes of Action for which they are available.

D. Statutory penalties for Causes of Action for which they are available.

E. Punitive Damages for Causes of Action for which they are available.

F. A declaration and Order enjoining Defendant from marketing and labeling its Products deceptively, in violation of laws and regulations as specified in this Complaint.

G. An Order awarding Plaintiff his costs of suit, including reasonable attorneys' fees and pre and post-judgment interest.

H. An Order requiring an accounting for, and imposition of, a constructive trust upon all monies received by Defendant as a result of the unfair, misleading, fraudulent and unlawful conduct alleged herein.

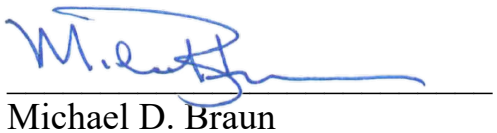
I. Such other and further relief as may be deemed necessary or appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all causes of action or issues so triable.

DATED: October 26, 2026

Respectfully submitted,



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Facsimile: (401) 861-6064
Email: pnwlaw@aol.com

Counsel for Plaintiff

JS 44 (Rev. 04/21)

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

ALAN RAMIREZ, on behalf of himself and all others similarly situated,

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

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

Michael D. Braun, Kuzyk Law, LLP, 2121 Avenue of the Stars, Ste. 800, Los Angeles, CA 90067, 213-410-4100

DEFENDANTS

US HEALTH & WELLBEING, LLC

County of Residence of First Listed Defendant Bergen, NJ
(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)***:
Bus & Professions Code §17200, §17500; California Civil Code §1750, Express Warranty

Brief description of cause:
false and misleading business practice

VII. REQUESTED IN COMPLAINT:

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

DEMAND $ 5,000,001

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10-26-2026

SIGNATURE OF ATTORNEY OF RECORD

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 pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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