UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

ANTHONY VALENTE, 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. **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff Anthony Valente, through his undersigned counsel, on behalf of himself 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

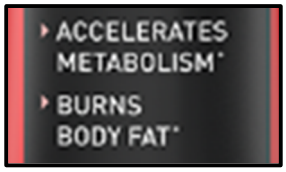
1. Consumers increasingly care about the content of and functional benefits provided by the products they purchase. This trend is true for beverages, and especially true for functional beverages like energy drinks, probiotic drinks, and vitamin-enhanced drinks.[1]

[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. 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]

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.

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[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).

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 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 Illinois consumers who purchased the Healthwashed Energy Products. Plaintiff asserts claims under the Illinois Consumer Fraud and Deceptive Business Practices Act and common law.

[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).

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 Illinois.

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 Anthony Valente ("Plaintiff") is, and at all times relevant, has been a citizen and resident of Illinois, domiciled in New Lenox, Illinois, in Will County. Plaintiff Valente purchased the Healthwashed Energy Products at stores including Jewel-Osco (in New Lenox and Frankfort, Illinois) and Thorntons and BP gas stations (in Midlothian, Illinois). On average approximately weekly, between approximately November 2023 and August 2026, Plaintiff purchased Celsius energy drinks, including CELSIUS Essential Energy Sparkling Watermelon, CELSIUS Essential Energy Sparkling Kiwi Strawberry, and CELSIUS On-the-Go Peach.

13. Had Celsius disclosed the truth, Plaintiff Valente 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."

14. Prior to purchasing these products, Plaintiff Valente 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.

15. Because of the misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, Plaintiff Valente believed he was purchasing fitness drinks or supplement products that upon consuming, by themselves, would increase his metabolism and burn body fat. During the time he 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, he 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 Valente would not have purchased the Healthwashed Energy Products at all or otherwise would have paid less for them.

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

17. 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.

18. 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 Illinois.

19. 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 Illinois. Celsius, Inc. is registered with the Illinois Secretary of State to market, sell, and distribute beverages and related products, including the Healthwashed Energy Products, in Illinois.

20. 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.

21. "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 Illinois.

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

a) CELSIUS Essential Energy Sparkling Galaxy Vibe;



b) CELSIUS Essential Energy Sparkling Astro Vibe;



c) CELSIUS Essential Energy Sparkling Arctic Vibe;



d) CELSIUS Essential Energy Sparkling Tropical Vibe;



e) CELSIUS Essential Energy Sparkling Peach Vibe;



f) CELSIUS Essential Energy Sparkling Raspberry Peach;



g) CELSIUS Essential Energy Sparkling Wild Berry;



h) CELSIUS Essential Energy Sparkling Watermelon;



i) CELSIUS Essential Energy Sparkling Grape Rush;



j) CELSIUS Essential Energy Sparkling Orange;



k) CELSIUS Essential Energy Sparkling Strawberry Lemonade;



l) CELSIUS Essential Energy Raspberry Acai Green Tea;



m) CELSIUS Fizz Free Pink Lemonade;



n) CELSIUS Sparkling Fuji Apple Pear;



o) CELSIUS Sparkling Blue Razz Lemonade;



p) CELSIUS Sparkling Kiwi Strawberry;



q) CELSIUS On-the-Go Strawberry Coconut;



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



s) CELSIUS On-the-Go Cranberry Lemon.



23. 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."

24. 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."

25. 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).

26. 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

27. 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]

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

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

30. 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).

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

32. 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]

33. 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]

34. 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,

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

35. 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

36. 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.

37. 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]

38. 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

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https://www.beveragedaily.com/Article/2025/04/23/celsius-on-building-a-lifestyle-energy-drink-brand/ (last accessed Oct. 26, 2026).

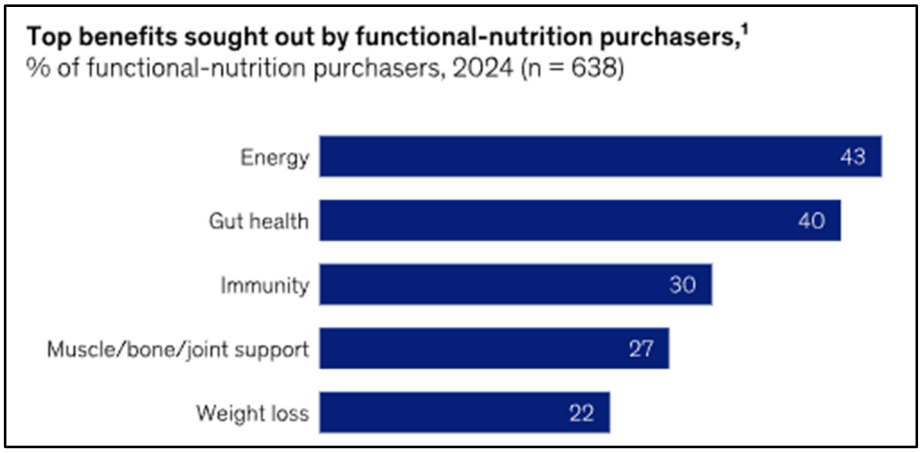
[16] *Id*.

[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).

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

39. 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]



[19] *Id.*

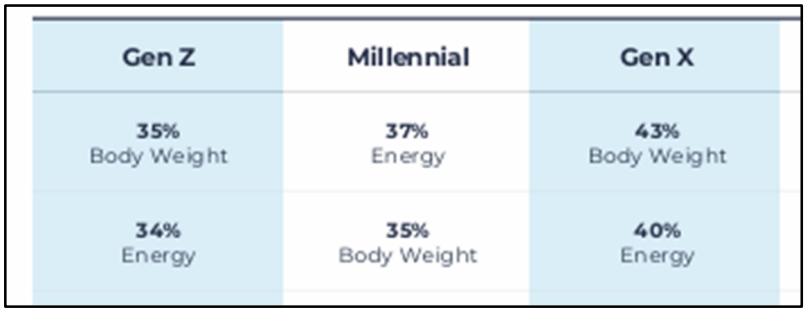
[20] *Id.*

[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.*

40. 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]

41. 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

42. 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]

43. 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

[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).

[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).

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]

44. "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]

45. 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]

46. 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]

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[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, 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*.

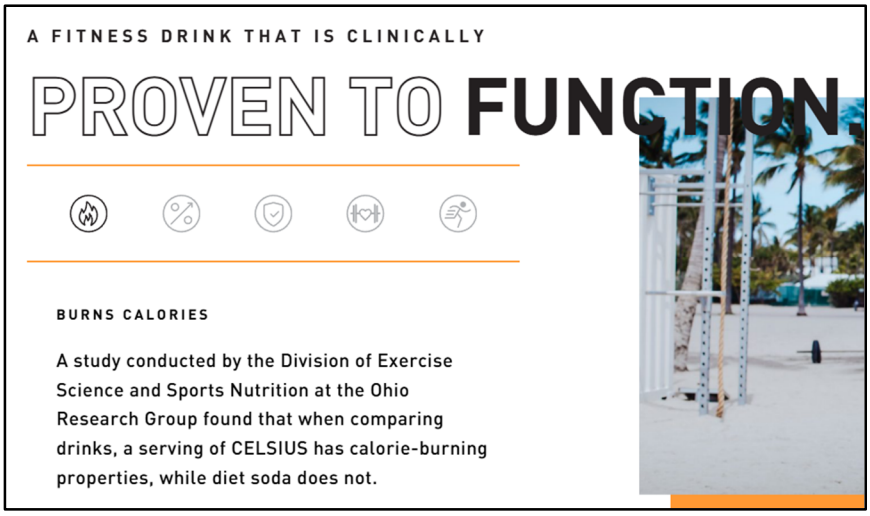
C. Celsius Has Actively Concealed the Truth About the Health and Wellness Benefits from Consumers

47. 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.

48. 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.

49. 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]

50. 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]



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

[32] *Id*.

51. 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]

52. 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.

53. 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]

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

[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*

54. 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]

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

56. 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]

57. 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

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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).

[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.").

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.

58. 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.

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

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

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

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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.

68. The misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct by Celsius as represented on the Healthwashed Energy Products' labels are material and reasonably likely to deceive reasonable consumers, such as Plaintiff, in his purchasing decisions.

69. 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.

70. 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.

71. 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.

72. 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
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

73. 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.

74. 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

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

76. 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.

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

(a) "Accelerates metabolism";





(b) "Burns body fat"





(c) "Live fit"

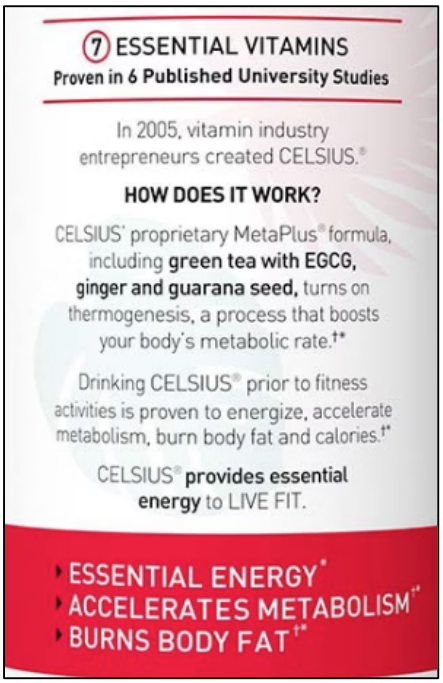




78. The back of each Healthwashed Energy Products' labeling communications include, but are not limited to:

(a) "Proven in 6 Published University Studies"

(b) "Drinking CELSIUS® prior to fitness activities is proven to energize, accelerate metabolism, burn body fat and calories."



79. 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.

80. 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.

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

82. 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.

83. 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.

84. 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.

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

86. 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.

87. 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.

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

89. 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.

90. 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.

91. 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.

92. 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.

93. 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

94. 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.

95. 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.

96. 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.

97. 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

98. 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.

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

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

VI. CLASS ALLEGATIONS

101. 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 Illinois between October 27, 2022, through the time of trial.

102. 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.

103. 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.

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

105. 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.

106. 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 Illinois 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.

107. 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.

108. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiff is an adequate Class representative because his 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 class action litigation; and Plaintiff intends to prosecute this action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and his counsel.

109. 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.

110. 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 ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 Ill. Comp. Stat. §505/1, *et seq*.) Against Celsius on Behalf of the Class

111. Plaintiff and each Class member are "persons" within the meaning of 815 Ill. Comp. Stat. §505/1(c).

112. Celsius is a "person" within the meaning of 815 Ill. Comp. Stat. §505/1(c).

113. The Healthwashed Energy Products are "merchandise" within the meaning of 815 Ill. Comp. Stat. §505/1(b).

114. Plaintiff's and each Class member's purchase of the Healthwashed Energy Products constituted a sale of merchandise within the meaning of 815 Ill. Comp. Stat. §505/1(d).

115. The conduct described herein constitutes a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. § 505/1, *et seq*. ("ICFA").

116. 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.

117. 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.

118. 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.

119. 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.

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

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

122. Due to the misrepresentations, partial misrepresentations, the overall impression communicated by the Products' labels, and other deceptive conduct by Celsius, reasonable consumers, like Plaintiff, would not suspect the Healthwashed Energy Products did not, by themselves, increase one's metabolism, burn body fat, or aid in weight loss.

123. 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.

124. 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.

125. 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.

126. Plaintiff and the Class Members did in fact rely on and accept as true, as Celsius intended, the Healthwashed Energy Products' packaging misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive conduct in deciding whether to purchase the Healthwashed Energy Products, and at what price. Reasonable consumers must and do rely on Celsius to honestly report on the health and wellness benefits of the Healthwashed Energy Products it sells.

127. The misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other deceptive, unfair, and misleading conduct by

Celsius caused Plaintiff and the Class Members to suffer injury in the form of actual damages when the purchased the Healthwashed Energy Products that were worth less than the price paid. If Plaintiff and the Class Members had known that the Healthwashed Energy Products did not, by themselves, increase one's metabolism, burn body fat, or aid in weight loss as advertised and marketed on Celsius's product labels, they would not have paid the price premium they paid for the Healthwashed Energy Products or purchased them at all.

128. Plaintiff and the Class Members have been harmed, and that harm will continue unless Celsius is enjoined from further engaging in deceptive acts and practices with respect to the true health and wellness benefits of the Healthwashed Energy Products.

129. 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 he would not have purchased without Celsius's concealment, misrepresentations, and other deceptive, unfair, and misleading conduct, and overall impression communicated by the Products' labels.

130. Celsius is liable to Plaintiff for damages in amounts to be proven at trial, including actual damages, compensatory damages, penalties, attorneys' fees, and costs, as set forth in Section 10a of the ICFA.

131. Celsius's deceptive, misleading, unfair, and unconscionable practices set forth above were done willfully, wantonly, and maliciously, entitling Plaintiff and the Class to an award of punitive damages.

COUNT II

VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 Ill. Comp. Stat. §505/1, *et seq*.) Against Celsius on Behalf of the Class (Lack of Substantiation)

132. Plaintiff and each Class member are "persons" within the meaning of 815 Ill. Comp. Stat. §505/1(c).

133. Plaintiff and each Class member are "persons" within the meaning of 815 Ill. Comp. Stat. §505/1(c).

134. Celsius is a "person" within the meaning of 815 Ill. Comp. Stat. §505/1(c).

135. The Healthwashed Energy Products are "merchandise" within the meaning of 815 Ill. Comp. Stat. §505/1(b).

136. Plaintiff's and each Class member's purchase of the Healthwashed Energy Products constituted a sale of merchandise within the meaning of 815 Ill. Comp. Stat. §505/1(d).

137. The conduct described herein constitutes a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. § 505/1, *et seq*. ("ICFA").

138. 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.

139. Celsius's deceptive and unfair practices, and scheme, as alleged herein, injured Plaintiff and the Class in their business or property.

140. Plaintiff and the Class paid for the Healthwashed Energy Products that were marketed with the Wellness Claims, promising that drinking them, by themselves, and "burn[] body fat," and that "Drinking CELSIUS® prior to fitness activities is proven to energize, accelerate metabolism, burn body fat and calories" when in fact the Healthwashed Energy Products

do not aid in weight loss. Celsius represented that those fat burning claims are established by scientific proof ("Proven in 6 Published University Studies") when Celsius lacked a reasonable basis for that representation.

141. Through these representations, Celsius communicated to reasonable consumers that scientific testing exists that substantiates the claim that the Products, by themselves, burn body fat.

142. 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.

143. 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.

144. Whether the Healthwashed Energy Products, by themselves, will burn body fat, or aid in weight loss is material information to reasonable consumers, including Plaintiff.

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

146. Due to the concealment, misrepresentations, partial misrepresentations, overall impression communicated by the Products' labels, and other unfair, and misleading conduct by Celsius, reasonable consumers, like Plaintiff, would suspect the Healthwashed Energy Products burn body fat and that Celsius's claims are supported by scientific studies.

147. 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.

148. 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.

149. Based on the failure to disclose the truth about the Wellness Claims as promised by the Healthwashed Energy Products, no reasonable consumer would expect, suspect, or understand that the Wellness Claims relating to fat-burning are not substantiated by scientific studies as advertised.

150. Plaintiff and the Class Members did in fact rely on and accept as true the Healthwashed Energy Products' packaging in deciding whether to purchase the Healthwashed Energy Products, and at what price. Reasonable consumers must and do rely on Celsius to honestly report on the health and wellness benefits of the Healthwashed Energy Products it sells.

151. The deceptive, unfair, and misleading conduct by Celsius caused Plaintiff and the Class Members to purchase and overpay for the Healthwashed Energy Products. If Plaintiff and the Class Members had known that the fat-burning claims on the Healthwashed Energy Products were not substantiated by scientific studies as advertised and marketed on Celsius's product labels, they would not have paid the price premium they paid for the Healthwashed Energy Products.

152. Plaintiff and the Class Members have been harmed, and that harm will continue unless Celsius is enjoined from further engaging in deceptive acts and practices with respect to the true health and wellness benefits of the Healthwashed Energy Products.

153. 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, burned body fat and aided in weight loss; and/or (2) purchasing Healthwashed Energy Products he would not have purchased without Celsius's

concealment, Misrepresentations, and other deceptive, unfair, and misleading conduct, and overall impression communicated by the Products' labels.

154. Celsius is liable to Plaintiff for damages in amounts to be proven at trial, including actual damages, compensatory damages, penalties, attorneys' fees, and costs, as set forth in Section 10a of the ICFA.

155. Celsius's deceptive, misleading, unfair, and unconscionable practices set forth above were done willfully, wantonly, and maliciously, entitling Plaintiff and the Class to an award of punitive damages.

COUNT III

FRAUDULENT MISREPRESENTATION

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

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

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

159. 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.

160. 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.

161. 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.

162. 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

163. 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."

164. However, the studies cited by Celsius were 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 none of the studies supports the claim that Celsius helps "reduce body fat" or that independent studies have contradicted the purported findings of the studies, which would also be material information to reasonable consumers.

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

166. 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.

167. 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.

168. 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.

169. 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.

170. 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 his favor and against Celsius, as follows:

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

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 28, 2026

Respectfully submitted,

By: *Kara A. Elgersma*

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