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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALEX WOLWACZ and BETH DISKIN, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

SUPPLYING DEMAND, INC. d/b/a LIQUID DEATH,

Defendant.

Case No. 5:26-cv-14172

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Alex Wolwacz and Beth Diskin ("Plaintiffs"), on behalf of themselves and all others similarly situated, allege the following Class Action Complaint against Supplying Demand, Inc. d/b/a Liquid Death ("Liquid Death" or "Defendant"), and allege, upon information and belief, including the investigation of counsel, as follows:

INTRODUCTION

1. Plaintiffs bring this class action on behalf of consumers who purchased Defendant's Liquid Death Sparkling Energy drinks (the "Products") during the applicable class period. Defendant formulates, labels, markets, advertises, distributes, and sells the Products throughout the United States through retail stores, online retailers, and other channels of commerce.

2. The Products include, but are not limited to, the following flavors: Murder Mystery, Orange Horror, Scary Strawberry, and Tropical Terror. Plaintiffs reserve the right to add to the list of Products if additional flavors, pack sizes, or configurations are identified during the litigation.

3. Defendant prominently markets the Products to consumers as "0g SUGAR" and through substantially similar representations that communicate to consumers that the Products contain no sugar (collectively, the "Zero Sugar Representations"). The Zero Sugar Representations appear on the front label of the Products, so consumers perceive and appreciate them at the point of purchase.

4. The Zero Sugar Representations are false and misleading. In reality, the Products were sweetened with allulose, and, put simply, allulose is sugar. Allulose is a monosaccharide and, thus, is a sugar under the federal labeling definitions and under the ordinary meaning of the word. Allulose was also listed as the second ingredient in the binding system of the Products, which means it is among the most prevalent ingredients by weight.

5. Consumers who buy products marketed as "0g SUGAR" are often health conscious. They may be managing blood glucose, limiting caloric intake, or following a diet intended to avoid sugar for medical, dietary, or personal reasons. Defendant's Zero Sugar Representations were designed to attract exactly these consumers and to command a price premium over products containing sugar.

6. Plaintiffs and class members paid a premium for the Products because of the Zero Sugar Representations. Yet they did not receive what they paid for because the Products did, in fact, contain sugar.

7. As set forth below, Defendant's mislabeling of the Products violated applicable consumer-protection statutes and common law doctrines, including California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750 *et seq*., California's Unfair Competition Law ("UCL"), Cal. Bus. & prof. Code § 17200 *et. seq*., and California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500 *et. seq*.

THE PARTIES

8. Plaintiff Alex Wolwacz is a citizen of California and resides in this District.

9. Plaintiff Wolwacz typically purchases energy drinks from various gas stores and convenience stores, including Liquid Death. He does not buy them in grocery stores or in bulk and typically would only buy one drink at a time. However, this would amount to three to four cans a week. Plaintiff Wolwacz prefers Liquid Death over other brands because of the lack of sugar.

10. Plaintiff Beth Diskin is a citizen of California and resides in this District.

11. Plaintiff Diskin has purchased individual cans and variety packs of the Products. She usually purchases them from Grocery Outlet. Plaintiff Diskin purchased the Products because they were advertised as low carb and zero sugar.

12. Defendant Supplying Demand, Inc., doing business as Liquid Death, is a Delaware corporation with its principal place of business at 4077 Redwood Ave., Los Angeles, California 90066.

13. At all times during the class period, Defendant was the designer, manufacturer, labeler, marketer, advertiser, distributor, and vendor of the Products throughout the United States (including in California) under the Liquid Death brand, directly and through third-party retailers, distributors, and online sellers.

14. Defendant, directly and through its agents, has substantial contacts with and received substantial benefits and revenue from and through the State of California.

JURISDICTION AND VENUE

15. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(d), as modified by the Class Action Fairness Act of 2005 ("CAFA"), because the proposed Classes each include more than 100 members, the aggregate amount in controversy exceeds $5,000,000, exclusive of interest and costs, and at least one Class Member of the proposed classes is a citizen of a state different from Defendant.

16. Supplemental jurisdiction to adjudicate issues pertaining to state law is proper in this Court under 28 U.S.C. § 1367.

17. This Court has personal jurisdiction over Defendant because Defendant has sufficient minimum contacts in this State. Defendant is headquartered in California and is authorized to do, and is doing, business in California. Additionally, Defendant, directly and through its agents, has substantial contact with and receives substantial benefits and revenue from and through sales of the Products in the State of California.

18. Plaintiffs purchased the Products in this District and suffered the injury alleged herein in this District.

19. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events that gave rise to Plaintiffs' claims occurred within this District, and Defendant maintains its principal place of business in this District.

FACTUAL ALLEGATIONS

Defendant's Products and the Zero Sugar Representations

20. Defendant formulates, labels, markets, advertises, distributes, and sells the Products to consumers throughout the United States. The Products are sold online and through major retail stores, including Walmart, Target, and other retail stores.

21. Defendant prominently represents that the Products are "0g SUGAR" and/or makes other substantially similar representations communicating that the Products contain no sugar. As depicted below, Defendant's Products bear the Zero Sugar Representations on the front label:[1]

[1] Screenshots of the Products' packaging as displayed on Vendor's website. *Liquid Death Energy – Scary Strawberry*, WALMART, https://www.walmart.com/ip/Liquid-Death-Energy-Scary-



22. Defendant also features the Zero Sugar Representations in the Products' Walmart.com advertising and marketing materials, including statements like, "Liquid Death Sparkling Energy is the easy-drinking energy drink. With just 5 calories, ***zero sugar***, 100mg of naturally sourced caffeine, and a clean refreshing taste, it's the one energy drink for days when you want more than one energy drink."[2]

About this item

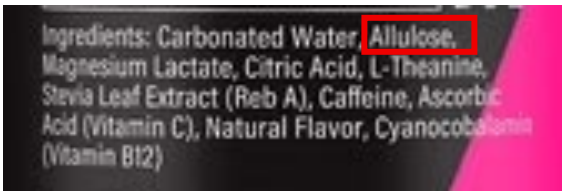
Product details

Liquid Death Sparkling Energy is the easy-drinking energy drink. With just 5 calories, zero sugar, 100mg of naturally sourced caffeine, and a clean refreshing taste, it's the one energy drink for days when you want more than one energy drink. It has no artificial dyes or colors and no corn syrup or aspartame. Plus it has essential vitamins and L-Theanine.

23. Defendant's own ingredient list states that the Products contain allulose. In fact, allulose is the second-listed ingredient on the ingredients list for the Products.

Strawberry-Zero-Sugar-Energy-Drink-Unextreme-Caffeine-100mg-Essential-Vitamins-12-fl-oz/17661662472?classType=VARIANT&athbdg=L1300 (last visited Nov. 19, 2026).

[2] *Id.*



24. The Nutrition Facts panels on the Products state that they contain zero (0) grams of Total Sugars and zero (0) grams of Added Sugars.[3] These declarations are accompanied by and reinforce the front-label "0g SUGAR" representations. Nowhere do the Nutrition Facts panels or any other labeling disclose the amount of allulose present or indicate that allulose is a sugar.



25. A reasonable, ordinary consumer encountering an unqualified representation that a food product has "0g SUGAR" would reasonably understand that representation according to its ordinary meaning: that the Products contain no sugar.

26. The Zero Sugar Representations are material. Sugar content is among the most important characteristics of food products, especially to consumers who are trying to watch their sugar. Defendant made the Zero Sugar Representations because it knew that consumers pay attention to sugar content and would be more likely to buy, and pay more for, a product labeled as containing zero sugar.

[3] *Id.*

27. Defendant has maintained these misrepresentations continuously and consistently across all marketing channels and throughout the class period.

Allulose is Unambiguously Classified as a Sugar Under the Applicable Regulations.

28. Allulose is a naturally occurring sugar found in small amounts in figs, raisins, wheat, maple syrup, and molasses. Chemically, allulose is a monosaccharide, similar to fructose.

29. Under the federal labeling regulations, "Total Sugars" are defined as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)." 21 C.F.R. § 101.9(c)(6)(ii). Because allulose is a monosaccharide, it falls within the regulation's definition of "Total Sugars."

30. Nothing in the regulatory text of § 101.9(c)(6)(ii) excludes allulose from the definition of "Total Sugars."

31. The FDA's regulatory history confirms this reading. In its 2016 final rule revising the Nutrition Facts label, the FDA specifically considered the treatment of allulose and stated that "[a]llulose, as a monosaccharide, must be included" in the Total Sugars declaration unless and until the agency adopted a different rule.[4]

32. Subsequently, the FDA issued guidance concerning allulose in October 2020. The guidance announced an exercise of enforcement discretion concerning the declaration of allulose on Nutrition Facts labels, pending further consideration through rulemaking.[5] It only addressed the FDA's enforcement position concerning how allulose should be treated for purposes of specified nutrition-panel declarations. It did not amend § 101.9(c)(6)(ii), did not promulgate a new definition of "Total Sugars," and did not formally exclude allulose from the regulatory definition of sugar.

Defendant's Products Contain Allulose, a Sugar.

33. Contrary to Defendant's Zero Sugar Representations, the Products contain a substantial amount of sugar per serving in the form of allulose.

[4] *Food Labeling: Revision of the Nutrition and Supplement Facts Labels*, 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).

[5] FDA, *The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 1* (Oct. 2020).

34. Defendant's own labeling confirms that the Products contain allulose. For example, allulose was the Products' second-listed ingredient on the ingredients list for the "Liquid Death Sparkling Energy Scary Strawberry" flavor during the class period: "Carbonated Water, ***Allulose***, Magnesium Lactate, Citric Acid, L-Theanine, Stevia Leaf Extract (Reb A), Caffeine, Ascorbic Acid (Vitamin C), Natural Flavor, Cyanocobalamin (Vitamin B12)."[6]

35. Under federal labeling law, ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a)(1). The fact that allulose is identified as the second ingredient further demonstrates that allulose is a substantial component of the Products, rather than a de minimis or incidental ingredient.

36. Thus, Defendant's own Nutrition Labels and Ingredient Lists establish the presence of a high quantity of allulose in the Products, which contradicts Defendant's assertions of "0g SUGAR" on the Products.

Defendant's "0g Sugar" Representation on the Product Packaging is Misleading.

37. Congress delegated authority to the FDA to oversee and regulate food labeling by enacting the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, as amended by the Nutrition Labeling and Education Act. The FDA promulgated detailed food-labeling regulations in 21 C.F.R. part 101.

38. FDA regulations distinguish mandatory or permitted declarations within the Nutrition Facts panel from nutrient-content claims appearing elsewhere on a label or in labeling. Information appearing as part of the Nutrition Facts panel is not itself a nutrient-content claim. 21 C.F.R. § 101.13(c).

39. By contrast, the Zero Sugar Representations appear *outside* the Nutrition Facts panel on the Products' front labels and expressly characterize the level of sugar in the Products. 21 C.F.R. § 101.13(b).

40. Nutrient-content claims are strictly prohibited unless specifically authorized by FDA regulations. 21 C.F.R. § 101.13(b) states, "[a] claim that expressly or implicitly characterizes the level of a nutrient of the type required to be in nutrition labeling under § 101.9 or under § 101.36

[6] *Liquid Death Energy – Scary Strawberry*, *supra* n. 1.

(that is, a nutrient content claim) may not be made on the label or in labeling of foods unless the claim is made in accordance with this regulation and with the applicable regulations in subpart D."

41. Under 21 C.F.R. § 101.60(c)(1), a food may not be labeled as "sugar free" or "zero sugar" unless:

(i) The food contains less than 0.5 g of sugars, as defined in § 101.9(c)(6)(ii), per reference amount customarily consumed and per labeled serving or, in the case of a meal product or main dish product, less than 0.5 g of sugars per labeled serving; *and*

(ii) The food contains no ingredient that is a sugar or that is generally understood by consumers to contain sugars unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states "adds a trivial amount of sugar," "adds a negligible amount of sugar," or "adds a dietarily insignificant amount of sugar".

42. Upon information and belief, the Products do not comply with these requirements. The Products are "misbranded" under federal law because the labels bear impermissible and deceptive nutrient-content claims. 21 U.S.C. § 343(a)(1), (r)(1)(A); 21 C.F.R. §§ 101.9(c)(6)(ii), 101.13(b), 101.13(c), 101.60(c)(1). Misbranded food products may not lawfully be introduced into or delivered for introduction into interstate commerce. 21 U.S.C. § 331(a).

43. The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code § 109875 *et seq*., incorporates applicable federal food-labeling regulations into California law. Cal. Health & Safety Code § 110100(a) ("All 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 labeling regulations of this state."). Therefore, Defendant's Zero Sugar Representations also violate California regulations.

44. Plaintiffs do not seek to enforce the FDCA or the Sherman Food, Drug, and Cosmetic Law. Instead, Plaintiffs seek relief under California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750 *et seq*., California's Unfair Competition Law ("UCL"), Cal. Bus. & prof. Code

§ 17200 *et. seq*., California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500 *et. seq*., or under the theory of unjust enrichment.

45. Defendant prominently, openly, and repeatedly represents to consumers that the Products do not contain sugar. Thus, the Zero Sugar Representations are objectively false and misleading.

46. A consumer examining the Products would see the prominent "0g SUGAR" claim highlighted on the front label. The placement and prominence of the Zero Sugar Representations establish that the claims are a key selling feature.

47. Reasonable consumers are not required to scrutinize the back label of a product, examine ingredient lists, or conduct independent scientific research to verify express claims made on the front of the packaging. When a manufacturer makes an affirmative representation on the front label, consumers may reasonably rely on that representation without conducting additional investigation.

48. An ordinary consumer who examines the Nutrition Facts panel encounters declarations stating "0g Total Sugars" and "0g Added Sugars." These declarations reinforce the misleading impression created by the front-label "0g SUGAR" claim; they do not dispel it.

49. Even if a reasonable consumer notices "allulose" listed in the ingredients, the consumer has no reason—based on the conspicuous "0g SUGAR" claim and the "0g Total Sugars" declaration—to understand that allulose is a sugar. Consumers possess varying levels of knowledge about food chemistry and ingredient formulations. The average consumer cannot be expected to possess specialized knowledge of whether specific ingredients are classified as sugars under FDA regulations.

50. Defendant bears responsibility for ensuring that its express label representations are truthful and not misleading. Ordinary consumers are entitled to rely on such representations without conducting independent investigation or possessing technical expertise.

Defendant Knew the Products Contain Substantial Amounts of Allulose.

51. Defendant knew that the Products contained substantial amounts of allulose before placing the Products on the market. Upon information and belief, Defendant was also aware that allulose is a sugar.

52. Defendant necessarily possessed this information because Defendant controls the Products' formulation, ingredient specifications, manufacturing, packaging, labeling, and marketing.

53. Defendant also knew that consumers would encounter and consider the Zero Sugar Representations when deciding whether to purchase the Products. The product packaging and advertisements highlight the "0g SUGAR" nature of the Products.

54. Upon information and belief, Defendant selected and used the Zero Sugar Representations as part of a deliberate marketing strategy designed to distinguish the Products from competing products, including less costly versions of other energy drinks containing conventional sugar, and to appeal to consumers willing to pay a premium for products without sugar.

55. Defendant's repeated use of the Zero Sugar Representations on the Products' packaging and in its advertising was not the result of an isolated printing error, inadvertent omission, or one-time mistake. Rather, Defendant incorporated the representations into the Products' branding and marketing and sold the Products to customers while using those representations.

56. Defendant's use of the representations despite its knowledge of the Products' formulation further demonstrates that the representations were an intentional and material component of Defendant's marketing and sale of the Products.

57. Defendant had the ability to accurately describe the Products or to simply make no nutrient-content claim concerning sugar at all. Instead, Defendant affirmatively chose to market and sell the Products using the Zero Sugar Representations, thereby inducing consumers seeking products without sugar to purchase the Products.

Plaintiffs and Consumers Were Injured by Defendant's Misrepresentations.

58. Plaintiffs Alex Wolwacz and Beth Diskin purchased the Products for personal, family, or household use and not for resale.

59. Plaintiff Alex Wolwacz purchased the Products numerous times and from various locations, including 7 Eleven and other convenience stores.

60. Plaintiff Beth Diskin purchased the Products from Grocery Outlet in San Rafael, California on multiple occasions.

61. Before making purchases, Plaintiffs reviewed the front label of the Products and saw the Zero Sugar Representations, which Plaintiffs understood to mean that the Products contained no sugar.

62. The Zero Sugar Representations are material. Whether a food product contains sugar is a characteristic that an ordinary consumer, acting reasonably under the circumstances, would consider important in deciding whether to purchase it. Defendant's own conduct confirms materiality: Defendant placed the representations on the front of every can and charged a premium for the Products bearing it.

63. Had Plaintiffs known that the Products contained sugar, they would not have purchased the Products or would have purchased them only for substantially less money.

64. The Products were worth less than they would have been had they actually conformed to Defendant's representations that they contained "0g SUGAR."

65. Plaintiffs paid a price that incorporated the value of the Defendant's Zero Sugar Representations, but received Products that did not conform to those representations.

66. Plaintiffs therefore suffered economic injury at the point of purchase because they did not receive the benefit of the bargain for which they paid. Instead, Plaintiffs received Products that contained allulose, a sugar, despite Defendant's representation that the Products contained "0g SUGAR."

67. Plaintiffs' injuries were caused by Defendant's misrepresentations. The challenged representations concern an important characteristic of the Products that Defendant affirmatively placed before consumers as a reason to purchase them.

68. The same deception affected other consumers who purchased the Products after encountering the Zero Sugar Representations. Those consumers were exposed to the same materially

misleading representations, purchased Products containing a substantial amount of sugar, and received Products that did not conform to Defendant's representations.

69. As a direct and proximate result of Defendant's deceptive, misleading, unfair, and unlawful conduct described above, Plaintiffs and members of the proposed Class were injured in fact and suffered ascertainable economic losses when they paid a premium for products bearing Defendant's false or misleading Zero Sugar Representations. The foregoing allegations establish Plaintiffs' and the proposed Class members' claims arising from Defendant's common course of conduct, which forms the basis for the class allegations set forth below.

CLASS ACTION ALLEGATIONS

70. Plaintiffs bring this action on behalf of themselves and all others similarly situated pursuant to Federal Rules of Civil Procedure 23. The proposed classes are defined below (collectively, the "Classes"):

> **California Class**: All persons who, during the maximum period of time permitted by law, purchased the Products in California for personal, family, or household use, and not for resale.
>
> **Nationwide Class**: All persons in the United States who, during the maximum period of time permitted by law, purchased Defendant's Products for their personal, family, or household use, and not for resale.

71. Excluded from the Classes are: (i) Defendant, its assigns, successors, and legal representatives; (ii) any entities in which Defendant has controlling interests; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, councils, and/or subdivisions; (iv) any judicial officer presiding over this matter and persons within the third degree of consanguinity to such judicial officer; and (v) Plaintiffs' counsel and Defendant's counsel.

72. Plaintiffs reserve the right to amend or otherwise alter the class definitions presented to the Court at the appropriate time in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

73. **Numerosity:** Members of the Classes are so numerous that joinder of all members is impracticable. Upon information and belief, the Classes consist of thousands of purchasers. Accordingly, it would be impracticable to join all members of the Classes before the Court.

74. **Predominance of Common Questions of Law and Fact**: There are numerous questions of law or fact common to all members of the putative Classes. Included within the common questions of law or fact are:

a. Whether the Products contain allulose and, if so, the amount of allulose contained in the Products;

b. Whether allulose is a sugar under the applicable laws, regulations, and standards governing the Zero Sugar Representations;

c. Whether Defendant represented that the Products contained "0g SUGAR," or made substantially similar nutrient-content claims;

d. Whether these representations were false, deceptive, misleading, or otherwise unlawful under the laws asserted herein;

e. Whether Defendant's labeling, packaging, advertising, marketing, and sale of the Products constituted consumer-oriented conduct and/or advertising directed to consumers;

f. Whether Defendant knew that the Products contained allulose and that the Products did not conform to the Zero Sugar Representations;

g. Whether the Zero Sugar Representations were material and likely to mislead a reasonable consumer acting reasonably under the circumstances;

h. Whether Defendant's Products are mislabeled under federal and state laws;

i. Whether Defendant's conduct caused economic injury to purchasers of the Products and the appropriate method for measuring such injury; and

j. Whether Plaintiffs and members of the Classes are entitled to actual damages or statutory damages and, if so, in what amount.

75. **Typicality**: Plaintiffs' claims are typical of the claims of the members of the Classes they seek to represent. Plaintiffs, like the members of the Classes, purchased Defendant's Products

labeled with Defendant's deceptive Zero Sugar Representations. Plaintiffs purchased the Products during the applicable class period and were exposed to the same challenged Zero Sugar Representations. Plaintiffs suffered the same type of economic loss as the other members of the classes. Plaintiffs' and the Classes members' claims are based on the same legal theories and arise from the same course of conduct by Defendant.

76. **Adequacy**: Plaintiffs are adequate representatives because they have no interests adverse to those of the Classes, are committed to the vigorous prosecution of this action, and have retained skilled and experienced counsel. Plaintiffs will fairly and adequately represent and protect the interests of the Class as required by Fed. R. Civ. P. 23(a)(4).

77. **Superiority**: A class action is superior to all other available methods for the fair and efficient adjudication of the claims asserted in this action. Common questions of law and fact predominate over any questions affecting only individual members of the Classes, and a class action is superior because the common issues can be resolved through common evidence and a single adjudication. Individual joinder of all members of the Classes is impracticable, and no other available method of adjudication would provide a more efficient or consistent means of resolving the claims asserted herein. The prerequisites to maintaining this action pursuant to Fed. R. Civ. P. 23(b)(3) are satisfied for at least the following reasons:

a. The central issues in this action, including whether the Products contain allulose, whether allulose constitutes sugar under the applicable laws and regulations, what Defendant represented concerning the Products' sugar content, whether those representations were false or misleading, whether Defendant knew the Products did not conform to those representations, and whether Defendant's conduct violated the applicable consumer-protection statutes, are common to the Class and predominate over any individual questions;

b. The Zero Sugar Representations were disseminated to consumers through common labeling, packaging, advertising, and marketing materials, such that the principal evidence concerning Defendant's conduct, the content of the representations, and their alleged falsity or misleading nature will be common to the Classes;

c. To the extent individual issues exist concerning the circumstances of particular purchases, such issues do not predominate over the common questions because liability will principally turn on Defendant's uniform conduct, the Products' characteristics, the Defendant's representations, and the applicable law;

d. The economic injury alleged by Plaintiffs and the Classes arises from the same alleged misconduct and can be established through common evidence and a common methodology. Individual differences, if any, in the amount paid, purchase date, quantity purchased, or resulting monetary recovery do not defeat predominance where the existence and methodology of the alleged injury can be established through common proof;

e. Given the relatively modest value of individual members of the Classes claims compared with the cost and burden of individual litigation, many members of the Classes would have little incentive or ability to pursue their claims individually. A class action therefore provides an effective mechanism for members of the Classes to obtain relief for alleged injuries that might otherwise go unremedied;

f. Members of the Classes have no substantial interest in individually controlling the prosecution of separate actions because the claims arise from Defendant's common course of conduct and present substantially overlapping factual and legal issues;

g. Concentrating the claims in a single proceeding is desirable because the alleged misconduct involves common Products, common representations, common labeling and marketing practices, and common questions concerning Defendant's conduct. A single proceeding will promote consistent adjudication of those issues and avoid unnecessary duplication of discovery, motion practice, expert testimony, and trial proceedings;

h. Individual litigation would create a substantial risk of inconsistent or varying adjudications concerning the same Products, Representations, and underlying conduct. Class-wide adjudication will promote consistency and judicial economy;

i. There are no pending individual actions known to Plaintiffs that would make separate adjudication a preferable method of resolving the controversy, and concentrating the claims in this forum is desirable and efficient; and

j. This action is manageable as a class action because the central liability issues are capable of resolution through common evidence and because any individualized issues concerning damages or other forms of relief can be addressed through appropriate class-wide methodologies, claim procedures, or other case-management mechanisms ordered by the Court.

CLAIMS FOR RELIEF

COUNT I
VIOLATION OF CALIFORNIA'S CONSUMERS LEGAL REMEDIES ACT ("CLRA") CAL. CIV. CODE § 1750 *et seq.*
(On Behalf of Plaintiffs and the Nationwide Class)

78. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

79. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class against Defendant pursuant to the CLRA, Cal. Civ. Code § 1750, *et. seq*.

80. Plaintiffs and each member of the Nationwide Class are "consumers" as defined by Cal. Civ. Code § 1761(d). Defendant's sale of products were "transactions" within the meaning of Cal. Civ. Code § 1761(e). The products purchased by Plaintiffs and members of the Nationwide Class are "goods" or "services" within the meaning of Cal. Civ. Code § 1761(a)-(b).

81. For the reasons described above, Defendant violated the CLRA by engaging in the following practices proscribed by Cal. Civ. Code § 1770(a) in transactions with Plaintiffs and the Nationwide Class which were intended to result in, and did result in, the sale of products sold at various retail locations across the country, and their website, www.liquiddeath.com:

a. advertising goods or services with intent not to sell them as advertised; § 1770(a)(9); and

b. making false or misleading statements of fact concerning reasons for, existence of, or amounts of sugar; § 1770(a)(13).

82. Plaintiffs and the Nationwide Class are consumers who have suffered economic injury and damages, including benefit-of-the-bargain damages, and/or out-of-pocket loss damages, as a direct result of Defendant's use and employment of the false and misleading Zero Sugar Representations herein. Defendant alleged that their Products contained "0g SUGAR" on the packaging, but the products that Plaintiffs and Nationwide Class Members purchased were not sugar free because they contained allulose. Plaintiffs and the Nationwide Class therefore did not receive the benefit(s) of their bargain(s). Additionally, Defendant's false reference sugar scheme artificially increased consumer demand for its products, thereby causing Plaintiffs and the Nationwide Class to purchase a product they otherwise would not have absent Defendant's Zero Sugar Representations.

83. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek actual damages as well as any other relief the Court deems proper. Plaintiffs additionally seek costs and reasonable attorney's fees pursuant to Cal. Civ. Code § 1780(e). We reserve the right to amend the complaint for additional relief.

84. Plaintiffs, through counsel, will send a CLRA demand letter by certified mail to Defendant that provides notice of Defendant's violation of the CLRA as alleged herein, and demand that Defendant notify all members of the Nationwide Class and correct, repair, replace, or otherwise rectify the unlawful, unfair, false, and deceptive practices complained of herein. If Defendant does not respond to Plaintiffs' letter and agree to rectify the problems associated with the actions detailed above and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782, Plaintiffs will amend this complaint to seek actual, punitive, and statutory damages, as appropriate against Defendant.

COUNT II
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL")
CAL. BUS. & PROF. CODE § 17200 *et seq.*
(On Behalf of Plaintiffs and the Nationwide Class)

85. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

86. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class against Defendant for violations of the UCL, Cal. Bus. & Prof. Code § 17200 *et. seq*.

87. 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.

88. The UCL imposes strict liability. Plaintiffs and members of the proposed Nationwide Class need not prove that Defendant intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices occurred.

"Unfair" Prong

89. A business act or practice is "unfair" under the UCL if it offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, and that unfairness is determined by weighing the reasons, justifications and motives of the practice against the gravity of the harm to the alleged victims.

90. Defendant's actions constitute "unfair" business practices because, as alleged above, Defendant engaged in misleading and deceptive advertising, making Zero Sugar Representations, leading reasonable consumers to believe the products did not contain sugar. Defendant's acts and practices offended an established public policy of transparency in labeling, including regulations enacted by the FTC, and constituted immoral, unethical, and unscrupulous activities that are substantially injurious to consumers.

91. The harm emanating from this practice to Plaintiffs and members of the proposed Nationwide Class outweighs any utility it provides because Defendant's practice of advertising false sugar content provides no utility. There were reasonably available alternatives to further Defendant's legitimate business interests other than the misleading and deceptive conduct described herein.

"Fraudulent" Prong

92. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the consuming public.

93. Defendant's acts and practices alleged above constitute fraudulent business acts or practices as Defendant has deceived Plaintiffs and members of the Nationwide Class and are highly likely to deceive members of the consuming public. Plaintiffs and members of the Nationwide Class relied on Defendant's fraudulent and deceptive Zero Sugar Representations regarding the Products.

These misrepresentations played a substantial role in Plaintiffs' and members of the proposed Nationwide Class's decisions to purchase products that were allegedly zero sugar, and Plaintiffs would not have purchased products without Defendant's misrepresentations.

"Unlawful" Prong

94. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

95. Defendant's acts and practices alleged above constitute unlawful business acts or practices, violating both the California Civil Code §§ 1750 *et. seq.* (the "CLRA") and California Business and Professional Code §§ 17500 *et. seq.* (the "FAL"), as set forth in this complaint.

96. Defendant violates the FAL because it advertises items, including the items that Plaintiffs purchased and are described herein, with a Zero Sugar Representation that misleads consumers, leading them to purchase products with sugar in it, and is therefore an "unlawful" act in violation of the UCL.

97. Further, as detailed in Count I above, the CLRA, Cal. Civ. Code § 1770(a)(9), prohibits a business from "[a]dvertising goods or services with intent not to sell them as advertised." Defendant intended, when they manufactured, produced, labeled, and marketed the item, to give consumers a product with sugar in it. They made Zero Sugar Representations that an average consumer would reasonably believe.

98. As detailed herein, and for the same reason that Defendant's acts and practices violate the FAL, they also violate the CLRA, thus establishing another "unlawful" act in violation of the UCL.

99. Defendant's practices, as set forth above, misled Plaintiffs, the Nationwide Class, and the public in the past. Consequently, Defendant's practices constitute an unlawful, fraudulent, and unfair business practice within the meaning of the UCL.

100. Defendant's Zero Sugar Representations lead to artificial and increased demand, which, in turn, lead to financial harm for consumers like Plaintiffs and the members of the Nationwide Class, as described herein. Because of the surreptitious nature of Defendant's deception, these injuries could not have been reasonably avoided.

101. Plaintiffs and members of the Nationwide Class seek actual damages for the actions of the Defendant. To the extent any of these remedies are equitable, Plaintiffs seek them in the alternative to any adequate remedy at law available to them.

COUNT III
VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW (FAL)
CAL. BUS. & PROF. CODE § 17500 *et seq*.
(On Behalf of Plaintiffs and the Nationwide Class)

102. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

103. Plaintiffs bring this claim on behalf of themselves and the Nationwide Class against Defendant for violations of California's FAL, Cal. Bus. & Prof. Code § 17500 *et seq*.

104. Cal. Bus. & Prof. Code § 17500 provides:

> It is unlawful for any ... corporation ... with intent directly or indirectly to dispose of ... personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated ... from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement, concerning that ... personal property or those services ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading….

105. Defendant's routine practice of advertising the Products as zero sugar, which they were not, constitutes an unfair, untrue, and misleading practice in violation of the FAL. This deceptive marketing practice gave Plaintiffs and Nationwide Class members the false impression that the products were zero sugar; therefore, leading to the false impression that the products sold by Defendant are worth more than they are.

106. As a direct and proximate result of Defendant's misleading and false advertisements, as well as Defendant's deceptive and unfair acts and practices made during the course of Defendant's business, Plaintiffs and members of the Nationwide Class did not receive the benefit of their bargain and suffered economic injury. As such, Plaintiffs request that this Court order Defendant to disgorge the benefit it received through its misleading advertisements. Otherwise, Plaintiffs, Nationwide Class

members, and the broader general public, will be irreparably harmed and/or denied an effective and complete remedy.

107. Plaintiffs and the Nationwide Class seek restitution and other further relief as the Court may deem just and proper. To the extent any of these remedies are equitable, Plaintiffs seek them in the alternative to any adequate remedy at law available to them.

COUNT IV
UNJUST ENRICHMENT
(On Behalf of Plaintiffs and the Nationwide Class)

108. Plaintiffs reallege and reincorporate every factual allegation set forth in the preceding paragraphs as though fully set forth herein.

109. Plaintiffs bring this claim individually and on behalf of the Nationwide Class against Defendant.

110. Plaintiffs and the Nationwide Class members conferred a benefit on Defendant in the form of revenues Defendant derived from their purchases of the Products.

111. Defendant knew of the benefit Plaintiffs and the Nationwide Class conferred on it.

112. Defendant has been unjustly enriched by retaining revenues from Plaintiffs' and Nationwide Class's purchases. That retention is unjust because Defendant misrepresented that the Products are labeled "0g SUGAR" causing purchases that otherwise would not have occurred or would have occurred only at lower prices.

113. Defendant accepted and retained the benefit of revenues derived from sales of the Products to Plaintiffs and the Nationwide Class.

114. Defendant has thereby profited under circumstances that make it unjust for Defendant to retain the benefit.

115. Plaintiffs and the Nationwide Class are therefore entitled to restitution in the form of revenues derived from Defendant's sale of the Products.

116. As a direct and proximate result of Defendant's actions, Plaintiffs and the Nationwide Class have suffered damages in an amount to be proven at trial.

117. Plaintiffs and the Nationwide Class have suffered injury in fact and lost money as a result of Defendant's conduct.

118. Plaintiffs and the Nationwide Class lack an adequate remedy at law with respect to this claim and seek equitable relief as allowed by law.

119. Legal remedies available to Plaintiffs and the Nationwide Class are inadequate because they are not as prompt, certain, or efficient as equitable relief. Damages are not as certain as restitution because the standard that governs restitution is different from the standard that governs damages. Hence, the Court may award restitution even if it determines that Plaintiffs have failed to adduce sufficient evidence to support an award of damages. Damages and restitution are not the same amount. Unlike damages, restitution is not limited to the amount of money a defendant wrongfully acquired plus the legal rate of interest. Equitable relief, including restitution, entitles a plaintiff to recover all profits from the wrongdoing, even where the original funds taken have grown far greater than the legal rate of interest would recognize. Legal claims for damages are not as certain as restitution because such claims require different elements. In short, significant differences in proof and certainty establish that any potential legal claim cannot serve as an adequate remedy at law.

120. Equitable relief is appropriate because Plaintiffs may lack an adequate remedy at law if, for instance, damages resulting from their respective purchases of the Products are determined to be less than the price premiums they paid. Without compensation for the full price premiums, Plaintiffs and the Nationwide Class would be left without the parity in purchasing power to which they are entitled.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and each member of the proposed Classes, respectfully request that the Court enter judgment in their favor and for the following specific relief against Defendant as follows:

a. That the Court declare, adjudge, and decree that this action is a proper class action and certify the proposed class under Federal Rule of Civil Procedure Rule 23, including the appointment of Plaintiffs' counsel as Class Counsel;

b. For an order declaring that Defendant's conduct violates the statutes referenced herein;

c. For an order finding in favor of Plaintiffs and the Classes on all counts asserted herein;

d. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury, consistent with applicable law and only under causes of action that permit such relief;

e. For prejudgment interest on all amounts awarded;

f. For an order of restitution and all other forms of equitable monetary relief; and

g. For an order awarding Plaintiffs' and the Classes' reasonable attorneys' fees, expenses, and costs of suit.

JURY DEMAND

Plaintiffs, on behalf of themselves and members of the Class, hereby demand a trial by jury for all issues triable by jury.

Dated: November 19, 2026

LYNCH CARPENTER, LLP

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* *Pro hac vice* forthcoming
Attorneys for Plaintiffs and the Proposed Class

JS-CAND 44 (Rev. 04-2025)

CIVIL COVER SHEET - for people without lawyers only

See Civil Local Rule 3-2 (amended April 28, 2025), which requires the filing of a civil cover sheet only by those unrepresented by counsel.

I. PLAINTIFF(S)

ALEX WOLWACZ and BETH DISKIN, on behalf of themselves and all others similarly situated,

County of Residence of First Listed Plaintiff: Santa Clara
Leave blank in cases where United States is plaintiff.

Attorney or Pro Se Litigant Information *(Firm Name, Address, and Telephone Number)*

Todd D. Carpenter, Lynch Carpenter, LLP, 9171 Towne Centre Dr, Ste 180, San Diego, CA 92122
T: (619) 762-1910

DEFENDANT(S)

SUPPLYING DEMAND, INC. d/b/a LIQUID DEATH,

County of Residence of First Listed Defendant:
Use ONLY in cases where United States is plaintiff.

Defendant's Attorney's Name and Contact Information *(if known)*

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

- ☐ U.S. Government Plaintiff
- ☐ Federal Question *(U.S. Government Not a Party)*
- ☐ U.S. Government Defendant
- ☒ Diversity

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: *(Use jurisdictional statutes only for diversity)*

28 U.S.C. § 1332(d)

Brief description of case: Consumer-protection violation

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

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

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 U.S.C. § 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 & Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 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)*

- ☒ Original Proceeding
- ☐ Removed from State Court
- ☐ Remanded from Appellate Court
- ☐ Reinstated or Reopened
- ☐ Transferred from Another District
- ☐ Multidistrict Litigation–Transfer
- ☐ Multidistrict Litigation–Direct File

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

Plaintiff	Defendant	
☒	☐	Citizen of California
☐	☐	Citizen of Another State
☐	☐	Citizen or Subject of a Foreign Country
☐	☒	Incorporated or Principal Place of Business In California
☐	☐	Incorporated and Principal Place of Business In Another State
☐	☐	Foreign Nation

VII. REQUESTED IN COMPLAINT

- ☑ Check if the complaint contains a **jury demand.**
- ☐ Check if the complaint contains a **monetary demand**. Amount:
- ☑ Check if the complaint seeks **class action** status under Fed. R. Civ. P. 23.
- ☐ Check if the complaint seeks a **nationwide injunction** or Administrative Procedure Act vacatur.

VIII. RELATED CASE(S) OR MDL CASE

Provide case name(s), number(s), and presiding judge(s).

See attached list.

IX. DIVISIONAL ASSIGNMENT pursuant to Civil Local Rule 3-2

(Place an "X" in One Box Only)

- ☐ SAN FRANCISCO/OAKLAND
- ☒ SAN JOSE
- ☐ EUREKA-MCKINLEYVILLE

DATE 11/19/2026

SIGNATURE OF ATTORNEY OR PRO SE LITIGANT /s/ Todd D. Carpenter