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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Sylvia Diana Amavisca and Joshua
Jonathan Raoufpor, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

The Simply Good Foods Company,

Defendant.

CASE NO.: '26CV4971 JLS MMP

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiffs Sylvia Diana Amavisca and Joshua Jonathan Raoufpur (“Plaintiffs”),
 2 individually, and on behalf of all others similarly situated, by and through their
 3 attorneys, bring this Class Action Complaint against Defendant The Simply Good
 4 Foods Company (“Defendant” or “Simply Good Foods”), based upon personal
 5 knowledge as to themselves, and upon information, investigation and belief of their
 6 counsel.

7 INTRODUCTION

8 1. This class action seeks to challenge the deceptive packaging, labeling
 9 and marketing of Atkins snacks and Quest protein bars (the “Products”).¹

10 2. Defendant sells the Products under its Atkins and Quest brands, and it
 11 builds the labeling and marketing of both around a sugar promise. The front of every
 12 Atkins package prominently advertises a specific, low amount of sugar, for example
 13 “<1G SUGAR,” “1g sugar,” or “2g sugar.” The front of every Quest package
 14 prominently states “1g SUGAR” or “2g SUGAR.” Defendant repeats these claims
 15 everywhere it sells: its Atkins website, for example, represents that “[e]ach cluster has
 16 less than 1g of sugar,”² its cartons and retail listings state that the Atkins Products are
 17 made with “Less Than 1g of Sugar,”³ and its online advertising promises “16g of
 18 protein, 2g of sugar, and 4g of net carbs per serving” for the Quest Products.⁴
 19 Defendant’s own numbers refute those promises, to the gram.

20 3. The promise of little to no sugar in the Products is false and misleading.
 21 Every Atkins snack and every Quest bar is sweetened with significant amounts of
 22 allulose—a sugar. There is no mystery about the amount. The amounts vary by
 23 product and run as high as eight (8) grams per serving in the Atkins Products and
 24 _____

25 ¹ The Products are further identified in Exhibit A to this Complaint.

26 ² <https://shop.atkins.com/products/caramel-almond-clusters>

27 ³ <https://www.amazon.com/Atkins-Caramel-Almond-Clusters-Keto-Friendly/dp/B0BM3BWTkW>

28 ⁴ www.target.com/p/quest-nutrition-peanut-butter-and-jam-crispy-protein-bar-16g-protein-1-6lbs-12ct/-/A-94943466

eleven (11) grams per bar in the Quest Products. The Atkins Endulge Gummy Bears promise “<1g SUGAR” while containing eight grams of allulose; the Quest Cookies & Cream Crispy bar contains eleven grams of allulose, roughly *eleven times the amount* of sugar its front label represents.

4. Not only is this false and misleading to reasonable consumers, but federal law also forbids this labeling. As a general matter, a company may not make a false or misleading statement on its labeling. 21 U.S.C. § 343(a)(1). And more specifically, under 21 C.F.R. § 101.13(i)(3), a food may not be labeled with “a statement about the amount or percentage of a nutrient” – for example 1g sugar – if the claim is “false or misleading in any respect.” The sugar claims here are false and misleading. “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). Allulose is a free monosaccharide and therefore a sugar. Representing that the Products contain no more than one to two grams of sugar when they are sweetened with up to eleven grams of allulose is therefore false and misleading under the relevant regulations.

5. This is no longer an open question. In *Franco v. Chobani, LLC*, the Seventh Circuit held that allulose is a sugar under the governing federal regulation, that state-law claims enforcing these identical standards are not preempted, and that a “zero sugar” label on a product containing four grams of allulose per serving plausibly deceives reasonable consumers. — F.4th —, 2026 WL 2150193 (7th Cir. July 27, 2026). The FDA itself, appearing as amicus at the court’s invitation, answered the question directly: “yes” — allulose is a “sugar” as that term is defined at 21 C.F.R. § 101.9(c)(6)(ii).⁵

6. Defendant’s Products include up to eleven grams of allulose – a sugar – and therefore cannot represent that they contain less than one, one, or two grams of

⁵Brief for the United States as Amicus Curiae at 2, 24, *Franco v. Chobani, LLC*, No. 25-2087 (7th Cir. June 29, 2026).

1 sugar. Defendant has deceived the public and has charged a premium for it.
2 Consumers paid for the small amounts of sugar stated on the labels and received
3 several times more. They were deprived of the benefit of their bargain: they would
4 not have purchased the Products, or would have paid substantially less for them, had
5 they known the truth. As such, Plaintiffs and Class members have been financially
6 injured.

7 7. Plaintiffs bring this action on behalf of themselves and Classes of
8 consumers in California and other states with materially similar consumer protection
9 laws to recover damages and to enjoin Simply Good Foods' unlawful conduct.

10 **JURISDICTION AND VENUE**

11 8. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2),
12 also known as the Class Action Fairness Act ("CAFA"). The amount in controversy
13 exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
14 which one or more members of the proposed Classes are citizens of states different
15 from Defendant.

16 9. This Court has personal jurisdiction over Defendant because Defendant
17 has sufficient minimum contacts with California, and otherwise intentionally avails
18 itself of the markets within California, through its sale of goods and products
19 (including the Products) in California and to California consumers.

20 10. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a
21 substantial part of the events or omissions giving rise to claims occurred in this
22 district. Namely, both Plaintiffs purchased one of the Products in this District.

23 **PLAINTIFFS**

24 11. Plaintiff Sylvia Diana Amavisca ("Plaintiff Amavisca") is a citizen of
25 California and currently resides in San Diego, California. In or around March 2025,
26 Plaintiff Amavisca purchased the Atkins Keto Caramel Almond Clusters from
27 Walmart's online store, for personal consumption. Before purchasing the Product,
28 Plaintiff Amavisca saw the front-label representations "<1G SUGAR" and "ZERO

1 GRAMS ADDED SUGAR.” Based on this labeling, Plaintiff Amavisca reasonably
2 believed that the Product contained less than 1 gram of sugar and no added sugar. Had
3 Plaintiff Amavisca known the truth about the Product, she would not have purchased
4 the Product, or would have paid significantly less for it. As such, Plaintiff Amavisca
5 has been directly financially injured as a direct result of Defendant’s misleading
6 labeling.

7 12. Plaintiff Joshua Jonathan Raoufpur (“Plaintiff Raoufpur”) is a citizen of
8 California and currently resides in San Diego, California. Plaintiff Raoufpur
9 purchased the Quest Cookies & Cream Crispy bars from a Ralphs store in San Diego,
10 California, most recently in or around mid 2026, for personal consumption. Before
11 purchasing the Product, Plaintiff Raoufpur saw the front-label representation “1g
12 SUGAR.” Based on this labeling, Plaintiff Raoufpur reasonably believed that the
13 Product contained no more than one gram of sugar. Had Plaintiff Raoufpur known the
14 truth about the Product, he would not have purchased the Product, or would have paid
15 significantly less for it. As such, Plaintiff Raoufpur has been directly financially
16 injured as a direct result of Defendant’s misleading labeling.

17 13. Plaintiffs would purchase the Products again. Plaintiffs enjoy the
18 Products and continue to seek snacks that contain little to no sugar. Plaintiffs would
19 buy the Products in the future if they could trust that the Representations (as defined
20 below) are accurate. But Plaintiffs cannot rely on those representations. Plaintiffs have
21 no insight into Defendant’s formulation practices, which can change at any time
22 without notice. Absent an injunction, Plaintiffs will either be misled again or be forced
23 to forgo purchasing Products they would otherwise buy. Plaintiffs therefore face a
24 real and imminent threat of continuing and future harm.

25 **DEFENDANT**

26 14. Defendant The Simply Good Foods Company is a Delaware corporation.
27 Upon information and belief, Defendant maintains its principal place of business at
28 1225 17th Street, Suite 1000, Denver, Colorado 80202. Defendant owns the Atkins

1 and Quest brands and, directly and through its wholly owned subsidiaries,
2 manufactures, formulates, labels, advertises, markets, distributes, and sells the
3 Products in California and throughout the United States. At all relevant times, Simply
4 Good Foods, through its agents, employees, and corporate affiliates, has been
5 responsible for the formulation, labeling, advertising, marketing, distribution, and sale
6 of the Products. Simply Good Foods ratified and benefited from the conduct alleged
7 in this Complaint.

8 **FACTUAL ALLEGATIONS**

9 **I. Defendant's Sugar Representations.**

10 15. This action concerns Defendant's Atkins-brand snacks, including protein
11 bars, clusters, truffles, and gummy bears (the "Atkins Products"), and certain Quest
12 protein bars (the "Quest Products"), in all flavors, sizes, counts, and pack
13 configurations (collectively, the "Products," as further identified in Exhibit A).

14 16. Defendant labels and markets every Product around its sugar content.

15 17. The front of every Atkins Product package prominently displays a
16 specific, low amount of sugar, for example "**<1G SUGAR**," "**1g SUGAR**," or "**2g**
17 **SUGAR**." See the following pages for representative photographs of the Atkins
18 Products' packaging (emphasis added).







18. Defendant repeats the claims at every point of sale it controls. For example, Defendant’s Atkins website represents that “[e]ach cluster has less than 1g of sugar,” and Defendant’s Atkins cartons and retail listings state that the Products are made with “Less Than 1g of Sugar.”⁶ See images below (emphasis added).

Keto Caramel Almond Clusters
\$13.29 ★★★★★ (182)

PACK SIZE

8 ct. box - **\$13.29**

4-Pack (4 x 8 ct. box) - **\$49.16**
\$12.29 per box - SAVE \$4.00!

BEST VALUE

8-Pack (8 x 8 ct. box) - **\$90.32**
\$11.29 per box - SAVE \$16.00!

FREQUENCY

One-time purchase (\$13.29)

Sign up for Subscription & Save 15% (\$11.30)

QUANTITY

- 1 +

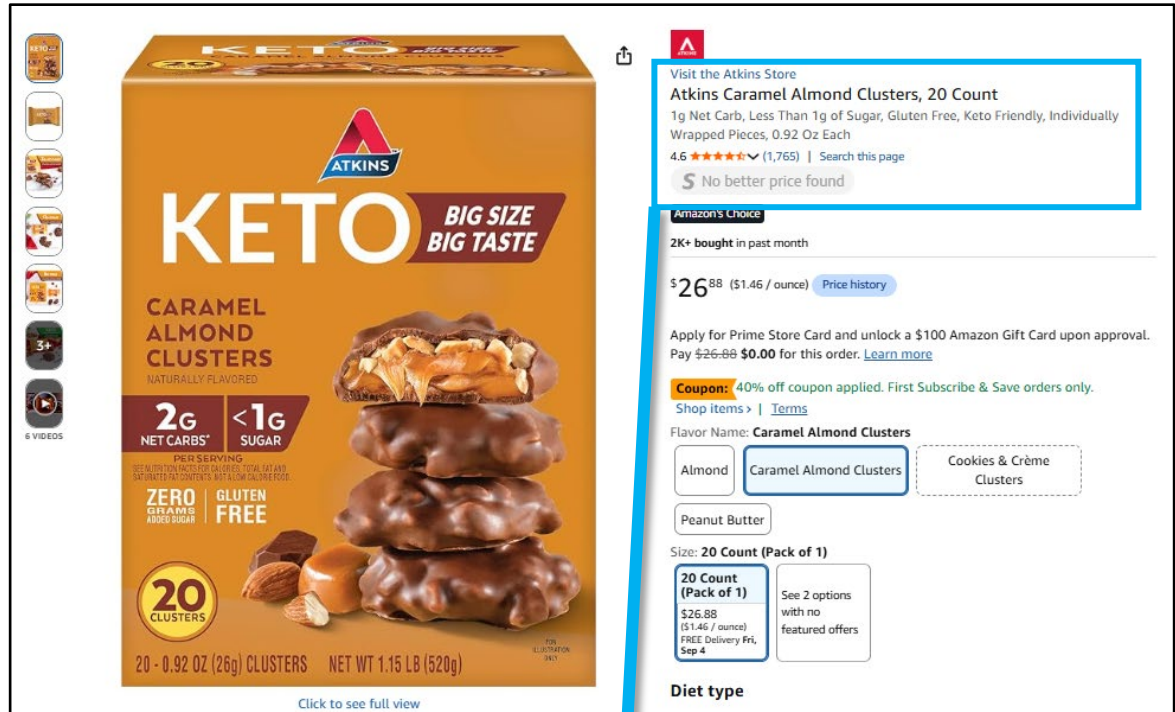
Add to Cart

Atkins® Keto Caramel Almond Clusters are Keto Mega Treats. Each cluster has less than 1g of sugar and 2g net carbs and are made with no artificial sweeteners. Just the pure deliciousness of the chocolatey coating, indulgent caramel filling and the satisfying crunch of almonds. Yum. That's Keto the Atkins Way.

HOW FAST WILL I RECEIVE MY ORDER?

Atkins® Keto Caramel Almond Clusters are Keto Mega Treats. Each cluster has less than 1g of sugar and 2g net carbs and are made with no artificial sweeteners. Just the pure deliciousness of the chocolatey coating, indulgent caramel filling and the satisfying crunch of almonds. Yum. That's Keto the Atkins Way.

⁶ See, e.g., <https://shop.atkins.com/products/caramel-almond-clusters>; <https://www.amazon.com/Atkins-Caramel-Almond-Clusters-Keto-Friendly/dp/B0BM3BWTW>.



1g Net Carb, Less Than 1g of Sugar, Gluten Free, Keto Friendly, Individually Wrapped Pieces, 0.92 Oz Each

19. The Quest Products' front labels likewise prominently state "**1g SUGAR**" or "**2g SUGAR**" per bar. See the following pages for representative photographs of the Quest Products' packaging (emphasis added).





20. Defendant advertises the Quest Products the same way online, representing, for example, that they deliver “16g of protein, 2g of sugar, and 4g of net carbs per serving.” *See* image below (emphasis added).

Cheat on PB&J with PB&J. Quest Crispy Peanut Butter & Jelly Flavored Protein Bars feature crispies and grape jelly flavor, a layer of peanut butter, and are covered with a peanut butter flavored coating—for a taste that reminds you of a delicious PB&J sandwich. And with 16g of protein, 2g of sugar, and 4g of net carbs per serving* they're made to support your fitness goals as well as your taste buds. It's an irresistibly crunchy blend of sweet and savory that's the ultimate cheat code for PB&J. Keep a few in your gym bag, desk drawer, or pantry for any moment when you need a high protein snack that's gluten free and Kosher Certified. Be sure to stock up on these and all your other Quest favorites, from cookies and chips - to shakes, candies, and more.

21. These representations lead reasonable consumers to believe that each Product contains no more sugar than the amount stated on its front label, whether less than one gram, one gram, or two grams.

22. The statements described above, together with all materially identical sugar content statements on the Products' packaging, labeling, and/or in Defendant's advertising and retail listings, are collectively referred to herein as the "Representations." The Representations are uniform: every purchaser of every Product was exposed to a materially identical sugar content claim.

1 23. Defendant has made the Representations continuously throughout the
2 class period and through the present.

3 24. Consumers pay a premium for the promise. Defendant extracts that
4 premium on the strength of its advertised macronutrient profile, with the sugar content
5 claims at its center.

6 25. In truth, every Product is sweetened with numerous grams of allulose —
7 a sugar. Defendant grossly understated the Products’ sugar content, at scale, at a
8 premium. Selling consumers a food product that is intentionally mislabeled and
9 intended to deceive them violates a number of laws, as further alleged below.

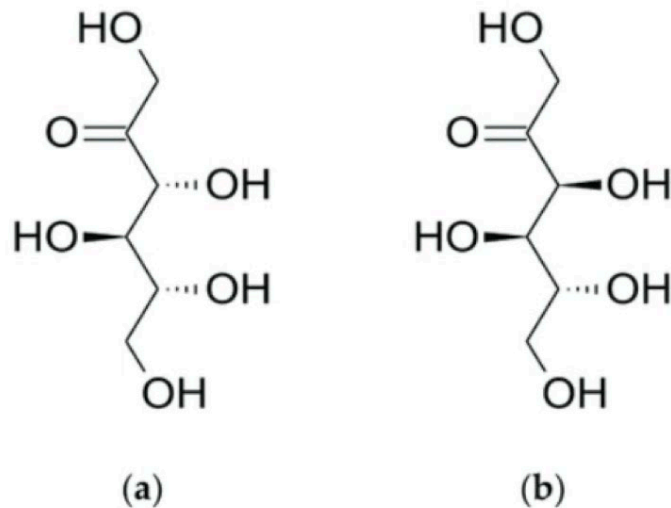
10 **II. Allulose Is a Sugar.**

11 26. Allulose is a sugar.

12 27. It is a naturally occurring sugar in foods such as figs, raisins, maple
13 syrup, and brown sugar.⁷

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26 ⁷Cleveland Clinic Health Essentials, What Is Allulose?,
27 <https://health.clevelandclinic.org/what-is-allulose;> *see also*
28 [https://www.lakanto.com/pages/all-about-allulose-sweetener?](https://www.lakanto.com/pages/all-about-allulose-sweetener/) (“Allulose is a type of
sugar that resembles fructose, which is the sugar that occurs naturally in fruit.”).

28. Chemically, allulose (also called D-psicose) is a free monosaccharide — a simple sugar.⁸ It is the C-3 epimer of D-fructose: allulose has the identical molecular formula ($C_6H_{12}O_6$) as fructose and glucose, and the identical arrangement of bonded atoms as fructose; the two molecules differ only in the three-dimensional orientation of a single hydroxyl group at the third carbon. A side-by-side illustration is below:



Chemical structures of (a) D-allulose, (b) D-fructose

29. The FDA describes allulose the same way: “Allulose or D-psicose (D-ribo-2-hexulose) is a monosaccharide with a molecular formula of $C_6H_{12}O_6$, and is an epimer of D-fructose.”⁹ As a monosaccharide, allulose falls squarely within the FDA’s codified definition of sugar. 21 C.F.R. § 101.9(c)(6)(ii) (defining sugars as “the sum of all free mono- and disaccharides”).

⁸Han-Joo Maeng et al., Metabolic Stability of D-Allulose in Biorelevant Media and Hepatocytes: Comparison with Fructose and Erythritol, 8 Foods art. 448 (2019), <https://doi.org/10.3390/foods8100448> (“D-allulose, a C-3 epimer of D-fructose, is a rare monosaccharide used as a food ingredient or a sweetener.”).

⁹FDA, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 2 (Oct. 2020), available at <https://www.fda.gov/media/123342/download>

1 30. The FDA is not alone in recognizing that allulose is a sugar. Tate & Lyle
2 — the ingredient manufacturer responsible for most commercial-grade allulose — has
3 acknowledged in multiple FDA filings that “Allulose is a monosaccharide and is
4 classified as a sugar.”¹⁰ The Calorie Control Council — the sweetener industry’s own
5 trade association — describes allulose under the heading “Allulose is a Naturally
6 Occurring Sugar,” explaining that “[a] monosaccharide, or simple sugar, allulose is
7 absorbed by the body, but not metabolized.”¹¹

8 31. Allulose is not merely a sugar as a matter of chemical classification; it is
9 used as one. Because allulose has only approximately 70% of sucrose’s sweetness, it
10 cannot do its job in the trace quantities typical of high-intensity sweeteners such as
11 sucralose, aspartame, and acesulfame potassium, which are 200 to 20,000 times as
12 sweet as sucrose. Allulose must instead be used in larger scale quantities as a bulk
13 sweetener — which is precisely why manufacturers often add multiple grams of it to
14 each serving.¹²

15 32. Allulose also behaves like sugar in food: its solubility, water activity,
16 and viscosity are similar to fructose, and it is “widely regarded as a promising
17 substitute for sucrose” — that is, a substitute for table sugar that is itself a sugar.¹³
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19 ¹⁰https://downloads.regulations.gov/FDA-2015-P-1201-0001/attachment_1.pdf; *see*
20 *also* <https://www.regulations.gov/document/FDA-2015-P-1201-0014>.

21 ¹¹Calorie Control Council, Allulose,
22 <https://caloriecontrol.org/ingredients/sweeteners/allulose/>

23 ¹²Maeng et al., *supra* note 8, at 2, 9–10; Youngji Han et al., *Gastrointestinal Tolerance*
24 *of D-Allulose in Healthy and Young Adults*, 10 *Nutrients* art. 2010, at 1–2 (2018),
25 <https://doi.org/10.3390/nu10122010> (allulose “maintains approximately 70% of
26 sweetness relative to sugar”); Mengting Tao, Wenli Zhang & Wanmeng Mu, *d-*
27 *Allulose: A New Generation of Potential Bulk Sweeteners in the Food Industry*, 73 *J.*
28 *Agric. & Food Chem.* 27,833 (2025).

¹³Han et al., *supra* note 12, at 10 (“It is convenient for the food industry to use D-
allulose, as its chemical properties are similar to those of fructose in terms of
solubility, water activity, and viscosity.”); Wenli Zhang et al., *D-Allulose, a Versatile*

33. An Atkins snack or a Quest bar sweetened with allulose is really just a snack sweetened with sugar; a front label representing that it contains almost no sugar is a lie.

III. Each Product Contains Significant Amounts of Allulose.

34. Allulose appears in the ingredient statement of every Product. And no inference about the amount is required: Defendant admits exactly how much allulose each Product contains.

a. *The Atkins Products.*

The Atkins Products' packaging discloses allulose in amounts ranging from two (2) to eight (8) grams per serving. The Caramel Almond Clusters are illustrative: the net carbs calculation printed beneath their Nutrition Facts panel discloses that each 26-gram cluster contains three (3) grams of allulose: "Total Carbs (13g) - Fiber (7g) - Allulose (3g) - Sugar Alcohols (2g) = 1g Atkins Net Carbs." See image below (emphasis added).

Nutrition Facts	
Serving size 1 cluster (26g)	
Amount per serving	
Calories	90
% Daily Value*	
Total Fat 8g	10%
Saturated Fat 4.5g	23%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 75mg	3%
Total Carbohydrate 13g	5%
Dietary Fiber 7g	25%
Total Sugars <1g	
Includes 0g Added Sugars	0%
Sugar Alcohols 2g	
Protein 2g	
Vitamin D 0mcg	0%
Calcium 60mg	4%
Iron 0.2mg	2%
Potassium 40mg	0%
* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

*** TOTAL CARBS (13g) - FIBER (7g) - ALLULOSE (3g)
- SUGAR ALCOHOLS (2g) = 1g ATKINS NET CARBS**

*** TOTAL CARBS (13g) - FIBER (7g) - ALLULOSE (3g)
- SUGAR ALCOHOLS (2g) = 1g ATKINS NET CARBS**

Rare Sugar: Recent Biotechnological Advances and Challenges, 63 Critical Revs. Food Sci. & Nutrition 5661 (2023).

35. Each Atkins cluster therefore contains at least three grams of sugar from allulose alone, several times the less than one gram of sugar represented on the front of the package.

36. Other Atkins Products disclose even more. For example, The Endulge Crunchalicious Bar represents “1g SUGAR” while disclosing five (5) grams of allulose per serving, and the Endulge Gummy Bears represent “<1g SUGAR” while disclosing eight (8) grams of allulose per serving, eight times the represented amount.

b. The Quest Products

37. Similarly, the Quest Products state the grams of allulose in each bar. The Cookies & Cream Crispy bar, the Product purchased by Plaintiff Raoufpur, states: “23g total carbs - 6g fiber - 11g allulose - 3g erythritol = 3g net carbs.” See image below (emphasis added).

Nutrition Facts	
Serving size	1 bar (52g)
Amount per serving	
Calories	150
	% Daily Value*
Total Fat 6g	8%
Saturated Fat 5g	25%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 230mg	10%
Total Carbohydrate 23g	8%
Dietary Fiber 6g	21%
Total Sugars 1g	
Includes 0g Added Sugars	0%
Erythritol 3g	
Protein 18g	36%
Vitamin D 0mcg	0%
Calcium 230mg	20%
Iron 1.7mg	10%
Potassium 90mg	2%
The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.	

***23g TOTAL CARBS - 6g FIBER - 11g ALLULOSE
- 3g ERYTHRITOL = 3g NET CARBS**

23g TOTAL CARBS - 6g FIBER - 11g ALLULOSE - 3g ERYTHRITOL = 3g NET CARBS

1 38. Thus, that Quest bar contains approximately eleven (11) grams of sugar
2 from allulose alone, roughly eleven times the amount represented on its front label.

3 39. Despite the foregoing, the Products’ ingredients lists do not reveal —
4 and Defendant nowhere discloses — that allulose is a sugar. “Allulose” is not a
5 household word. A shopper who noticed the unfamiliar term and wondered whether
6 it might be sugar would be answered by the front of the same package: “<1G SUGAR”
7 or “1g SUGAR,” and by the net carbs calculation, which groups allulose with fiber,
8 sugar alcohols, and erythritol, ingredients that are not sugar. The labels do not merely
9 hide that the Products’ sweetener is sugar — they affirmatively teach consumers that
10 it is not.

11 **IV. Federal Law Prohibits Defendant’s Sugar Claims; the Products Are**
12 **Misbranded.**

13 40. Congress empowered the FDA to oversee and regulate food labeling by
14 enacting the Food, Drug, and Cosmetic Act, as amended by the Nutrition Labeling
15 and Education Act. 21 U.S.C. § 301, *et seq.* The FDA’s implementing regulations are
16 codified at 21 C.F.R. Part 101.

17 41. Those regulations draw a sharp distinction between two types of food
18 label statements: (i) declarations made within the Nutrition Facts panel, *see, e.g.*, 21
19 C.F.R. § 101.9; and (ii) “nutrient content claims” — statements that “expressly or
20 implicitly characterize[] the level of a nutrient” such as sugar — made anywhere else
21 on the label or in labeling, 21 C.F.R. § 101.13(b).

22 42. None of Plaintiffs’ claims relates to or depends on any declaration made
23 within the Nutrition Facts panel of the Products. At issue in this case are the separate,
24 deceptive nutrient content claims that Defendant has placed on the front of its
25 packaging and repeated throughout its marketing.

26 *a. The Representations Violate 21 C.F.R. § 101.13.*

27 43. Defendant’s “<1G SUGAR,” “1g SUGAR,” and “2g SUGAR” claims
28 are “expressed nutrient content claims” defined as “any direct statement about the

1 level (or range) of a nutrient in the food, e.g., ‘low sodium’ or ‘contains 100 calories.’”
2 21 C.F.R. § 101.13(b)(1). A gram figure is the regulation’s own example of such a
3 statement. *See Hawkins*, 906 F.3d at 770 (holding that the front-label statement “0g
4 Trans Fat per serving” is “an expressed nutrient content claim that the product does
5 not contain trans fat”).

6 44. Expressed nutrient content claims, such as “1g SUGAR,” are permitted
7 outside the Nutrition Facts panel only if, among other things, they are “not false or
8 misleading in any respect.” 21 C.F.R. § 101.13(i).

9 45. Defendant’s sugar statements are false and misleading. The regulations
10 require the amount of sugar to be measured by the definition of “sugars” in 21 C.F.R.
11 § 101.9(c)(6)(ii). which defines “Total Sugars” as “the sum of all free mono- and
12 disaccharides (such as glucose, fructose, lactose, and sucrose).” *See id.* § 101.13(b) (a
13 nutrient content claim characterizes a “nutrient of the type required to be in nutrition
14 labeling under § 101.9”); *id.* § 101.13(o) (compliance with nutrient content claim
15 requirements is “determined using the analytical methodology prescribed for
16 determining compliance with nutrition labeling in § 101.9”).

17 46. Allulose is a sugar under that definition, and the FDA has said so from
18 the start. When it adopted the definition in 1993, the FDA expressly rejected
19 comments urging it to define “sugars” by “physiological characteristics” “rather than
20 the number of saccharide units,” 58 Fed. Reg. 2,079, 2,098, 2,177 (Jan. 6, 1993), and
21 in its 2016 Nutrition Facts rulemaking it stated that allulose, “as a monosaccharide,
22 must be included” in the Total Sugars declaration “pending any future rulemaking
23 that would otherwise exclude” it. 81 Fed. Reg. 33,742, 33,795–96 (May 27, 2016).

24 47. Most recently, in *Franco v. Chobani, LLC* — a class action challenging
25 “zero sugar” yogurt sweetened with allulose — the Seventh Circuit resolved the
26 question. The court invited the FDA to address “whether allulose is a ‘sugar’ as that
27
28

1 term is defined at 21 C.F.R. § 101.9(c)(6)(ii).” The FDA's answer was “yes.”¹⁴ The
2 Seventh Circuit agreed, holding that the governing regulations are “plain” and that
3 “sugars include every monosaccharide, including allulose.” *Franco v. Chobani, LLC*,
4 — F.4th —, 2026 WL 2150193, at *5 (7th Cir. July 27, 2026). Because the consumers
5 sought to hold the manufacturer liable under state law for violating identical
6 standards, their claims were not preempted. *Id.*

7 48. Measured that way, the amount of sugar in each Product far exceeds the
8 amount represented on its front label. Each Product is sweetened with between two to
9 eleven grams of allulose, a sugar under 21 C.F.R. § 101.9(c)(6)(ii)). No disclaimer of
10 any kind accompanies the statements. A “<1G SUGAR” or “1g SUGAR” claim on a
11 product containing up to eleven grams of sugar from allulose is false; at minimum, it
12 is misleading, because it grossly understates the Products’ sugar content. As such, this
13 labeling violates 21 C.F.R. § 101.13(i).¹⁵ A food whose “labeling is false or
14 misleading in any particular” is also misbranded, independent of any other provision.
15 21 U.S.C. § 343(a)(1).

16 49. Separately, the Products are misbranded under 21 U.S.C. § 343(r)(1)(A):
17 their labels bear nutrient content claims that are not made in accordance with the
18 regulations authorizing such claims, as alleged above. Misbranded food may not
19 lawfully be introduced or delivered for introduction into interstate commerce. 21
20 U.S.C. § 331(a).

21 50. Plaintiffs do not sue to enforce the FDCA. As outlined below in Section
22 VI, Plaintiffs sue to enforce independently enforceable California law that imposes

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24 ¹⁴Brief for the United States as Amicus Curiae at 2, 24, *Franco v. Chobani, LLC*,
No. 25-2087 (7th Cir. June 29, 2026).

25 ¹⁵ The Caramel Almond Clusters’ “ZERO GRAMS ADDED SUGAR” claim is
26 likewise false and misleading, because Defendant adds allulose, a sugar, to the
27 Product as a sweetener. For the same reason, the claim does not comply with 21
28 C.F.R. § 101.60(c)(2), which governs when a food may be labeled as containing no
added sugar.

1 requirements identical to the federal requirements. Because Plaintiffs’ state-law
2 claims are based on the exact same deceptive nutrient content claims that render the
3 Products misbranded under federal law, there is no conflict between the two regimes
4 and no FDCA preemption of any kind. 21 U.S.C. § 343-1(a)(5).

5 **V. Defendant’s Conduct Violates California’s Sherman Law.**

6 51. California’s Sherman Food, Drug, and Cosmetic Law, Cal. Health &
7 Safety Code § 109875, *et seq.* (the “Sherman Law”), adopts the federal food-labeling
8 regulations as the law of California: “All food labeling regulations and any
9 amendments to those regulations adopted pursuant to the federal act, in effect on
10 January 1, 1993, or adopted on or after that date shall be the food labeling regulations
11 of this state.” *Id.* § 110100(a); *see also id.* § 110670. Every requirement of § 101.13
12 described above — measured, as those provisions require, by the definition of
13 “sugars” in § 101.9(c)(6)(ii) —is therefore California law, and each of Defendant’s
14 violations of those federal requirements is equally a violation of California law.

15 52. Defendant’s manufacturing, marketing, advertising, distribution, and
16 sale of the Products violate the Sherman Law’s misbranding provisions, including:
17 Section 110660 (a food is misbranded if its labeling is false or misleading in any
18 particular); Section 110670 (a food is misbranded if its label does not conform to the
19 nutrient-content-claim requirements of 21 U.S.C. § 343(r)); Section 110760 (unlawful
20 to manufacture, sell, deliver, hold, or offer for sale any misbranded food); Section
21 110765 (unlawful to misbrand any food); and Section 110770 (unlawful to receive in
22 commerce any misbranded food or to deliver it).

23 53. Defendant’s conduct likewise violates the Sherman Law’s false-
24 advertising provisions, including: Section 109885; Section 110390 (unlawful to
25 disseminate any false advertisement of any food, where an advertisement is false “if
26 it is false or misleading in any particular”); Section 110395 (unlawful to advertise any
27 misbranded food); Section 110398 (unlawful to advertise any food in violation of
28

Chapter 4 of the Sherman Law); and Section 110400 (unlawful to receive in commerce any food that is falsely advertised or to deliver it).

54. These Sherman Law violations are independently unlawful under California law and serve as predicate violations under California’s Unfair Competition Law, as further alleged below.

VI. Reasonable Consumers Are Deceived — and Cannot Discover the Truth.

55. The Representations communicate one thing to reasonable consumers: that the Products contain no more than the one to two grams of sugar stated on their front labels. That is the plain and ordinary meaning of “<1G SUGAR,” “1g SUGAR,” and “2g SUGAR.” A reasonable interpretation of a label stating a specific gram amount of sugar is that the labeled food actually contains no more than that amount of sugar.

56. Each Representation is an absolute, objective, quantitative claim about a measurable physical attribute of the Products. It is a statement of fact — not puffery, not opinion, and not ambiguous.

57. Inspecting the ingredient list or other information presented by Defendant would not alert consumers to the truth, because Defendant nowhere discloses that allulose is a sugar. Moreover, allulose is not a common household name; in a 2021 marketing survey, only 15% of respondents had even heard of allulose — let alone knew that it was a sugar.¹⁶

58. Defendant also actively conceals the material fact that allulose is a sugar, and affirmatively tells consumers the opposite.

59. The practical consequence of Defendant’s labeling choices is that a consumer standing in the store — reading the front of the pack, the back of the pack, the ingredient statement, and even Defendant’s websites — encounters nothing,

¹⁶International Food Information Council, Perceptions and Use of Dietary Sweeteners (May 2021), <https://foodinsight.org/wp-content/uploads/2021/05/IFIC-Sweeteners-Survey.May-2021.pdf>.

1 anywhere, revealing that the Products contain more sugar than represented. The
2 deception cannot be discovered at the point of sale.

3 **VII. The Representations Are Material — Consumers Seek Out, and Pay More**
4 **for, Products With Little or No Sugar.**

5 60. The presence and amount of sugar in a food is material to reasonable
6 consumers: it is information a reasonable person would attach importance to in
7 deciding whether, and at what price, to purchase the Products.

8 61. Consumer demand for products without sugar is overwhelming and well
9 documented. A 2022 nationwide survey found that 73% of Americans ages 18 to 80
10 reported trying to limit or avoid sugars in their diet.¹⁷

11 62. That demand accords with uniform public-health guidance. The World
12 Health Organization recommends limiting free sugars to less than 10 percent of total
13 daily energy intake — and states that limiting them to 5 percent or less would provide
14 additional health benefits. The American Heart Association recommends limiting
15 added sugars to no more than 6 percent of daily calories.¹⁸

16 63. Food manufacturers are acutely aware of this demand and of the
17 premium consumers will pay to satisfy it. Products labeled with low- and no-sugar
18 claims command higher prices than comparable products without those claims, and
19 manufacturers reserve the front principal display panel for the claims they believe will
20 most motivate a purchase. Trading on consumers' well-known desire for low- and no-
21 sugar products is a deliberate marketing strategy designed to capitalize on healthy-
22 eating trends.

24 ¹⁷International Food Information Council, 2022 Food & Health Survey 57 (May 18,
25 2022), <https://ific.org/wp-content/uploads/2022/06/IFIC-2022-Food-and-Health-Survey-Report-May2022.pdf>.

26 ¹⁸World Health Organization, Healthy Diet, <https://www.who.int/news-room/fact-sheets/detail/healthy-diet>; American Heart Association, Added Sugars,
27 <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars>.
28

64. Defendant is explicit about this. Defendant’s marketing leads with the Products’ sugar content at every turn: the front of every Atkins package states “<1G SUGAR” and “ZERO GRAMS ADDED SUGAR”; Defendant’s website tells consumers that “[e]ach cluster has less than 1g of sugar”; the front of every Quest package states “1g SUGAR” or “2g SUGAR”; and Defendant’s online advertising promises “2g of sugar” per serving. In Defendant’s own marketing, low sugar content is central to the Products’ value proposition. Companies do not build their brand identity around a claim consumers ignore.

65. The amount of sugar in the Products is important to consumers because it also affects their health. Consumption of allulose can also have gastrointestinal effects such as nausea, bloating, diarrhea, and abdominal pain.¹⁹ A large clinical trial on the gastrointestinal tolerance of allulose determined that, compared to traditional cane sugar, consumption of allulose resulted in “significantly higher frequencies of symptoms of diarrhea, abdominal distention, and abdominal pain.” Increasing the level of ingested allulose “resulted in incidences of severe nausea, abdominal pain, headache, anorexia, and diarrheal symptoms.”²⁰

VIII. Defendant Knew the Representations Were False and Misleading

66. At all relevant times, Defendant’s Representations were knowing and intentional. Defendant knew or reasonably should have known that: (a) it was putting allulose in the Products; (b) allulose is a sugar — a fact repeatedly confirmed by the FDA; (c) its labels and advertising represented that each Product contained no more sugar than the amount stated on its front label; (d) reasonable consumers would view,

¹⁹Memorandum from Center for Science in the Public Interest to Food and Drug Administration (June 17, 2019), <https://cspinet.org/sites/default/files/attachment/allulose%20final%20from%20CSPI.pdf>.

²⁰Han Y, Choi BR, Kim SY, Kim SB, Kim YH, Kwon EY & Choi MS, Gastrointestinal Tolerance of D-Allulose in Healthy and Young Adults: A Non-Randomized Controlled Trial, 10 Nutrients 2010 (2018), <https://doi.org/10.3390/nu10122010>.

1 assume to be true, and rely upon the Representations in making purchasing decisions;
2 (e) consumers relying on the Representations would not receive the benefit of their
3 bargain; and (f) the Representations enabled Defendant to charge consumers a
4 premium for Products that are actually sweetened with many times more sugar than
5 represented.

6 67. Defendant is a sophisticated actor. It is a major, publicly traded food
7 company; its Atkins brand is built around counting grams of carbohydrates and sugar,
8 and its own packaging performs gram-level accounting of the Products' allulose
9 content. A sophisticated food company is charged with knowledge of the labeling
10 rules that govern the products it sells and the ingredients it selects.

11 68. Every source of that knowledge predated Defendant's sale of the
12 Products. The FDA's definition of sugars has included all monosaccharides since
13 1993.

14 69. Defendant's command of allulose's chemistry was, and is, granular.
15 Defendant discloses the Products' allulose content to the gram. For example: three
16 grams per Caramel Almond Cluster, eight grams per serving of Endulge Gummy
17 Bears, and eleven grams in the Quest Cookies & Cream Crispy bar, printed in net
18 carbs calculations on the same packages whose front labels state "<1G SUGAR," "1g
19 SUGAR," or "2g SUGAR." Defendant understands exactly what allulose is; the only
20 classification it has never disclosed to consumers is the one that matters: allulose is a
21 monosaccharide, a sugar.

22 70. As of the filing of this Complaint, Defendant continues to manufacture,
23 market, and sell the Products bearing the same Representations on its packaging, its
24 website, and its retail listings. Defendant's conduct is knowing, willful, and
25 continuing.

26 71. This deception was carried out with the intent that Plaintiffs and
27 consumers would rely on the Representations, and it was carried out to enrich
28 Defendant by boosting sales of the Products through deceptive means.

IX. Plaintiffs and the Classes Lack an Adequate Remedy at Law.

72. Plaintiffs seek damages and, in the alternative, restitution and other equitable relief. Plaintiffs lack an adequate remedy at law because legal damages may not fully compensate Plaintiffs and the Classes for the deception, and calculating the precise economic loss (e.g., the exact price premium attributable to the misleading claim) may be difficult or uncertain. Restitution, which focuses on restoring the benefits unjustly obtained by Defendant, provides a more certain and direct equitable remedy for the harm caused by Defendant's deceptive practices, particularly where consumers purchased products they would not have bought at all but for the misrepresentation. Furthermore, injunctive relief is necessary to prevent future harm, which monetary damages alone cannot achieve.

73. Equitable relief under the UCL and FAL is additionally appropriate because those statutes provide relief that no legal claim can: the UCL's unlawful prong borrows statutory prohibitions — including the Sherman Law — that do not themselves afford a private right of action, and restitution under the UCL and FAL is measured by the amounts Defendant unjustly obtained from the Classes, a measure distinct from, and potentially broader than, the damages available at law.

CLASS ACTION ALLEGATIONS

74. Plaintiffs bring this action individually and as representatives of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of themselves and the members of the following proposed multi-state class ("Multi-State Consumer Protection Class"):²¹

²¹ Unless otherwise specified, all references in this Complaint to "Classes" or the "Class" refer collectively to the Multi-State Consumer Protection Class and California.

1 During the fullest period allowed by law, all persons who purchased the
2 Product in the state of California or any state with similar laws,²² within the
3 applicable statute of limitations for personal use and not resale until the date
4 notice is disseminated.

5 75. Plaintiffs further bring this action individually and as representatives of
6 all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3)
7 on behalf of themselves and the members of the following class (“California Class”):

8 During the fullest period allowed by law, all persons who purchased the
9 Products in the State of California, within the applicable statute of limitations
10 for personal use and not resale, until the date notice is disseminated.

11 76. Members of the Multi-State Consumer Protection Class and California
12 Class are referred to collectively as the “Class members.” Specifically excluded from
13 these definitions are: (1) Defendant, any entity in which Defendant has a controlling
14 interest, and its legal representatives, officers, directors, employees, assigns and
15 successors; (2) the Judge to whom this case is assigned and any member of the Judge’s

16
17 ²² While discovery may alter the following, Plaintiffs assert that the other states
18 with similar consumer fraud laws under the facts of this case include, but are not
19 limited to: Alaska (AS §§ 45.50.471, *et seq.*), Arkansas (Ark. Code §§ 4-88-101, *et*
20 *seq.*), California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), Connecticut (Conn. Gen.
21 Stat. §§ 42-110, *et seq.*), Delaware (Del. Code tit. 6, §§ 2511, *et seq.*), District of
22 Columbia (D.C. Code §§ 28-3901, *et seq.*), Florida (Fla. Stat. §§ 501.201, *et seq.*),
23 Hawaii (Haw. Rev. Stat. §§ 480-1, *et seq.*), Illinois (815 ICLS §§ 501/1, *et seq.*),
24 Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*), Michigan (Mich. Comp. Law §§
25 445.901, *et seq.*), Minnesota (Minn. Stat. §§ 325F.67, *et seq.*), Missouri (Mo. Rev.
26 Stat. §§ 407.010, *et seq.*), New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*), New York (N.Y.
27 Gen. Bus. Law. §§ 349, *et seq.* and §§ 350, *et seq.*), Rhode Island (R.I. Gen. Laws §§
28 6-13.1-1, *et seq.*), Vermont (Vt. Stat. tit. 9, §§ 2451, *et seq.*), Washington (Wash. Rev.
Code §§ 19.86.010, *et seq.*), and Wisconsin (Wis. Stat. §§ 100.18, *et seq.*). *See Langan*
v. Johnson & Johnson Consumer Companies, Inc., 897 F.3d 88, 96 (2d Cir. 2018);
Mancuso v. RFA Brands, LLC, 454 F. Supp. 3d 197, 201, 204 (W.D.N.Y. 2020); *see*
also Benson v. Newell Brands, Inc., No. 19 C 6836, 2021 WL 5321510, *9-10 (N.D.
Ill. Nov. 16, 2021) (certifying a similar multi-state consumer protection class).

1 staff or immediate family; and (3) Class Counsel. Plaintiffs reserve the right to amend
2 the Class definition, as necessary.

3 77. Plaintiffs reserve the right to modify or amend the definition of the
4 proposed Classes and/or add subclasses before the Court determines whether class
5 certification is appropriate.

6 78. Plaintiffs are members of all the Classes.

7 79. Certification of Plaintiffs' claims for class-wide treatment is appropriate
8 because Plaintiffs can prove the elements of the claims on a class-wide basis using
9 the same evidence that individual Class members would use to prove those elements
10 in individual actions alleging the same claims.

11 80. **Numerosity:** Members of each Class are so numerous and
12 geographically dispersed that individual joinder of all Class members is
13 impracticable. The precise number of Class members is unknown to Plaintiffs but is
14 likely to be ascertained by Defendant's and other retailers' records. At a minimum,
15 there are likely tens of thousands of Class members.

16 81. **Commonality:** There are questions of law and fact common to the
17 proposed Classes. Common questions of law and fact include, without limitations:

- 18 a. whether allulose is a sugar;
- 19 b. whether reasonable consumers were deceived by Defendant's
- 20 labeling and advertising;
- 21 c. whether Defendant's course of conduct violates the statutes,
- 22 regulations, and other laws pleaded in this Complaint;
- 23 d. whether Defendant was unjustly enriched by retaining monies from
- 24 the sale of the Products;
- 25 e. whether certification of each Class is appropriate under Rule 23;
- 26 f. whether Plaintiffs and Class Members are entitled to declaratory,
- 27 equitable, or injunctive relief, and the scope of such relief; and
- 28

1 g. the amount and nature of the relief to be awarded to Plaintiffs and the
2 Classes, including whether Plaintiffs and the Classes are entitled to
3 punitive damages.

4 82. **Typicality**: Plaintiffs' claims are typical of the claims of the other Class
5 Members. Plaintiffs, like Class Members, purchased one or more of the Products in
6 reliance on Defendant's uniform sugar content claims. Plaintiffs and Class Members
7 would not have purchased the Products, or would have paid significantly less for
8 them, had Defendant's labeling complied with federal and state law.

9 83. **Adequacy**: Plaintiffs will fairly and adequately protect the interests of
10 the proposed Classes. Plaintiffs' interests do not conflict with the interests of the Class
11 Members they seek to represent, and Plaintiffs have retained counsel competent and
12 experienced in consumer class action litigation. The interests of the Class Members
13 will therefore be fairly and adequately protected by Plaintiffs and their counsel.

14 84. **Predominance**: Pursuant to Rule 23(b)(3), the common issues of law
15 and fact identified in this Complaint predominate over any other questions affecting
16 only individual members of the Classes. Class issues fully predominate over any
17 individual issue because no inquiry into individual conduct is necessary; all that is
18 required is a narrow focus on Defendant's misconduct detailed at length in this
19 Complaint.

20 85. **Superiority**: A class action is superior to all other available methods for
21 the fair and efficient adjudication of this litigation because individual litigation of
22 each claim is impractical. It would be unduly burdensome to have individual litigation
23 of hundreds of thousands of individual claims in separate lawsuits, every one of which
24 would present the issues presented in the Complaint/lawsuit. Further, because of the
25 damages suffered by any individual Class member may be relatively modest in
26 relation to the cost of litigation, the expense and burden of individual litigation make
27 it difficult, if not impossible. Furthermore, many of the Class members may be
28 unaware that claims exist against the Defendant.

1 91. Defendant engaged in fraudulent and/or deceptive conduct which creates
2 the likelihood of confusion or misunderstanding in violation of applicable law.

3 92. Defendant chose to package, label and market the Products in this way
4 to impact consumer choices, extract price premiums and gain market dominance, as
5 it is aware that all reasonable consumers who purchase the Products would be
6 impacted by, and would reasonably believe, its false and misleading representations.

7 93. Defendant intended for Plaintiffs and Multi-State Consumer Protection
8 Class members to reasonably rely upon the material misrepresentations concerning
9 the true nature of the Products.

10 94. Defendant's misrepresentations and other deceptive conduct were likely
11 to deceive and cause misunderstanding and/or, in fact, did cause Plaintiffs and Multi-
12 State Consumer Protection Class members to be deceived about the true nature of the
13 Products.

14 95. As a direct and proximate result of Defendant's misrepresentations,
15 Plaintiffs and Multi-State Consumer Protection Class members suffered ascertainable
16 losses.

17 96. Had they been aware of the true nature of the Products, Plaintiffs and
18 Multi-State Consumer Protection Class members either would have paid less for the
19 Products or would not have made the purchases at all.

20 97. Pursuant to the aforementioned states' unfair and deceptive practices
21 laws, Plaintiffs and Multi-State Consumer Protection Class members are entitled to
22 recover compensatory, restitution, punitive and special damages, including, but not
23 limited to treble damages, reasonable attorneys' fees and costs and other injunctive or
24 declaratory relief as deemed appropriate or permitted by relevant law.

25 **SECOND CLAIM FOR RELIEF**
26 **Unjust Enrichment / Quasi-Contract**
27 ***(By Plaintiffs, Individually, and on Behalf of the California Class)***
28

1 98. Plaintiffs, individually and on behalf of the California Class repeat and
2 reallege paragraphs 1 through 86 as if fully set forth herein.

3 99. As set forth in this Complaint, Defendant's unfair and unlawful conduct
4 includes, among other things, making materially false and misleading representations
5 about the sugar content of its Products. Defendant's acts and business practices offend
6 the established public policy of California and of the other states encompassing the
7 California Class, as well as federal law, and there is no public benefit that comes from
8 such false labeling and advertising—only harm.

9 100. While Plaintiffs and Class members were harmed at the time of purchase,
10 Defendant was unjustly enriched by its misrepresentations. As a result of Defendant's
11 unlawful, unfair and fraudulent business practices, Plaintiffs and Class members
12 suffered injury.

13 101. To Defendant's benefit and enrichment, it knowingly realized substantial
14 revenue from selling the Products at the expense of, and to the detriment of, Plaintiffs
15 and Class members. Defendant's retention of these benefits violates fundamental
16 principles of justice, equity and good conscience.

17 102. Plaintiffs and the Class members conferred significant financial benefits
18 and paid substantial compensation to Defendant for the Product, which is not as
19 Defendant represents.

20 103. Under common law principles of unjust enrichment and quasi-contract,
21 it is inequitable for Defendant to retain the benefits conferred by Plaintiffs' and Class
22 members' overpayments.

23 104. As such, Plaintiffs and Class members seek disgorgement of all profits
24 resulting from such overpayments and the establishment of a constructive trust from
25 which Plaintiffs and Class members may seek restitution.

26 **THIRD CLAIM FOR RELIEF**

27 **Violation of California's Consumers Legal Remedies Act ("CLRA")**

1 **California Civil Code § 1750, et seq.**
2 **(By Plaintiffs, Individually, and on Behalf of the California Class)**
3 **(for injunctive relief only)**

4 105. Plaintiffs individually and on behalf of the California Class, reallege
5 paragraphs 1 through 86 as if fully set forth herein.

6 106. Plaintiffs bring this claim individually and on behalf of the members of
7 the proposed California Class against Defendant pursuant to California’s Consumers
8 Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*

9 107. The Products are “good[s]” within the meaning of Cal. Civ. Code §
10 1761(a), and the purchases of the Products by Plaintiffs and members of the California
11 Class constitute “transactions” within the meaning of Cal. Civ. Code § 1761(e).

12 108. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
13 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
14 quantities which they do not have[.]” By representing that each Product contains no
15 more than one to two grams of sugar (“<1G SUGAR,” “1g SUGAR,” or “2g
16 SUGAR”), Defendant has represented and continues to represent that the Products
17 have characteristics and ingredients that they do not have because the Products
18 contain more sugar than represented in the form of allulose. Therefore, Defendant has
19 violated and continues to violate section 1770(a)(5) of the CLRA.

20 109. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
21 services are of a particular standard, quality, or grade, or that goods are of a particular
22 style or model, if they are of another.” By making the “<1G SUGAR,” “1g SUGAR,”
23 and “2g SUGAR” representations on the Products when marketing and advertising
24 the Products, Defendant has represented and continues to represent that the Products
25 are of a particular standard when they are of another, because the Products contain
26 more sugar than represented in the form of allulose

27 110. Therefore, Defendant has violated and continues to violate section
28 1770(a)(7) of the CLRA.

1 111. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
2 with intent not to sell them as advertised.” By marketing and advertising each Product
3 as containing no more than one to two grams of sugar, and not delivering Products as
4 such, Defendant has advertised the Products with characteristics it intended not to
5 provide to consumers. As such, Defendant has violated and continues to violate
6 section 1770(a)(9) of the CLRA.

7 112. At all relevant times, Defendant has known or reasonably should have
8 known that the marketing and advertising of its Products with the sugar
9 representations described herein are false and misleading, and that Plaintiffs and other
10 members of the California Class would reasonably and justifiably rely on these
11 representations when purchasing the Products. Nonetheless, Defendant deceptively
12 advertises the Products as such in order to deceive consumers into believing they
13 contain no more sugar than their front labels represent.

14 113. Plaintiffs and members of the California Class have justifiably relied on
15 Defendant’s misleading representations when purchasing the Products. Moreover,
16 based on the materiality of Defendant’s misleading and deceptive conduct, reliance
17 may be presumed or inferred for Plaintiffs and members of the California Class.

18 114. Plaintiffs and members of the California Class have suffered and
19 continue to suffer injuries caused by Defendant because they would have paid
20 significantly less for the Products, or would not have purchased them at all, had they
21 known that the Products contain more sugar than represented on the Product labels.

22 115. Pursuant to Cal. Civ. Code § 1782, on August 28, 2026, Plaintiff
23 Amavisca, on behalf of herself and the Class, notified Defendant in writing by
24 certified mail of its violations of § 1770 described above and demanded that it rectify
25 its conduct on a class-wide basis. If Defendant fails to provide, or agree to provide,
26 the requested remedies within 30 days of its receipt of that notice, Plaintiffs will
27 amend this Complaint without leave of court, pursuant to Civil Code § 1782(d), to
28 seek actual, statutory, and punitive damages under the CLRA.

116. Pursuant to Cal. Civ. Code § 1780(d), declarations of venue are attached to this Complaint.

FOURTH CLAIM FOR RELIEF

**Violation of California’s Unfair Competition Law (“UCL”)
California Business & Professions Code § 17200, *et seq.*
(By Plaintiffs, Individually, and on Behalf of the California Class)**

117. Plaintiffs individually and on behalf of the California Class, reallege paragraphs 1 through 86 as if fully set forth herein.

118. Plaintiffs bring this claim individually and on behalf of the members of the proposed California Class against Defendant pursuant to California Business & Professions Code § 17200, *et seq.*

119. The UCL, Cal. Bus. & Prof. Code § 17200, provides, in pertinent part, that “unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising[.]”

120. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law. Defendant’s false and misleading advertising of the Products was and continues to be “unlawful” because it violates the CLRA; the FAL; California’s Sherman Food, Drug, and Cosmetic Law, including Cal. Health & Safety Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760, 110765, and 110770; and the federal food labeling requirements adopted by the Sherman Law, including 21 U.S.C. § 343(a)(1) and (r)(1)(A) and 21 C.F.R. §§ 101.13 and 101.9(c)(6)(ii), as described herein. As a result of Defendant’s unlawful business acts and practices, Defendant has unlawfully obtained money from Plaintiffs and members of the proposed California Class.

121. Under the UCL, a business act or practice is “unfair” if its conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged victims.

1 122. Defendant's conduct was and continues to be of no benefit to purchasers
2 of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers
3 who rely on the marketing and advertising. Therefore, Defendant's conduct was and
4 continues to be "unfair." As a result of Defendant's unfair business acts and practices,
5 Defendant has and continues to unfairly obtain money from Plaintiffs and members
6 of the proposed California Class.

7 123. Under the UCL, a business act or practice is "fraudulent" if it actually
8 deceives or is likely to deceive members of the consuming public.

9 124. Defendant's conduct here was and continues to be fraudulent because,
10 due to the Products' sugar representations, it has the effect of deceiving consumers
11 into believing that each Product contains no more than the one to two grams of sugar
12 stated on its front label, when in fact the Products contain more sugar than represented
13 in the form of allulose. Because Defendant misled Plaintiffs and members of the
14 California Class, Defendant's conduct was "fraudulent." As a result of Defendant's
15 fraudulent business acts and practices, Defendant has and continues to fraudulently
16 obtain money from Plaintiffs and members of the California Class.

17 125. Plaintiffs request that the Court cause Defendant to restore this
18 unlawfully, unfairly, and fraudulently obtained money to them, and members of the
19 proposed California Class, to disgorge the profits Defendant made on these
20 transactions, and to enjoin Defendant from violating the UCL or violating it in the
21 same fashion in the future as discussed herein. Otherwise, Plaintiffs and members of
22 the proposed California Class may be irreparably harmed and/or denied an effective
23 and complete remedy.

24

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FIFTH CLAIM FOR RELIEF
Violation of California's False Advertising Law ("FAL")
California Business & Professions Code § 17500, et seq.
(By Plaintiffs, Individually, and on Behalf of the California Class)

1 126. Plaintiffs individually and on behalf of the California Class, reallege
2 paragraphs 1 through 86 as if fully set forth herein.

3 127. Plaintiffs bring this claim individually and on behalf of the members of
4 the proposed California Class against Defendant pursuant to California’s False
5 Advertising Law (“FAL”), Cal. Bus. & Prof. Code § 17500, *et seq.*

6 128. The FAL makes it “unlawful for any person to make or disseminate or
7 cause to be made or disseminated before the public . . . in any advertising device . . .
8 or in any other manner or means whatever, including over the Internet, any statement,
9 concerning . . . personal property or services professional or otherwise, or
10 performance or disposition thereof, which is untrue or misleading and which is
11 known, or which by the exercise of reasonable care should be known, to be untrue or
12 misleading.” Cal. Bus. & Prof. Code § 17500.

13 129. Defendant has violated the FAL by disseminating uniform, unqualified
14 representations on the Products’ front labels, packaging, and advertising: “<1G
15 SUGAR,” “1g SUGAR,” or “2g SUGAR” on every Product. Under the reasonable
16 consumer test, these statements are likely to deceive members of the public into
17 believing that the Products contain no more sugar than those representations state.

18 130. These challenged representations are unambiguously deceptive because
19 they contain no asterisks, qualifying language, or clarifying disclosures informing
20 consumers that the Products in fact contain more sugar than represented.

21 131. Defendant knew, or by the exercise of reasonable care should have
22 known, that these representations were untrue and misleading because Defendant
23 formulated, marketed, labeled, and sold the Products sweetened with allulose, a sugar,
24 while simultaneously representing that the Products contain little to no sugar.

25 132. Plaintiffs and the California Class have standing to bring this claim
26 because they lost money or property as a result of Defendant’s FAL violations.
27 Specifically, they relied on Defendant’s false advertising and paid a premium price
28 for Products they believed contained only the small amounts of sugar represented on

1 their front labels and that they otherwise would not have purchased, or would have
2 purchased only at a lower price, had the truth been disclosed.

3 133. Defendant has represented and continues to represent to the public,
4 including Plaintiffs and members of the proposed California Class, through its
5 deceptive marketing and advertising, that the Products are of a particular standard and
6 contain no more sugar than their front labels represent, when that is not true. Because
7 Defendant has disseminated misleading information regarding the Products, and
8 Defendant knows, knew, or should have known through the exercise of reasonable
9 care that the representations were and continue to be misleading, Defendant has
10 violated the FAL.

11 134. As a direct result of Defendant's false advertising, Defendant has
12 obtained, and continues to obtain, unlawful money at the expense of Plaintiffs and the
13 California Class. Plaintiffs therefore request that the Court: (a) enjoin Defendant from
14 continuing these deceptive practices; (b) order the restitution of all money
15 fraudulently obtained; and (c) order the disgorgement of profits earned through these
16 transactions.

17 135. Plaintiffs and the California Class will be irreparably harmed without an
18 injunction, as Defendant continues to sell the Products using deceptive labels that
19 prevent Plaintiffs from making informed purchasing decisions in the future.

20
21 **SIXTH CLAIM FOR RELIEF**
22 **Intentional Misrepresentation / Fraud**
(By Plaintiffs, Individually, and on Behalf of the California Class)

23 136. Plaintiffs individually and on behalf of the California Class, reallege
24 paragraphs 1 through 86 as if fully set forth herein.

25 137. As alleged herein, Defendant made representations of material fact to
26 Plaintiffs and Class members concerning the sugar content of the Products,
27 specifically the Representations described herein.

28 138. These representations were false and misleading. Defendant knew these

1 representations were false and misleading when made, or made them with reckless
2 disregard for their truth, because Defendant formulated the Products, selected allulose
3 as a sweetening ingredient, and knew that allulose is a monosaccharide, a sugar.

4 139. Defendant also actively concealed the material fact that allulose is a
5 sugar, and affirmatively told consumers the opposite, grouping allulose in the
6 Products' net carbs calculations with fiber, sugar alcohols, and erythritol, ingredients
7 that are not sugar, while representing on the front of the same packages that the Atkins
8 Products contain less than two grams of sugar.

9 140. Defendant made these false representations and concealed material facts
10 with the intent to defraud and induce Plaintiffs and Class members to purchase the
11 Products.

12 141. Plaintiffs and Class members reasonably relied on Defendant's false
13 representations and concealment when purchasing the Products.

14 142. As a direct and proximate result of Defendant's intentional
15 misrepresentations and fraudulent concealment, Plaintiffs and Class members
16 suffered damages, including economic losses from purchasing the Products under
17 false pretenses regarding their sugar content. Defendant's conduct was malicious,
18 oppressive, or fraudulent, warranting an award of damages, including punitive
19 damages.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiffs, individually and on behalf of the proposed Classes,
22 respectfully pray for following relief:

23 A. Certification of this case as a class action on behalf of the proposed
24 Classes defined above, appointment of Plaintiffs as Class representatives, and
25 appointment of their counsel as Class Counsel;

26 B. An order enjoining Defendant from continuing to label, advertise, or
27 market the Products with "<1G SUGAR," "ZERO GRAMS ADDED SUGAR," "1g
28

1 SUGAR,” “2g SUGAR,” or any other sugar content claim that misstates or
2 understates the Products’ sugar content as defined by federal and California law, and
3 requiring corrective disclosures;

4 C. An award of all economic, monetary, actual, consequential, and
5 compensatory damages caused by Defendant’s conduct;

6 D. An award of nominal, punitive, and statutory damages;

7 E. An award to Plaintiffs and their counsel of reasonable expenses and
8 attorneys’ fees;

9 F. An award to Plaintiffs and the proposed Classes of pre and post-
10 judgment interest, to the extent allowable; and

11 G. For such further relief that the Court may deem just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs, individually, and on behalf of the proposed Classes, hereby demand
14 a jury trial with respect to all issues triable of right by jury.

15
16 DATED: September 1, 2026

TREEHOUSE LAW, LLP

17 By: /s/ Benjamin Heikali

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27 *Putative Classes*
28

Exhibit A – The Products

The “Products” are all Atkins and Quest products that (a) contain allulose and (b) bear a sugar content representation on their packaging or in Defendant’s advertising, in every flavor, size, count, and pack configuration. The Products include, without limitation:

The following Atkins products, in all sizes, counts, and pack configurations:

1. Keto Caramel Almond Clusters
2. Keto Cookies & Crème Clusters
3. Endulge Crunchalicious Bar
4. Endulge Milk Chocolate Truffles
5. Endulge Gummy Bears
6. Peanutty Overload Bar
7. Cookie Fusion Layered High Protein Bar
8. Strawberry Filled High Protein Soft Baked Bars

And the following Quest protein bars, in all sizes, counts, and pack configurations:

9. CRISPY Peanut Butter & Jelly
10. CRISPY Fruity Cereal
11. CRISPY Chocolate Peanut Butter
12. CRISPY Chocolate Caramel Pecan
13. CRISPY Cookies & Cream
14. CRISPY Birthday Cake
15. CRISPY Cinnamon Brown Sugar
16. STACKS Brownie a la Mode
17. STACKS Salted Caramel

Venue Declaration Pursuant to Cal. Civ. Code 1780(d)

I, Sylvia Diana Amavisca, declare as follows:

1. I am one of the named Plaintiffs in the above-captioned action and a citizen of the State of California. I have personal knowledge of the facts set forth in this declaration, and am competent to testify to the same. The matters set forth herein are true and correct to the best of my knowledge and belief.

2. I believe that the Southern District of California is the proper place for trial of this case because I reside in and purchased the challenged Products in this district.

I declare under penalty of perjury that the foregoing is true and correct,
executed on 09/01/2026 in San Diego, California.



Sylvia Diana Amavisca

Venue Declaration Pursuant to Cal. Civ. Code 1780(d)

I, Joshua Jonathan Raoufpor, declare as follows:

1. I am one of the named Plaintiffs in the above-captioned action and a citizen of the State of California. I have personal knowledge of the facts set forth in this declaration, and am competent to testify to the same. The matters set forth herein are true and correct to the best of my knowledge and belief.

2. I believe that the Southern District of California is the proper place for trial of this case because I reside in and purchased the challenged Products in this district.

I declare under penalty of perjury that the foregoing is true and correct,
executed on 08/28/2026 in San Diego, California.



Joshua Jonathan Raoufpor