FEBRUARY 25, 2026

Illinois federal court rejects "boneless" consumer fraud claim

by James F. Bogan III

Takeaway: Opinions analyzing whether marketing statements are deceptive to reasonable consumers can be some of the more curious rulings to peruse. One such opinion was recently issued by the Northern District of Illinois in putative nationwide class action, *Halim v. Buffalo Wild Wings, Inc.*, No. 23-cv-01495, 2026 WL 444686 (N.D. Ill., Feb. 17, 2026). There, the district court evaluated a consumer fraud theory, namely that the product label "boneless wings" deceived reasonable consumers into believing that the menu item was actually "real chicken wings with the bones removed." *Id*. at *1. In so doing, the district court advanced what could be best described as a series of "dad jokes" supporting its ruling. Finding that the proffered theory of deception had "no meat on its bones," the court concluded that the class plaintiff did not state a plausible claim.

In January 2023, Aimen Halim purchased "boneless wings" from a Buffalo Wild Wings (BWW) location in Mt. Prospect, Illinois. He thought he was buying "wings that were deboned (i.e., comprised entirely of chicken wing meat)." *Id*. at *1. What he got instead were chicken nuggets – morsels of chicken breast meat. Claiming he was duped, he sued BWW, asserting a claim under the Illinois Consumer Fraud Act as well as claims for unjust enrichment, breach of express warranty, and common law fraud, and seeking to represent a nationwide class of BWW boneless wing purchasers.

According to the district court, "BWW's boneless wings [apparently] failed to 'meat' expectations." *Id*.

The focus of the court's analysis was on whether the term "boneless wings" was deceptive to a reasonable consumer, as opposed to being literally false. Quoting a Seventh Circuit consumer fraud decision, the court recognized that "[m]any literally false statements are not deceptive." *Id*. at *3 (citation omitted). As the movant, BWW had the burden of demonstrating that the term "boneless wings" was not – as a matter of law – deceptive to a reasonable consumer, and the court concluded that BWW met that burden.

With consumer fraud, context is key, and the BWW menu cited in the complaint provided key context for the district court's ruling. As shown by the menu, BWW not only sells "boneless wings," but also "cauliflower wings" under the menu's "wing section." *Id*. at *4. If Halim's deception theory were correct, "reasonable consumers should think that cauliflower wings are made (at least in part) from wing meat. They don't, though." *Id*. The district court observed: "A reasonable consumer would not think that BWW's boneless wings were truly deboned chicken wings, reconstituted into some sort of Franken-wing."

Additional facts supported the court's conclusion of no deception, including that BWW sold boneless wings at a cheaper price than regular wings – thereby signaling to a reasonable consumer that BWW did *not* undertake the more expensive food preparation process of actually extracting bones from the chicken products. The court also observed that the term "boneless wings" was a commonly used term in the restaurant business that did not "require extensive research to figure out the truth" (the court also observed that "boneless wings" is a "fanciful" term referring as much to the style of cooking as to the physical characteristics of the food product). *Id*.

On similar reasoning, the court rejected Halim's claims for unjust enrichment, breach of express warranty, and common law fraud, ultimately concluding that "Halim did not 'drum' up enough factual allegations to state a claim." *Id*. at *5.

The district court did, however, give Halim leave to file an amended complaint, although it expressed skepticism that he would be able to articulate a valid claim.