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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

13 SAAD AMER, individually, and on
14 behalf of all others similarly situated,

15 *Plaintiff,*

16
17 v.

18 PIM BRANDS, INC. and WELCH
19 FOODS INC., A COOPERATIVE,
20 *Defendants.*

CASE NO.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Saad Amer (“Plaintiff”), individually, and on behalf of all others
 2 similarly situated, by and through his attorneys, brings this Class Action Complaint
 3 against Defendants PIM Brands, Inc. and Welch Foods Inc., A Cooperative
 4 (collectively, “Defendants”), based upon personal knowledge as to himself, and upon
 5 information, investigation and belief of his counsel.

6 INTRODUCTION

7 1. Defendants are responsible for formulating, manufacturing, marketing,
 8 distributing, and selling Welch’s-branded products for sale to consumers nationwide,
 9 which include fruit snacks, juice-filled fruit snacks, fruit-and-yogurt snacks, fruit
 10 rolls, reduced-sugar fruit snacks, and zero-sugar fruit snacks.

11 2. Defendants market their zero-sugar fruit snacks with two promises they
 12 do not keep: “Zero Sugar” and “No Preservatives.” The snacks are sweetened with a
 13 sugar, and they contain a preservative.

14 3. This class action lawsuit seeks to challenge Defendants’ false and
 15 deceptive practices in the marketing and advertising of Welch’s Zero Sugar Fruity
 16 Bites products (collectively, the “Products”). The challenged Products are fully
 17 defined in Exhibit A.¹

18 4. During the relevant time period, Defendants sold the Products with the
 19 “Zero Sugar” and “No Preservatives” representations.

20 5. The promise of zero sugar in the Products is false and misleading. The
 21 Products are sweetened with allulose, a sugar found in figs, raisins, wheat, maple
 22 syrup, and molasses, and, chemically, a monosaccharide: a simple sugar with the same
 23 molecular formula as fructose.²

24
 25 ¹ See **Exhibit A** for a descriptive list of each product. Plaintiff reserves the right to expand
 26 the scope of the Products.

27 ² Cleveland Clinic Health Essentials, *What Is Allulose?*,
<https://health.clevelandclinic.org/what-is-allulose>; see also
 28 <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.”).

1 6. Not only is this false and misleading to reasonable consumers, but
2 federal law also forbids this labeling. As a general matter, a company may not make
3 a false or misleading statement on its labeling. 21 U.S.C. § 343(a)(1). And more
4 specifically, under 21 C.F.R. § 101.13(i)(3), a food may not be labeled with “a
5 statement about the amount or percentage of a nutrient,” such as “Zero Sugar,” if the
6 claim is “false or misleading in any respect.” The “Zero Sugar” claims here are false
7 and misleading. “Sugars” are defined as “the sum of all free mono- and disaccharides
8 (such as glucose, fructose, lactose, and sucrose).” 21 C.F.R. § 101.9(c)(6)(ii). Allulose
9 is a free monosaccharide and therefore a sugar. A “Zero Sugar” claim on a product
10 sweetened with allulose is therefore false and misleading. It also violates the
11 regulation governing “zero sugar” claims by name, which forbids the claim on any
12 food containing an ingredient that is a sugar unless that ingredient is flagged with a
13 qualifying asterisk. 21 C.F.R. § 101.60(c)(1)(ii).

14 7. This is no longer an open question. In *Franco v. Chobani, LLC*, the
15 Seventh Circuit held that allulose is a sugar under the governing federal regulation,
16 that state-law claims enforcing these identical standards are not preempted, and that a
17 “Zero Sugar” label on a product containing four grams of allulose per serving
18 plausibly deceives reasonable consumers. 184 F.4th 599, 2026 WL 2150193 (7th Cir.
19 2026). The FDA itself, appearing as amicus at the court’s invitation, answered the
20 question directly: “yes,” allulose is a “sugar” as that term is defined at 21 C.F.R. §
21 101.9(c)(6)(ii).³

22 8. Defendants’ Products include allulose, a sugar, and therefore cannot
23 claim to contain “Zero Sugar.” Defendants have deceived the public and have charged
24 a premium for it. Consumers paid for “Zero Sugar” and received sugar. They were
25 deprived of the benefit of their bargain: they would not have purchased the Products,
26

27
28 ³ Brief for the United States as Amicus Curiae at 2, 24, *Franco v. Chobani, LLC*, No. 25-
2087 (7th Cir. June 29, 2026).

1 or would have paid substantially less for them, had they known the truth. As such,
2 Plaintiff and Class members have been financially injured.

3 9. Plaintiff brings this action on behalf of himself and Classes of consumers
4 in California and other states with materially similar consumer protection laws to
5 recover damages and to enjoin Defendants' unlawful conduct.

6 **JURISDICTION AND VENUE**

7 10. This Court has subject matter jurisdiction pursuant to the Class Action
8 Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because this is a class action filed under
9 Rule 23 of the Federal Rules of Civil Procedure in that: (1) there are more than 100
10 members of the proposed Classes; (2) the parties are minimally diverse, as Defendants
11 are citizens of states different from at least some members of the proposed Classes,
12 including Plaintiff; and (3) the aggregate amount in controversy exceeds \$5,000,000,
13 exclusive of interest and costs. The Products are sold at numerous retail stores
14 throughout the United States, including in California. Accordingly, there are well over
15 100 members of the proposed Multi-State Consumer Protection Class and the
16 California Class, and members of the proposed Classes are citizens of states different
17 from Defendants. Plaintiff seeks compensatory damages, statutory damages,
18 disgorgement, restitution, punitive damages where permitted by law, and attorneys'
19 fees and costs. Thus, Plaintiff estimates that the amount in controversy exceeds
20 \$5,000,000.

21 11. This Court has personal jurisdiction over Defendants because
22 Defendants have sufficient minimum contacts with California and have purposefully
23 availed themselves of the privilege of conducting business within California through
24 the advertising, marketing, distribution, and sale of the Products and other goods to
25 California consumers. Defendants, directly and through their agents, are responsible
26 for the development, manufacture, distribution, marketing, labeling, and sale of the
27 Products in California, including within this judicial District. The Court also has
28 specific jurisdiction over Defendants because Defendants purposefully directed their

1 conduct toward California, Plaintiff's claims arise out of or relate to Defendants'
2 contacts with California, and the exercise of jurisdiction is reasonable because
3 Defendants have sold the deceptively advertised Products to Plaintiff and members of
4 the proposed California Class in this District. By distributing, marketing, and selling
5 the Products in California, Defendants intentionally and expressly aimed their
6 conduct at California, causing harm that they knew was likely to be suffered by
7 California consumers.

8 12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)
9 because a substantial part of the events and omissions giving rise to Plaintiff's claims
10 occurred in this District. Plaintiff Saad Amer resides in this District and purchased
11 one or more of the Products in this District during the applicable statute of limitations
12 period in reliance on Defendants' representations. Defendants also transact business,
13 market, advertise, distribute, and sell the Products throughout this District.

14 **PLAINTIFF**

15 13. Plaintiff Saad Amer is a citizen of California and currently resides in
16 Anaheim Hills, California. Throughout 2025 and most recently in or around August
17 2026, Plaintiff purchased Welch's Zero Sugar Fruity Bites, Mixed Fruit and Berries
18 'N Cherries varieties from Walmart in Anaheim, California.⁴ Before each purchase,
19 Plaintiff saw and relied on the front-label representations "Zero Sugar" and "No
20 Preservatives." Based on the "Zero Sugar" representation, Plaintiff reasonably
21 believed that the Products contained no sugar. Based on the "No Preservatives"
22 representation, Plaintiff reasonably believed that the Products contained no
23 preservatives. Had Plaintiff known that the Products contained sugar, he would not
24 have purchased them, or would have paid significantly less for them. Had Plaintiff
25 known that the Products contained a preservative, he likewise would not have

26
27
28 ⁴ Plaintiff has also purchased these products from Target and Vons in Anaheim, Moreno
Valley, Corona, Riverside, and Orange, California throughout 2025 and 2026.

1 purchased them, or would have paid significantly less for them. As such, Plaintiff has
2 been financially injured as a direct result of Defendants' misleading labeling.

3 14. Plaintiff would purchase the Products again. Plaintiff enjoys the Products
4 and continues to seek fruity bites that contain no sugar. Plaintiff would buy the
5 Products in the future if he could trust that the "Zero Sugar" representation is accurate.
6 But Plaintiff cannot rely on that representation. Defendants have relabeled the
7 Products at least once while continuing to label them "Zero Sugar." Plaintiff has no
8 insight into Defendants' formulation practices, which can change at any time without
9 notice. Absent an injunction, Plaintiff will either be misled again or be forced to forgo
10 purchasing Products he would otherwise buy. Plaintiff therefore faces a real and
11 imminent threat of continuing and future harm.

12 **DEFENDANTS**

13 15. Defendant PIM Brands, Inc. ("PIM") is a New Jersey corporation
14 formerly known as The Promotion In Motion Companies, Inc., with its principal place
15 of business at One PIM Plaza, Park Ridge, New Jersey 07656. PIM manufactures,
16 formulates, labels, packages, advertises, markets, distributes, and sells Welch's-
17 branded fruit snacks, including the Products, in California and throughout the United
18 States.

19 16. Defendant Welch Foods Inc., A Cooperative ("Welch Foods"), is a
20 Michigan cooperative corporation with its principal place of business at 1601 Trapelo
21 Road, Suite 200, Waltham, Massachusetts 02451. Welch Foods owns the registered
22 "Welch's" name and banner trademarks and licenses those trademarks to PIM for use
23 in connection with Welch's-branded fruit snacks, including the Products. Upon
24 information and belief, Welch Foods authorized and approved the use of its
25 trademarks on the Products and exercised, or possessed the contractual right to
26 exercise, control over the nature and quality of the Products sold under those
27 trademarks.

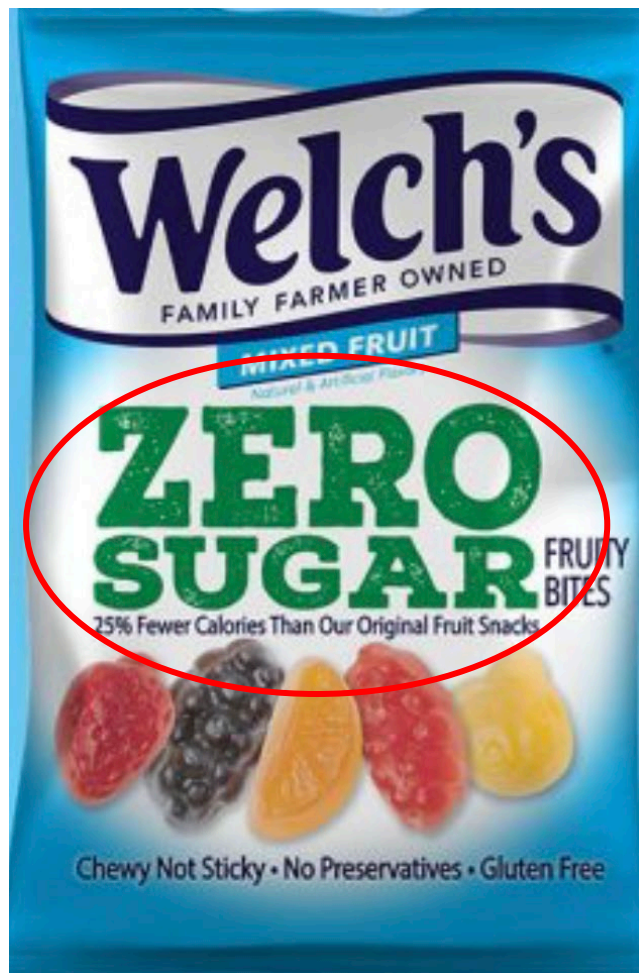
17. At all relevant times, Defendants, through their respective agents, employees, corporate affiliates, and licensing relationship, were responsible for the formulation, manufacture, labeling, packaging, advertising, marketing, distribution, and sale of the Products. Defendants authorized, directed, ratified, and benefited from the conduct alleged in this Complaint.

FACTUAL ALLEGATIONS

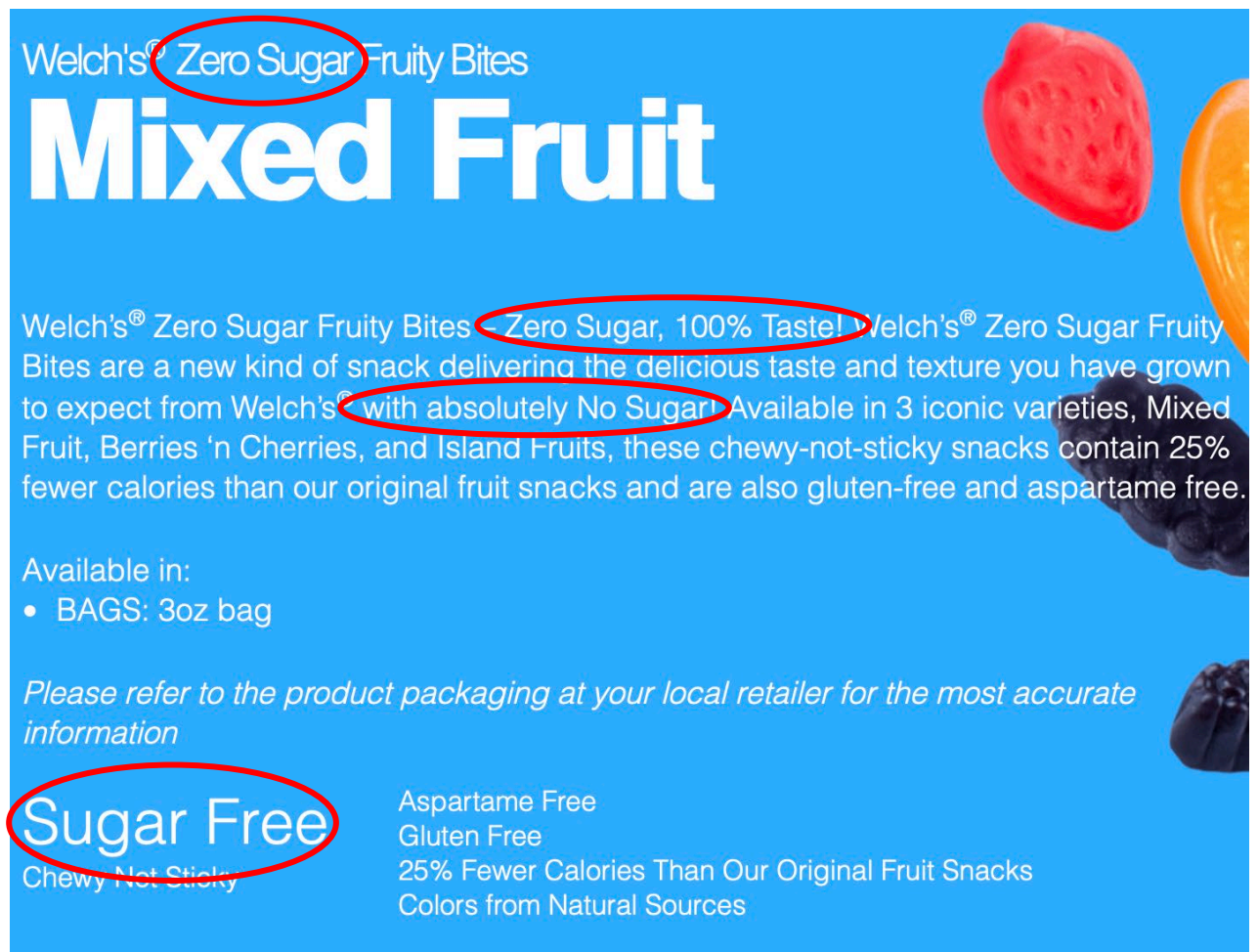
I. Defendants' "Zero Sugar" Representations.

18. In May 2023, Defendants launched Welch's Zero Sugar Fruity Bites, promoting the new product line with a single, central promise: "Zero Sugar."

19. The front of every package prominently displays "Zero Sugar." Indeed, "Zero Sugar" is incorporated directly into the Products' name and occupies a prominent position on the front label. *See example below (red outlining for emphasis).*



20. Defendants repeat the promise throughout the official Welch's Fruit Snacks website. The website advertises the Products as "Zero Sugar, 100% Taste!" and assures consumers that the Products deliver the taste and texture expected from Welch's "with absolutely No Sugar!" Each individual product page separately identifies the Products as "Sugar Free." *See example on the following page (red outlining for emphasis).*



21. Retail listings carrying the Welch's name repeat the same message. For example, Welch's Amazon listings advertise: "ZERO SUGAR, 25% FEWER CALORIES" and describe the Products as both "zero sugar snacks" and "sugar free." *See example on the following page (red underlining for emphasis).*

///

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6
Pack

Brand Welch's
Specialty Sugar Free
Number of Pieces 6
Item Weight 1.12 pounds

About this item

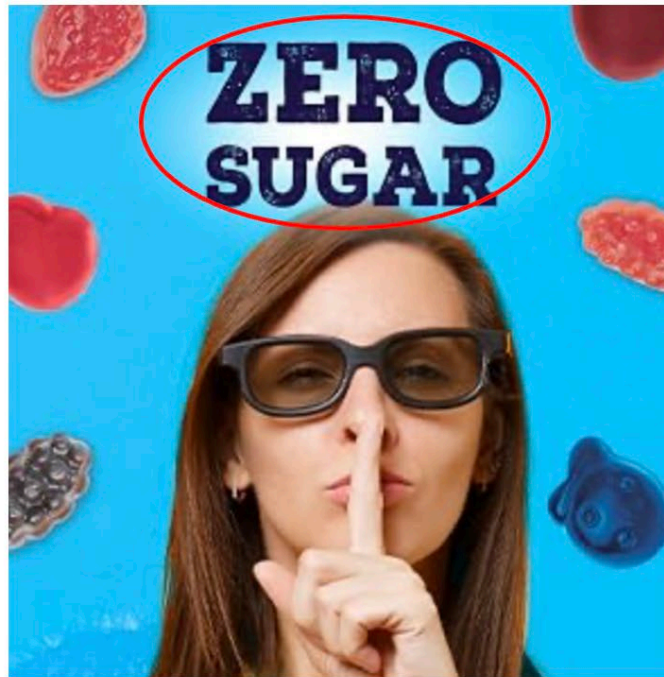
- 6 CT SNACK BOX - Contains 6Ct of 3oz Snack Packs of Welch's Zero Sugar Fruity Bites in delicious Mixed Fruit flavor
- ZERO SUGAR, 25% FEWER CALORIES - These zero sugar snacks have 25% fewer calories than our original fruit snacks, making them a smart addition to any snack box or snack pack lineup.
- GLUTEN FREE, SUGAR FREE & FAT FREE – A better-for-you choice, these gluten free snacks are also sugar free, aspartame free and fat free, perfect for wellness-minded snackers.
- VERSATILE SNACKING - Ideal for the office, post-workout, or anytime cravings hit. Keep a snack box on hand for convenient, satisfying snacks on demand.

Product Description

Indulge in bold, fruity flavor - sugar free. Welch's Zero Sugar Snack Packs deliver the taste you crave—now with zero sugar and 25% fewer calories than our original variety. These delicious snacks are gluten free, sugar free, aspartame free and fat free, making them a better-for-you option for everyday snacking. Each snack box includes six (6) 3 oz snack packs in Berries 'n' Cherries flavor and comes in a convenient snack box you can take anywhere. Whether you're keeping it light post-workout or satisfying a late-night craving, these zero sugar snacks fit right into your routine. With Welch's Zero Sugar Fruity Bites, enjoy a gluten free snack pack packed with flavor and none of the guilt from added sugar.

22. In addition to the front label representations and retail listings, Defendants' off-label advertising reinforces the perception that the Products contain "Zero Sugar." See examples below (*red outlining added for emphasis*).





23. The statements described above, together with all materially identical “Zero Sugar,” “absolutely No Sugar,” and “Sugar Free” statements appearing on the Products’ packaging, labeling, off-label 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 claim that the Products contain no sugar.

24. Defendants have made the Representations continuously from the Products’ nationwide launch in or around May 2023 through the present.

25. Consumers reasonably value and pay a premium for products represented as containing no sugar. Defendants target consumers seeking to reduce or eliminate sugar from their diets and extract a price premium by prominently and repeatedly representing that the Products contain “Zero Sugar.”

26. The Products are formulated with allulose, which is listed as the Products’ second ingredient. Allulose is a monosaccharide and therefore a sugar under the governing federal definition.⁵ Nevertheless, Defendants prominently and unequivocally represent that the Products contain “Zero Sugar.” Defendants therefore sell consumers Products that contain sugar while expressly representing the opposite, at scale and at a premium.

II. Allulose Is a Sugar.

27. Allulose is a sugar.

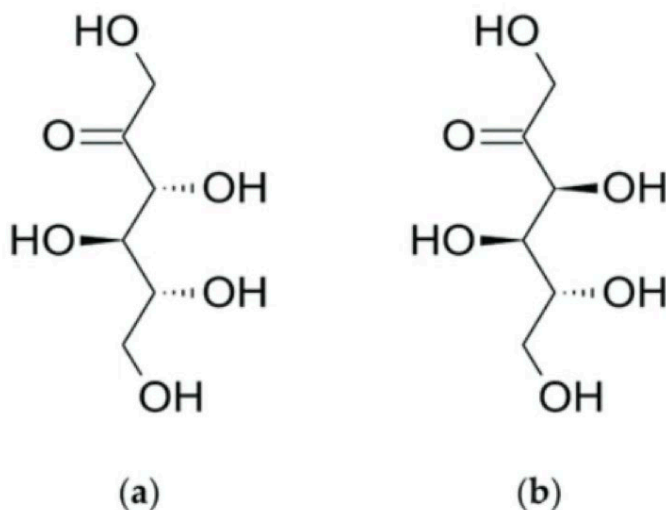
28. It is a naturally occurring sugar in foods such as figs, raisins, wheat, maple syrup, and molasses.⁶

⁵ U.S. Food & Drug Admin., *The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry* (Oct. 2020), <https://www.fda.gov/media/123342/download>.

⁶ See *supra* note 2.

29. Chemically, allulose (also called D-psicose) is a free monosaccharide: a simple sugar.⁷ 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:

30. The FDA describes allulose the same way: “Allulose or D-psicose (D-



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

ribo-2-hexulose) is a monosaccharide with a molecular formula of $C_6H_{12}O_6$, and is an epimer of D-fructose.”⁸ 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”).

31. The FDA is not alone in recognizing that allulose is a sugar. Tate & Lyle, a leading allulose manufacturer, has acknowledged in filings with the FDA that

⁷ Han-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.”).

⁸ FDA, 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 “Allulose is a monosaccharide and is classified as a sugar.”⁹ The Calorie Control
 2 Council, the sweetener industry’s own trade association, describes allulose under the
 3 heading “Allulose is a Naturally Occurring Sugar,” explaining that “[a]
 4 monosaccharide, or simple sugar, allulose is absorbed by the body, but not
 5 metabolized.”¹⁰

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

13 33. Allulose also behaves like sugar in food: its solubility, water activity,
 14 and viscosity are similar to fructose, and it is “widely regarded as a promising
 15 substitute for sucrose,” that is, a substitute for table sugar that is itself a sugar.¹²

16 34. A fruit snack sweetened with allulose is a fruit snack sweetened with
 17 sugar. Its “Zero Sugar” label is false.

18 ///

19 _____
 20 ⁹ https://downloads.regulations.gov/FDA-2015-P-1201-0001/attachment_1.pdf; *see also*
 21 <https://www.regulations.gov/document/FDA-2015-P-1201-0014>.

22 ¹⁰ Calorie Control Council, Allulose,
 23 <https://caloriecontrol.org/ingredients/sweeteners/allulose/>

24 ¹¹ Maeng et al., *supra* note 7, at 2, 9–10; Youngji Han et al., Gastrointestinal Tolerance of
 25 D-Allulose in Healthy and Young Adults, 10 *Nutrients* art. 2010, at 1–2 (2018),
 26 <https://doi.org/10.3390/nu10122010> (allulose “maintains approximately 70% of sweetness
 27 relative to sugar”); Mengting Tao, Wenli Zhang & Wanmeng Mu, d-Allulose: A New
 28 Generation of Potential Bulk Sweeteners in the Food Industry, 73 *J. Agric. & Food Chem.*
 27,833 (2025).

¹² Han et al., *supra* note 11, 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 Rare Sugar: Recent
 Biotechnological Advances and Challenges, 63 *Critical Revs. Food Sci. & Nutrition* 5661
 (2023).

1 **III. Each Product Contains Allulose.**

2 35. Allulose appears in the ingredient statement of each of the Products at
3 issue. The Products contain the same core ingredients, listed in the same order:
4 “Maltitol, ***allulose***, maltodextrin, modified corn starch, gelatin, citric acid, natural and
5 artificial flavors, coconut oil, [and] carnauba wax,” followed by the applicable
6 coloring ingredients.

7 36. The ingredient statements establish that allulose is not merely present in
8 the Products; it is one of their predominant ingredients. In every Product, allulose is
9 the second-listed ingredient, appearing immediately after maltitol and before every
10 structural, flavoring, and coloring ingredient.

11 37. Defendants do not disclose the amount of allulose contained in each
12 serving. Instead, the Products’ Nutrition Facts panels declare “0g Total Sugars,” while
13 the ingredient statements identify allulose only by name.

14 38. Federal law requires ingredients to be listed in descending order of
15 predominance by weight. 21 C.F.R. § 101.4(a)(1). Thus, an ingredient appearing
16 earlier in an ingredient statement is present in a greater amount, by weight, than each
17 ingredient appearing after it.

18 39. Because allulose is listed second, Defendants’ own labels establish that
19 each Product contains more allulose, by weight, than maltodextrin, modified corn
20 starch, gelatin, citric acid, natural and artificial flavors, coconut oil, carnauba wax,
21 and every coloring ingredient. Only maltitol is listed ahead of allulose.

22 40. Allulose’s prominent position reflects its function in the Products.
23 Allulose is a monosaccharide used as a bulk sweetener because it contributes
24 sweetness and other sugar-like properties to food. The FDA recognizes that allulose
25 is approximately seventy percent as sweet as sucrose and that manufacturers use it in
26 place of sucrose. Defendants likewise emphasize that the Products retain the taste
27 consumers expect from Welch’s despite purportedly containing no sugar.

28

1 41. On information and belief, allulose has been present in each of the
2 Products since their nationwide launch in or around May 2023. Accordingly, every
3 unit of the Products Defendants have sold during the relevant period has been
4 sweetened with allulose, a sugar.

5 42. Despite the foregoing, the Products' labels do not explain that allulose is
6 a sugar. "Allulose" is not a household term, and reasonable consumers would not
7 recognize it as a type of sugar from the ingredient statement alone. A consumer who
8 noticed the unfamiliar ingredient and questioned whether it was sugar would be
9 answered by the front of the same package: "Zero Sugar." The labeling therefore does
10 not merely fail to identify allulose as a sugar; it affirmatively communicates to
11 consumers that the Products contain no sugar.

12 **IV. Federal Law Prohibits Defendants' "Zero Sugar" Claims; the Products**
13 **Are Misbranded.**

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

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

23 45. None of Plaintiff's claims relates to or depends on any declaration made
24 within the Nutrition Facts panel of the Products. At issue in this case are the separate,
25 deceptive nutrient content claims that Defendants have placed on the front of their
26 packaging and repeated throughout its marketing.

27 ///

28 ///

1 a. The “Zero Sugar” Representations Violate 21 C.F.R. § 101.13.

2 46. Defendants’ “Zero Sugar” representations are “expressed nutrient
3 content claims” defined as “any direct statement about the level (or range) of a
4 nutrient in the food, e.g., ‘low sodium’ or ‘contains 100 calories.’” 21 C.F.R. §
5 101.13(b)(1). The Ninth Circuit treats a front-label zero-quantity statement exactly
6 this way. *See Hawkins v. Kroger Co.*, 906 F.3d 763, 770 (9th Cir. 2018) (holding that
7 the front-label statement “0g Trans Fat per serving” is “an expressed nutrient content
8 claim that the product does not contain trans-fat”).

9 47. Expressed nutrient content claims, such as “Zero Sugar,” are permitted
10 outside the Nutrition Facts panel only if, among other things, they are “not false or
11 misleading in any respect.” 21 C.F.R. § 101.13(i)(3).

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

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

27 50. Most recently, the Seventh Circuit resolved the question in *Franco v.*
28 *Chobani, LLC*, a class action challenging “zero sugar” yogurt sweetened with

allulose. The court invited the FDA to address “whether allulose is a ‘sugar’ as that term is defined at 21 C.F.R. § 101.9(c)(6)(ii).” The FDA’s answer was “yes.”¹³ The Seventh Circuit agreed, holding that the governing regulations are “plain” and that “sugars include every monosaccharide, including allulose.” *Franco*, 2026 WL 2150193, at *5. Because the consumers sought to hold the manufacturer liable under state law for violating identical standards, their claims were not preempted. *Id.* The court also rejected the argument that the FDA’s 2020 allulose guidance changes the analysis, because that guidance “isn’t an interpretation of § 101.9(c)(6)(ii)—it’s an announcement of a change in enforcement policy.” *Id.*

51. Measured that way, the amount of sugars in each Product is not zero grams. Each Product is sweetened with allulose, a sugar under 21 C.F.R. § 101.9(c)(6)(ii). No disclaimer of any kind accompanies the statements. A “Zero Sugar” claim on a product sweetened with sugar is false; at minimum, it is misleading, because it tells consumers the Products contain no sugar when they are, in fact, sweetened with sugar. A food whose “labeling is false or misleading in any particular” is misbranded, independent of any other provision. 21 U.S.C. § 343(a)(1).

b. *The “Zero Sugar” Representations Violate 21 C.F.R. § 101.60(c)(1).*

52. The FDA separately regulates “zero sugar” claims by name. A food may not be labeled “zero sugar” unless, among other requirements, “[t]he 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.” 21 C.F.R. § 101.60(c)(1)(i). The Products fail that requirement. Allulose is the second-listed ingredient in every Product, ahead of maltodextrin, modified corn starch, gelatin, and every flavoring and coloring ingredient. On information and belief, each serving of each Product therefore contains well over 0.5 grams of allulose, a sugar under § 101.9(c)(6)(ii).

¹³ See *supra* note 3.

53. The Products also fail a second, independent requirement. A “zero sugar” food must contain “no ingredient that is a sugar” unless the ingredient’s listing is “followed by an asterisk” referring to a statement that the ingredient “adds a trivial amount of sugar,” “adds a negligible amount of sugar,” or “adds a dietarily insignificant amount of sugar.” 21 C.F.R. § 101.60(c)(1)(ii). Allulose is an ingredient that is a sugar. No asterisk follows it in any Product’s ingredient statement, and no qualifying statement appears anywhere on the label. The Representations therefore violate § 101.60(c)(1)(ii) on the face of Defendants’ own labels.

c. The Products Are Misbranded, and Plaintiff’s Claims Mirror Federal Law.

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

55. Plaintiff does not sue to enforce the FDCA. As outlined below in Section VII, Plaintiff sues to enforce independently enforceable California law that imposes requirements identical to the federal requirements. Because Plaintiff’s state-law claims are based on the exact same deceptive nutrient content claims that render the Products misbranded under federal law, there is no conflict between the two regimes and no FDCA preemption of any kind. 21 U.S.C. § 343-1(a)(5).

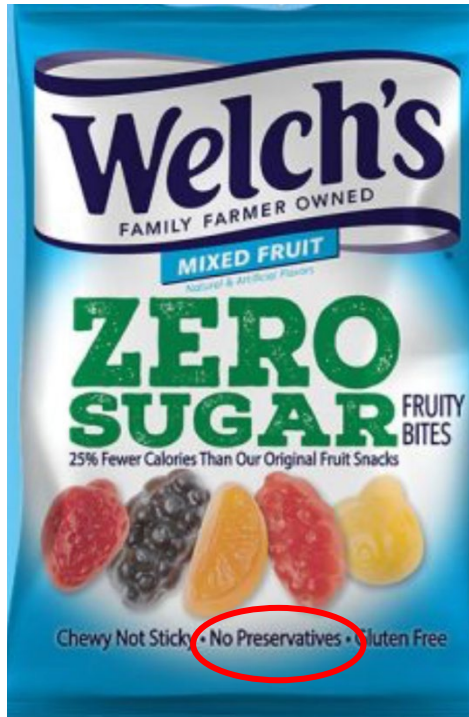
V. Defendants’ “No Preservatives” Representations.

56. The front label on the Products also represents that they contain “No Preservatives” (the “No Preservatives Representation”). See example on the following page (*red outlining for emphasis*).

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57. Each of the Products contains citric acid. Citric acid is an artificial preservative and flavoring made through the fermentation of *Aspergillus niger*, a type of black mold.¹⁴ The presence of citric acid in the Products contradicts Defendants' "No Preservatives" marketing and advertising.

VI. Citric Acid Is a Preservative.

58. The FDA defines a "chemical preservative" as "any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal properties." 21 C.F.R. § 101.22(a)(5). The FDA has listed citric acid as a preservative in its "Overview of Food Ingredients, Additives and Colors" as shown below:¹⁵

¹⁴ *Citric Acid*, ScienceDirect, <https://www.sciencedirect.com/topics/biochemistry-genetics-and-molecular-biology/citric-acid> (last visited July 16, 2026).

¹⁵ See *Overview of Food Ingredients, Additives & Colors*, FDA, <http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients->

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid , sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

59. The regulatory and ordinary meanings of “preservative” are consistent and functional. Merriam-Webster defines a preservative as “something that preserves or has the power of preserving” and, more specifically, “an additive used to protect against decay, discoloration, or spoilage.”¹⁶ The American Heritage Dictionary similarly defines “preservative” as “[t]ending to preserve or capable of preserving” and “[s]omething used to preserve, especially a chemical added to foods to inhibit spoilage.”¹⁷ Cambridge Dictionary defines the term according to its ordinary consumer meaning as “a chemical used to stop food from decaying.”¹⁸ These definitions establish that a substance qualifies as a preservative when it tends, has the capacity, or is used to prevent deterioration, decay, or spoilage. A substance

additives-colors, archived at <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors> (Sept. 1, 2022).

¹⁶ *Preservative*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/preservative> (last visited Sept. 17, 2026).

¹⁷ *Preservative*, American Heritage Dictionary of the English Language, <https://ahdictionary.com/word/search.html?q=preservatives> (last visited Sept. 17, 2026).

¹⁸ *Preservative*, Cambridge Dictionary, <https://dictionary.cambridge.org/dictionary/english/preservative> (last visited Sept. 17, 2026).

1 need not be used exclusively as a preservative, or be identified as one by the
2 manufacturer, to fall within these definitions.

3 60. Moreover, the Encyclopedia Britannica expressly classifies citric acid
4 as a food preservative.¹⁹ *See example below (red outlining added for emphasis).*

Food preservatives	
chemical agent	mechanism of action
Antioxidants	
ascorbic acid	oxygen scavenger
butylated hydroxyanisole (BHA)	free radical scavenger
butylated hydroxytoluene (BHT)	free radical scavenger
citric acid	enzyme inhibitor/metal chelator

14 61. The Encyclopedia Britannica states, “Food preservatives are classified
15 into two main groups: antioxidants and antimicrobials. Antioxidants
16 are compounds that delay or prevent the deterioration of foods by oxidative
17 mechanisms. Antimicrobial agents inhibit the growth of spoilage and pathogenic
18 microorganisms in food.”²⁰ Reasonable consumers, like the Cambridge Dictionary,
19 understand “preservative” to mean “a chemical used to stop food from decaying.”

20 62. Citric acid is a preservative and functions as an antioxidant in two
21 primary ways.²¹ First, citric acid inhibits enzymes naturally present in food products
22 by lowering the pH and thereby reducing the enzymes’ activity.²² This inhibition
23

24 ¹⁹ *Food Additive: Preservatives*, Encyclopedia

25 Britannica, <https://www.britannica.com/topic/food-additive/Preservatives> (last visited July
13, 2026).

26 ²⁰ *Id.*

27 ²¹ *See* Kyoung Mi Moon et al., *Recent Trends in Controlling the Enzymatic Browning of
Fruit and Vegetable Products*, 25 *Molecules* (June 15, 2020),
28 <https://pmc.ncbi.nlm.nih.gov/articles/PMC7355983/>.

²² *Id.* at 1-3.

1 slows oxidative reactions and helps preserve the food. Second, citric acid acts as a
 2 chelating agent, binding trace metal ions that would otherwise catalyze oxidation,
 3 which further stabilizes and preserves food products.²³

4 63. Citric acid's antimicrobial properties inhibit the growth of certain
 5 bacteria, yeasts, and molds.²⁴

6 64. For example, as to bacteria, citric acid penetrates the cells and lowers the
 7 pH inside, interfering with the cells' normal functions.²⁵ Thus, citric acid has the
 8 capacity to function as a preservative.

9 65. Citric acid has the capacity to function as a preserving agent when added
 10 to food products, including the Products at issue.²⁶

11 66. The USDA's Food Safety Inspection Service's "Guideline for Label
 12 Approval" states that "common chemical **preservatives** include BHA, BHT, calcium
 13
 14
 15

16 ²³ *Id.* at 2-3; Colin McCarthy & Eric Decker, *Metal Chelators as Antioxidants*, American
 17 Oil Chemists' Society (Aug. 10, 2022), <https://www.aocs.org/resource/metal-chelators-as-antioxidants/>.

18 ²⁴ See U.S. Food & Drug Admin., *Substances Added to Food: CITRIC ACID* (Apr. 21,
 19 2026),
 20 <https://www.hfpappexternal.fda.gov/scripts/fdcc/index.cfm?set=FoodSubstances&id=CITRICACID>; L. Su et al., *Study on the Antimicrobial Properties of Citrate-Based Biodegradable Polymers*, *Frontiers in Bioengineering and Biotechnology*, at 1-2 (July 3, 2014), <https://doi.org/10.3389/fbioe.2014.00023>; Khemmapas Treesuwan et al., *Antimicrobial Mechanism of Salt/Acid Solution on Microorganisms Isolated from Trimmed Young Coconut*, *Microorganisms*, at 2-12 (Mar. 29, 2023) <https://www.mdpi.com/2076-2607/11/4/873>.

23 ²⁵ See Su et al., *supra* note 24, at 1-2. Research has shown citric acid to be effective against
 24 harmful microbes in many foods, such as meat, poultry, fruits, and vegetables. See Ewelina
 25 Książek, *Citric Acid: Properties, Microbial Production, and Applications in Industries*, *National Library of Medicine*, at 24 (Dec. 19, 2023)
 26 <https://pmc.ncbi.nlm.nih.gov/articles/PMC10779990/#:~:text=Citric%20acid%20finds%20broad%20applications,niger%20and%20yeast%20Yarrowia%20lipolytica>.

27 ²⁶ *What Is Citric Acid Used for in Cooking*, WebstaurantStore,
 28 <https://www.webstaurantstore.com/blog/3350/what-is-citric-acid.html> (last visited July 16, 2026).

1 propionate, **citric acid**, natamycin and sodium propionate.”²⁷ Thus, contrary to
 2 Defendants’ representations, the Products contain a preservative.

3 67. The FDA’s definition turns on what a chemical does when added to food,
 4 not on the manufacturer’s stated reason for adding it: a chemical preservative is “any
 5 chemical that, when added to food, tends to prevent or retard deterioration thereof.”
 6 21 C.F.R. § 101.22(a)(5). Citric acid tends to prevent or retard deterioration when
 7 added to food, including the Products, whether or not Defendants also add it for flavor.

8 68. Regardless of Defendants’ purpose in adding citric acid to the Products,
 9 citric acid is a preservative. On information and belief, Defendants employ chemists
 10 to formulate the Products and, on that basis, knew or should have known that citric
 11 acid is a chemical preservative.

12 **VII. Defendants’ Conduct Violates California’s Sherman Law.**

13 69. California’s Sherman Food, Drug, and Cosmetic Law, Cal. Health &
 14 Safety Code § 109875, *et seq.* (the “Sherman Law”), adopts the federal food-labeling
 15 regulations as the law of California: “All food labeling regulations and any
 16 amendments to those regulations adopted pursuant to the federal act, in effect on
 17 January 1, 1993, or adopted on or after that date shall be the food labeling regulations
 18 of this state.” *Id.* § 110100(a); *see also id.* § 110670. Every requirement of §§ 101.13
 19 and 101.60 described above, measured, as those provisions require, by the definition
 20 of “sugars” in § 101.9(c)(6)(ii), is therefore California law, and each of Defendants’
 21 violations of those federal requirements is equally a violation of California law.

22 70. Defendants’ manufacturing, marketing, advertising, distribution, and
 23 sale of the Products violate the Sherman Law’s misbranding provisions, including:
 24 Section 110660 (a food is misbranded if its labeling is false or misleading in any
 25 particular); Section 110670 (a food is misbranded if its label does not conform to the
 26

27 ²⁷ *FSIS Guideline for Label Approval*,

28 USDA, https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf (last visited July 16, 2026).

1 nutrient-content-claim requirements of 21 U.S.C. § 343(r)); Section 110760 (unlawful
2 to manufacture, sell, deliver, hold, or offer for sale any misbranded food); Section
3 110765 (unlawful to misbrand any food); and Section 110770 (unlawful to receive in
4 commerce any misbranded food or to deliver it).

5 71. Defendants' conduct likewise violates the Sherman Law's false-
6 advertising provisions, including: Section 110390 (unlawful to disseminate any false
7 advertisement of any food, where an advertisement is false "if it is false or misleading
8 in any particular"); Section 110395 (unlawful to advertise any misbranded food);
9 Section 110398 (unlawful to advertise any food in violation of Chapter 4 of the
10 Sherman Law); and Section 110400 (unlawful to receive in commerce any food that
11 is falsely advertised or to deliver it).

12 72. These Sherman Law violations are independently unlawful under
13 California law and serve as predicate violations under California's Unfair
14 Competition Law, as further alleged below.

15 **VIII. Reasonable Consumers Are Deceived and Cannot Discover the Truth.**

16 73. The Representations communicate one thing to reasonable consumers:
17 the Products contain no sugar. That is the plain and ordinary meaning of "Zero Sugar."
18 A reasonable interpretation of a label stating that a food has "Zero Sugar" is that the
19 labeled food actually has zero grams of sugar. Likewise, "No Preservatives" means
20 what it says: the Products contain no preservatives.

21 74. "Zero Sugar" is an absolute, objective, quantitative claim about a
22 measurable physical attribute of the Products. It is a statement of fact, not puffery, not
23 opinion, and not ambiguous. "No Preservatives" is equally absolute and objective: a
24 statement of fact about what the Products contain.

25 75. Inspecting the ingredient list or other information presented by
26 Defendants would not alert consumers to the truth, because Defendants nowhere
27 disclose that allulose is a sugar. Moreover, allulose is not a common household name;
28 in a 2021 marketing survey, only 15% of respondents had even heard of allulose, let

1 alone knew that it was a sugar.²⁸ Nothing on the label discloses that citric acid is a
2 preservative.

3 76. The practical consequence of Defendants' labeling choices is that a
4 consumer standing in the store, reading the front of the pack, the back of the pack, the
5 ingredient statement, and even Defendants' website, encounters nothing, anywhere,
6 revealing that the Products contain sugar or a preservative. The deception cannot be
7 discovered at the point of sale.

8 **IX. The "Zero Sugar" and "No Preservatives" Representations Are Material**
9 **Because Consumers Seek Out and Pay More for Products Without Sugar**
10 **or Preservatives.**

11 77. The presence and amount of sugar in a food is material to reasonable
12 consumers: it is information a reasonable person would attach importance to in
13 deciding whether, and at what price, to purchase the Products.

14 78. Consumer demand for products without sugar is overwhelming and well
15 documented. A 2022 nationwide survey found that 73% of Americans ages 18 to 80
16 reported trying to limit or avoid sugars in their diet.²⁹

17 79. That demand accords with uniform public-health guidance. The World
18 Health Organization recommends limiting free sugars to less than 10 percent of total
19 daily energy intake, and states that limiting them to 5 percent or less would provide
20 additional health benefits. The American Heart Association recommends limiting
21 added sugars to no more than 6 percent of daily calories.³⁰

23 ²⁸International Food Information Council, Perceptions and Use of Dietary Sweeteners
24 (May 2021), <https://foodinsight.org/wp-content/uploads/2021/05/IFIC-Sweeteners-Survey.May-2021.pdf>.

25 ²⁹International Food Information Council, 2022 Food & Health Survey 57 (May 18, 2022),
26 <https://ific.org/wp-content/uploads/2022/06/IFIC-2022-Food-and-Health-Survey-Report-May2022.pdf>.

27 ³⁰World Health Organization, Healthy Diet, <https://www.who.int/news-room/fact-sheets/detail/healthy-diet>; American Heart Association, Added Sugars,
28 <https://www.heart.org/en/healthy-living/healthy-eating/eat-smart/sugar/added-sugars>.

1 80. Food manufacturers are acutely aware of this demand and of the
2 premium consumers will pay to satisfy it. Products labeled “sugar free” and “no
3 sugar” command higher prices than comparable products without those claims, and
4 manufacturers reserve the front principal display panel for the claims they believe will
5 most motivate a purchase. Trading on consumers’ well-known desire for sugar free
6 products is a deliberate marketing strategy designed to capitalize on healthy-eating
7 trends.

8 81. Indeed, Defendants’ conduct shows they know the “Zero Sugar” claim
9 commands a price premium. Defendants print “Zero Sugar” on the front of each one
10 of the Products, title their Amazon listings with it, and make it a central point on their
11 off-label advertising. Companies do not build their brand identity around a claim
12 consumers ignore.

13 82. Furthermore, the reasonable belief that the Products contain no
14 preservatives was a significant factor in Plaintiff’s and other Class members’
15 decisions to purchase the Products. Consumers seek out and pay more for foods free
16 of preservatives, and Defendants placed the No Preservatives Representation on the
17 front label to capture that demand.

18 83. Consumers are willing to pay more for the Products based on the belief
19 that the Products contain no preservatives. Plaintiff and other consumers would have
20 paid significantly less for the Products, or would not have purchased them at all, had
21 they known the truth about them. Thus, through the use of misleading representations,
22 Defendants command a price that Plaintiff and the Class would not have paid had they
23 been fully informed.

24 84. Defendants have profited enormously from their false and misleading
25 representations that the Products contain “No Preservatives.” Defendants must change
26 their labeling claims and provide consumers with monetary relief for their deceptive
27 and misleading product claims.

28

1 85. Plaintiff would purchase the Products as advertised if they contained no
2 preservatives but cannot rely on Defendants' representations absent injunctive relief.
3 Because Plaintiff lacks knowledge of Defendants' formulation practices, he cannot
4 determine whether the Products comply with those representations, creating ongoing
5 uncertainty and injury. This harm would be remedied by an injunction, as Plaintiff
6 and other consumers will otherwise continue to be misled into purchasing the
7 Products.

8 86. Defendants do not qualify their front-label "No Preservatives" claim
9 with any asterisks, percentages, or clarifying disclosures. Consequently, reasonable
10 consumers have no basis to anticipate that the Products contain a preservative,
11 rendering the unqualified front-label representations highly deceptive.

12 87. Therefore, Plaintiff and other consumers purchasing the Products have
13 suffered financial injury in fact and lost money as a result of Defendants' false and
14 deceptive practices, as described herein.

15 88. As a direct and proximate result of Defendants' false and deceptive "No
16 Preservatives" representations, Plaintiff and Class members have suffered economic
17 damages, including payment of a price premium for the Products, purchase of
18 Products they otherwise would not have bought, and loss of the benefit of their
19 bargains.

20 89. Plaintiff and Class members are entitled to recover the difference
21 between the value of the Products as advertised and the Products as actually sold,
22 together with restitution of monies paid, disgorgement of Defendants' ill-gotten
23 profits, statutory and punitive damages where permitted, and injunctive and
24 declaratory relief requiring Defendants to cease their misleading practices and to
25 truthfully label, market and advertise the Products going forward.

26 **X. Defendants Knew the Representations Were False and Misleading.**

27 90. At all relevant times, Defendants' misrepresentations were knowing and
28 intentional. Defendants knew or reasonably should have known that: (a) they were

1 putting allulose in the Products; (b) allulose is a sugar, a fact repeatedly confirmed by
2 the FDA; (c) their labels and advertising represented that the Products contained no
3 sugar; (d) reasonable consumers would view, assume to be true, and rely upon the
4 Representations in making purchasing decisions; (e) consumers relying on the
5 Representations would not receive the benefit of their bargain; and (f) the
6 Representations enabled Defendants to charge consumers a premium for Products that
7 are actually sweetened with sugar.

8 91. Defendants are sophisticated food-industry actors. Welch Foods has
9 manufactured and marketed nationally recognized food and beverage products for
10 more than 150 years, while PIM describes itself as the world's largest manufacturer
11 of fruit snacks and maintains research-and-development, product-testing, and
12 manufacturing facilities. Defendants possess specialized expertise in food
13 formulation, ingredient selection, nutrition, labeling, and marketing. Sophisticated
14 food companies of Defendants' size and experience are charged with knowledge of
15 the labeling requirements governing the products they formulate, license, market, and
16 sell, as well as the nature and function of the ingredients they select. As the Seventh
17 Circuit explained in rejecting the same reliance-on-guidance defense, a "sophisticated
18 actor" "should have been aware that the FDA's decisions about its enforcement
19 priorities would not immunize the company from suits based on state law." *Franco*,
20 2026 WL 2150193, at *5.

21 92. The governing definition predated the Products' launch by three decades.
22 The FDA's definition of sugars has included all monosaccharides since 1993. In 2016,
23 the FDA confirmed that allulose, "as a monosaccharide, must be included" in the
24 Total Sugars declaration. 81 Fed. Reg. at 33,795–96.

25 93. Defendants' knowledge of allulose's chemistry and function was, and is,
26 granular. Defendants deliberately selected allulose to formulate and sweeten each
27 Product and list it as the second ingredient, yet they do not disclose the amount of
28 allulose contained in each serving. Defendants understand precisely what allulose is;

1 the material fact they have never disclosed to consumers is that allulose is a
2 monosaccharide: a sugar. Instead, while formulating every Product with allulose,
3 Defendants prominently represent on the same package that the Products contain
4 “Zero Sugar.”

5 94. Defendants continue to manufacture, market, and sell the Products
6 bearing the same “Zero Sugar” Representations on their packaging, their website, and
7 their retail listings. Defendants’ conduct is knowing, willful, and continuing.

8 95. This deception was carried out with the intent that Plaintiff and
9 consumers would rely on the Representations, and it was carried out to enrich
10 Defendants by boosting sales of the Products through deceptive means.

11 **XI. Plaintiff and the Class Lack an Adequate Remedy at Law.**

12 96. Plaintiff seeks damages and, in the alternative, restitution and other
13 equitable relief. Plaintiff lacks an adequate remedy at law because legal damages may
14 not fully compensate Plaintiff and the Classes for the deception, and calculating the
15 precise economic loss (e.g., the exact price premium attributable to the misleading
16 claim) may be difficult or uncertain. Restitution, which focuses on restoring the
17 benefits unjustly obtained by Defendants, provides a more certain and direct equitable
18 remedy for the harm caused by Defendants’ deceptive practices, particularly where
19 consumers purchased products they would not have bought at all but for the
20 misrepresentation. Furthermore, injunctive relief is necessary to prevent future harm,
21 which monetary damages alone cannot achieve.

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

28 ///

CLASS ACTION ALLEGATIONS

98. Plaintiff brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3), on behalf of himself and the members of the following proposed multi-state class (“Multi-State Consumer Protection Class”):³¹

During the fullest period allowed by law, all persons who purchased the Products in the State of California or any state with similar laws,³² within the applicable statute of limitations, for personal use and not resale, until the date notice is disseminated.

99. Plaintiff further brings this action individually and as a representative of all those similarly situated, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) on behalf of himself and the members of the following class (“California Class”):

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

³¹ Unless otherwise specified, all references in this Complaint to “Classes” or the “Class” refer collectively to the Multi-State Consumer Protection Class and the California Class.

³² While discovery may alter the following, Plaintiff asserts that the other states with similar consumer fraud laws under the facts of this case include, but are not limited to: Alaska (AS §§ 45.50.471, *et seq.*), Arkansas (Ark. Code §§ 4-88-101, *et seq.*), California (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), Connecticut (Conn. Gen. Stat. §§ 42-110, *et seq.*), Delaware (Del. Code tit. 6, §§ 2511, *et seq.*), District of Columbia (D.C. Code §§ 28-3901, *et seq.*), Florida (Fla. Stat. §§ 501.201, *et seq.*), Hawaii (Haw. Rev. Stat. §§ 480-1, *et seq.*), Illinois (815 ILCS §§ 501/1, *et seq.*), Massachusetts (Mass. Gen. Laws Ch. 93A, *et seq.*), Michigan (Mich. Comp. Law §§ 445.901, *et seq.*), Minnesota (Minn. Stat. §§ 325F.67, *et seq.*), Missouri (Mo. Rev. Stat. §§ 407.010, *et seq.*), New Jersey (N.J. Stat. §§ 56:8-1, *et seq.*), New York (N.Y. Gen. Bus. Law. §§ 349, *et seq.* and §§ 350, *et seq.*), Rhode Island (R.I. Gen. Laws §§ 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).

1 100. Members of the Multi-State Consumer Protection Class and California
 2 Class are referred to collectively as the “Class members.” Specifically excluded from
 3 these definitions are: (1) Defendants, any entity in which Defendants have a
 4 controlling interest, and their legal representatives, officers, directors, employees,
 5 assigns and successors; (2) the Judge to whom this case is assigned and any member
 6 of the Judge’s staff or immediate family; and (3) Class Counsel.

7 101. Plaintiff reserves the right to modify or amend the definition of the
 8 proposed Classes and/or add subclasses before the Court determines whether class
 9 certification is appropriate.

10 102. Plaintiff is a member of all the Classes.

11 103. Certification of Plaintiff’s claims for class-wide treatment is appropriate
 12 because Plaintiff can prove the elements of the claims on a class-wide basis using the
 13 same evidence that individual Class members would use to prove those elements in
 14 individual actions alleging the same claims.

15 104. **Numerosity**: Members of each Class are so numerous and
 16 geographically dispersed that individual joinder of all Class members is
 17 impracticable. The precise number of Class members is unknown to Plaintiff but is
 18 likely to be ascertained by Defendants’ and other retailers’ records. At a minimum,
 19 there are likely tens of thousands of Class members.

20 105. **Commonality**: There are questions of law and fact common to the
 21 proposed Classes. Common questions of law and fact include, without limitations:

- 22 a. whether allulose is a sugar;
- 23 b. whether citric acid is a preservative;
- 24 c. whether reasonable consumers were deceived by Defendants’
 25 labeling and advertising;
- 26 d. whether Defendants’ course of conduct violates the statutes,
 27 regulations, and other laws pleaded in this Complaint;

- e. whether Defendants were unjustly enriched by retaining monies from the sale of the Products;
- f. whether certification of each Class is appropriate under Rule 23;
- g. whether Plaintiff and Class Members are entitled to declaratory, equitable, or injunctive relief, and the scope of such relief; and
- h. the amount and nature of the relief to be awarded to Plaintiff and the Classes, including whether Plaintiff and the Classes are entitled to punitive damages.

106. **Typicality**: Plaintiff's claims are typical of the claims of the other Class Members. Plaintiff, like Class Members, purchased one or more of the Products in reliance on Defendants' uniform "Zero Sugar" and "No Preservatives" claims. Plaintiff and Class Members would not have purchased the Products, or would have paid significantly less for them, had Defendants' labeling complied with federal and state law.

107. **Adequacy**: Plaintiff will fairly and adequately protect the interests of the proposed Classes. Plaintiff's interests do not conflict with the interests of the Class Members he seeks to represent, and Plaintiff has retained counsel competent and experienced in consumer class action litigation. The interests of the Class Members will therefore be fairly and adequately protected by Plaintiff and his counsel.

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

109. **Superiority**: A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation

1 113. Defendants' conduct, as alleged herein, violates the consumer protection,
2 unfair trade practices, and deceptive laws of each of the jurisdictions encompassing
3 the Multi-State Consumer Protection Class.

4 114. Defendants' marketing of the Products violates these prohibitions by
5 deceiving consumers into believing that the Products contain no sugar, when in fact
6 the Products are sweetened with allulose, a sugar. Separately, Defendants' marketing
7 of the Products violates these prohibitions by deceiving consumers into believing that
8 the Products contain no preservatives, when in fact the Products contain citric acid, a
9 preservative.

10 115. Defendants engaged in fraudulent and/or deceptive conduct which
11 creates the likelihood of confusion or misunderstanding in violation of applicable law.

12 116. Defendants chose to package, label and market the Products in this way
13 to impact consumer choices, extract price premiums and gain market dominance, as
14 they are aware that all reasonable consumers who purchase the Products would be
15 impacted by, and would reasonably believe, their false and misleading
16 representations.

17 117. Defendants intended for Plaintiff and Multi-State Consumer Protection
18 Class members to reasonably rely upon the material misrepresentations concerning
19 the true nature of the Products.

20 118. Defendants' misrepresentations and other deceptive conduct were likely
21 to deceive and cause misunderstanding and/or, in fact, did cause Plaintiff and Multi-
22 State Consumer Protection Class members to be deceived about the true nature of the
23 Products.

24 119. As a direct and proximate result of Defendants' misrepresentations,
25 Plaintiff and Multi-State Consumer Protection Class members suffered ascertainable
26 losses.

1 120. Had they been aware of the true nature of the Products, Plaintiff and
2 Multi-State Consumer Protection Class members either would have paid less for the
3 Products or would not have made the purchases at all.

4 121. Pursuant to the aforementioned states' unfair and deceptive practices
5 laws, Plaintiff and Multi-State Consumer Protection Class members are entitled to
6 recover compensatory, restitution, punitive and special damages, including, but not
7 limited to treble damages, reasonable attorneys' fees and costs and other injunctive or
8 declaratory relief as deemed appropriate or permitted by relevant law.

9 **SECOND CLAIM FOR RELIEF**
10 **Unjust Enrichment / Quasi-Contract**
11 ***(By Plaintiff, individually, and on behalf of the California Class)***

12 122. Plaintiff, individually and on behalf of the California Class repeats and
13 realleges paragraphs 1 through 96 as if fully set forth herein.

14 123. As set forth in this Complaint, Defendants' unfair and unlawful conduct
15 includes, among other things, making materially false and misleading representations
16 about the sugar content of their Products and, independently, about the presence of
17 preservatives in them. Defendants' acts and business practices offend the established
18 public policy of California, as well as federal law, and there is no public benefit that
19 comes from such false labeling and advertising, only harm.

20 124. While Plaintiff and Class members were harmed at the time of purchase,
21 Defendants were unjustly enriched by their misrepresentations. As a result of
22 Defendants' unlawful, unfair and fraudulent business practices, Plaintiff and Class
23 members suffered injury.

24 125. To Defendants' benefit and enrichment, they knowingly realized
25 substantial revenue from selling the Products at the expense of, and to the detriment
26 of, Plaintiff and Class members. Defendants' retention of these benefits violates
27 fundamental principles of justice, equity and good conscience.
28

126. Plaintiff and the Class members conferred significant financial benefits and paid substantial compensation to Defendants for the Products, which are not as Defendants represent.

127. Under common law principles of unjust enrichment and quasi-contract, it is inequitable for Defendants to retain the benefits conferred by Plaintiff's and Class members' overpayments.

128. As such, Plaintiff and Class members seek disgorgement of all profits resulting from such overpayments and the establishment of a constructive trust from which Plaintiff and Class members may seek restitution.

THIRD CLAIM FOR RELIEF

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

California Civil Code § 1750, et seq.

(By Plaintiff, individually, and on behalf of the California Class) ***(for injunctive relief only)***

129. Plaintiff individually and on behalf of the California Class, realleges paragraphs 1 through 96 as if fully set forth herein.

130. Plaintiff brings this claim individually and on behalf of the members of the proposed California Class against Defendants pursuant to California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code § 1750, *et seq.*

131. The Products are "good[s]" within the meaning of Cal. Civ. Code § 1761(a), and the purchases of the Products by Plaintiff and members of the California Class constitute "transactions" within the meaning of Cal. Civ. Code § 1761(e).

132. Cal. Civ. Code § 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have[.]" By representing that the Products contain "Zero Sugar," Defendants have represented and continue to represent that the Products have characteristics and ingredients that they do not have, namely, that the Products contain no sugar, when in fact the Products are sweetened with allulose, a sugar. Separately, by representing that the Products contain "No Preservatives," Defendants have

1 represented and continue to represent that the Products have characteristics and
2 ingredients that they do not have, when in fact the Products contain citric acid, a
3 preservative. Therefore, Defendants have violated and continue to violate section
4 1770(a)(5) of the CLRA.

5 133. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
6 services are of a particular standard, quality, or grade, or that goods are of a particular
7 style or model, if they are of another.” By making “Zero Sugar” representations when
8 marketing and advertising the Products, Defendants have represented and continue to
9 represent that the Products are of a particular standard, containing no sugar, when they
10 are of another, because the Products are sweetened with allulose, a sugar. Therefore,
11 Defendants have violated and continue to violate section 1770(a)(7) of the CLRA.

12 134. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services
13 with intent not to sell them as advertised.” By marketing and advertising the Products
14 as containing no sugar, and not delivering Products as such, Defendants have
15 advertised the Products with characteristics they intended not to provide to
16 consumers. As such, Defendants have violated and continue to violate section
17 1770(a)(9) of the CLRA.

18 135. At all relevant times, Defendants have known or reasonably should have
19 known that the marketing and advertising of their Products with “Zero Sugar”
20 representations are false and misleading, and that Plaintiff and other members of the
21 California Class would reasonably and justifiably rely on these representations when
22 purchasing the Products. Nonetheless, Defendants deceptively advertise the Products
23 as such in order to deceive consumers into believing they contain no sugar.

24 136. Plaintiff and members of the California Class have justifiably relied on
25 Defendants’ misleading representations when purchasing the Products. Moreover,
26 based on the materiality of Defendants’ misleading and deceptive conduct, reliance
27 may be presumed or inferred for Plaintiff and members of the California Class.
28

1 137. Plaintiff and members of the California Class have suffered and continue
 2 to suffer injuries caused by Defendants because they would have paid significantly
 3 less for the Products, or would not have purchased them at all, had they known that
 4 the Products contain sugar or that the Products contain a preservative.

5 138. Pursuant to Cal. Civ. Code § 1782, on September 3, 2026, Plaintiff
 6 notified Defendants in writing by certified mail of their violations of § 1770 described
 7 above and demanded that they rectify their conduct on a class-wide basis. If
 8 Defendants fail to provide, or agree to provide, the requested remedies within 30 days
 9 of their receipt of that notice, Plaintiff will amend this Complaint without leave of
 10 court, pursuant to Civil Code § 1782(d), to seek actual, statutory, and punitive
 11 damages under the CLRA.

12 139. Pursuant to Cal. Civ. Code § 1780(d), a declaration of venue is attached
 13 to this Complaint.

14 **FOURTH CLAIM FOR RELIEF**

15 **Violation of California's Unfair Competition Law ("UCL")** 16 **California Business & Professions Code § 17200, *et seq.*** ***(By Plaintiff, individually, and on behalf of the California Class)***

17 140. Plaintiff individually and on behalf of the California Class, realleges
 18 paragraphs 1 through 96 as if fully set forth herein.

19 141. Plaintiff brings this claim individually and on behalf of the members of
 20 the proposed California Class against Defendants pursuant to California Business &
 21 Professions Code § 17200, *et seq.*

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

25 143. Under the UCL, a business act or practice is "unlawful" if it violates any
 26 established state or federal law. Defendants' false and misleading advertising of the
 27 Products was and continues to be "unlawful" because it violates the CLRA; the FAL;
 28

1 California's Sherman Food, Drug, and Cosmetic Law, including Cal. Health & Safety
2 Code §§ 110100, 110390, 110395, 110398, 110400, 110660, 110670, 110760,
3 110765, and 110770; and the federal food labeling requirements adopted by the
4 Sherman Law, including 21 U.S.C. § 343(a)(1) and (r)(1)(A) and 21 C.F.R. §§
5 101.9(c)(6)(ii), 101.13, and 101.60(c)(1), as described herein. As a result of
6 Defendants' unlawful business acts and practices, Defendants have unlawfully
7 obtained money from Plaintiff and members of the proposed California Class.

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

12 145. Defendants' conduct was and continues to be of no benefit to purchasers
13 of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers
14 who rely on the marketing and advertising. Therefore, Defendants' conduct was and
15 continues to be "unfair." As a result of Defendants' unfair business acts and practices,
16 Defendants have and continue to unfairly obtain money from Plaintiff and members
17 of the proposed California Class.

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

20 147. Defendants' conduct here was and continues to be fraudulent because,
21 due to the Products' "Zero Sugar" representations, it has the effect of deceiving
22 consumers into believing the Products contain no sugar, when in fact the Products are
23 sweetened with allulose, a sugar. Separately, the No Preservatives Representation
24 deceives consumers into believing the Products contain no preservatives, when in fact
25 the Products contain citric acid, a preservative. Because Defendants misled Plaintiff
26 and members of the California Class, Defendants' conduct was "fraudulent." As a
27 result of Defendants' fraudulent business acts and practices, Defendants have and
28 continue to fraudulently obtain money from Plaintiff and members of the California

1 Class.

2 148. Plaintiff requests that the Court cause Defendants to restore this
3 unlawfully, unfairly, and fraudulently obtained money to him, and members of the
4 proposed California Class, to disgorge the profits Defendants made on these
5 transactions, and to enjoin Defendants from violating the UCL or violating it in the
6 same fashion in the future as discussed herein. Otherwise, Plaintiff and members of
7 the proposed California Class may be irreparably harmed and/or denied an effective
8 and complete remedy.

9 **FIFTH CLAIM FOR RELIEF**

10 **Violation of California's False Advertising Law ("FAL")**

11 **California Business & Professions Code § 17500, *et seq.***

12 ***(By Plaintiff, individually, and on behalf of the California Class)***

13 149. Plaintiff individually and on behalf of the California Class, realleges
14 paragraphs 1 through 96 as if fully set forth herein.

15 150. Plaintiff brings this claim individually and on behalf of the members of
16 the proposed California Class against Defendants pursuant to California's False
17 Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500, *et seq.*

18 151. The FAL makes it "unlawful for any person to make or disseminate or
19 cause to be made or disseminated before the public . . . in any advertising device . . .
20 or in any other manner or means whatever, including over the Internet, any statement,
21 concerning . . . personal property or services professional or otherwise, or
22 performance or disposition thereof, which is untrue or misleading and which is
23 known, or which by the exercise of reasonable care should be known, to be untrue or
24 misleading." Cal. Bus. & Prof. Code § 17500.

25 152. Defendants have violated the FAL by disseminating uniform,
26 unqualified representations on the Products' front labels, packaging, and advertising
27 that the Products contain "Zero Sugar." Under the reasonable consumer test, these
28 statements are likely to deceive members of the public into believing that the Products

1 contain no sugar. Defendants have separately violated the FAL by disseminating the
2 unqualified No Preservatives Representation, which is likely to deceive members of
3 the public into believing that the Products contain no preservatives.

4 153. Defendants' front-label, website, and retail-listing representations,
5 including the prominent "Zero Sugar" statement repeated on every package, are likely
6 to deceive reasonable consumers into believing that the Products contain no sugar.

7 154. These challenged representations are unambiguously deceptive because
8 they contain no asterisks, qualifying language, or clarifying disclosures informing
9 consumers that the Products in fact contain sugar.

10 155. Defendants knew, or by the exercise of reasonable care should have
11 known, that these representations were untrue and misleading because Defendants
12 formulated, marketed, labeled, and sold the Products sweetened with allulose, a sugar,
13 while simultaneously representing that the Products contain "Zero Sugar."

14 156. Plaintiff and the California Class have standing to bring this claim
15 because they lost money or property as a result of Defendants' FAL violations.
16 Specifically, they relied on Defendants' false advertising and paid a premium price
17 for Products they believed contained no sugar and that they otherwise would not have
18 purchased, or would have purchased only at a lower price, had the truth been
19 disclosed.

20 157. Defendants have represented and continue to represent to the public,
21 including Plaintiff and members of the proposed California Class, through their
22 deceptive marketing and advertising, that the Products are of a particular standard and
23 contain no sugar, when that is not true. Because Defendants have disseminated
24 misleading information regarding the Products, and Defendants know, knew, or
25 should have known through the exercise of reasonable care that the representations
26 were and continue to be misleading, Defendants have violated the FAL.

27 158. As a direct result of Defendants' false advertising, Defendants have
28 obtained, and continue to obtain, unlawful money at the expense of Plaintiff and the

1 California Class. Plaintiff therefore requests that the Court: (a) enjoin Defendants
2 from continuing these deceptive practices; (b) order the restitution of all money
3 fraudulently obtained; and (c) order the disgorgement of profits earned through these
4 transactions.

5 159. Plaintiff and the California Class will be irreparably harmed without an
6 injunction, as Defendants continue to sell the Products using deceptive labels that
7 prevent Plaintiff from making informed purchasing decisions in the future.

8 **SIXTH CLAIM FOR RELIEF**

9 **Intentional Misrepresentation / Fraud**

10 ***(By Plaintiff, individually, and on behalf of the California Class)***

11 160. Plaintiff individually and on behalf of the California Class, realleges
12 paragraphs 1 through 96 as if fully set forth herein.

13 161. As alleged herein, Defendants made representations of material fact to
14 Plaintiff and Class members concerning the sugar content of the Products, specifically
15 the “Zero Sugar” representations. Defendants separately made representations of
16 material fact concerning the presence of preservatives in the Products, specifically the
17 No Preservatives Representation.

18 162. These representations were false and misleading. Defendants knew these
19 representations were false and misleading when made, or made them with reckless
20 disregard for their truth, because Defendants formulated the Products, selected
21 allulose as a sweetening ingredient, and knew that allulose is a monosaccharide.
22 Defendants likewise knew the No Preservatives Representation was false and
23 misleading when made, or made it with reckless disregard for its truth, because
24 Defendants selected citric acid as an ingredient and understood its function in food.

25 163. Defendants also actively concealed the material fact that allulose is a
26 sugar, and affirmatively assured consumers that the Products contain “Zero Sugar.”

27 164. Defendants made these false representations and concealed material
28 facts with the intent to defraud and induce Plaintiff and Class members to purchase

1 the Products.

2 165. Plaintiff and Class members reasonably relied on Defendants' false
3 representations and concealment when purchasing the Products.

4 166. As a direct and proximate result of Defendants' intentional
5 misrepresentations and fraudulent concealment, Plaintiff and Class members suffered
6 damages, including economic losses from purchasing the Products under false
7 pretenses regarding their sugar and preservative content. Defendants' conduct was
8 malicious, oppressive, or fraudulent, warranting an award of damages, including
9 punitive damages.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Classes,
12 respectfully prays for the following relief:

13 A. Certification of this case as a class action on behalf of the proposed
14 Classes defined above, appointment of Plaintiff as Class representative, and
15 appointment of his counsel as Class Counsel;

16 B. An order enjoining Defendants from continuing to label, advertise, or
17 market the Products with "Zero Sugar" or any other sugar content claim so long as
18 the Products contain sugar as defined by federal and California law, or with "No
19 Preservatives" so long as the Products contain citric acid or any other preservative,
20 and requiring corrective disclosures;

21 C. An award of all economic, monetary, actual, consequential, and
22 compensatory damages caused by Defendants' conduct, and restitution and
23 disgorgement of all monies Defendants obtained through their unlawful, unfair, and
24 fraudulent conduct;

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

26 E. An award to Plaintiff and his counsel of reasonable expenses and
27 attorneys' fees;
28

1 F. An award to Plaintiff and the proposed Classes of pre and post-judgment
2 interest, to the extent allowable; and

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

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of the proposed Classes, hereby demands
6 a jury trial with respect to all issues triable of right by jury.

7
8 DATED: September 25, 2026

TREEHOUSE LAW, LLP

9 By: /s/ Joseph Hakakian

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

I, Saad Amer, declare as follows:

1. I am the named Plaintiff 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. Pursuant to California Civil Code Section 1780(d), I believe that the United States District Court for the Central District of California is the proper place for trial of this case because Defendants conduct business in this District. Thus, a substantial part of the events or omissions giving rise to the claims at issue in this case occurred in this District.

I declare under penalty of perjury that the foregoing is true and correct,
executed on 09/25/2026 in Anaheim Hills, California



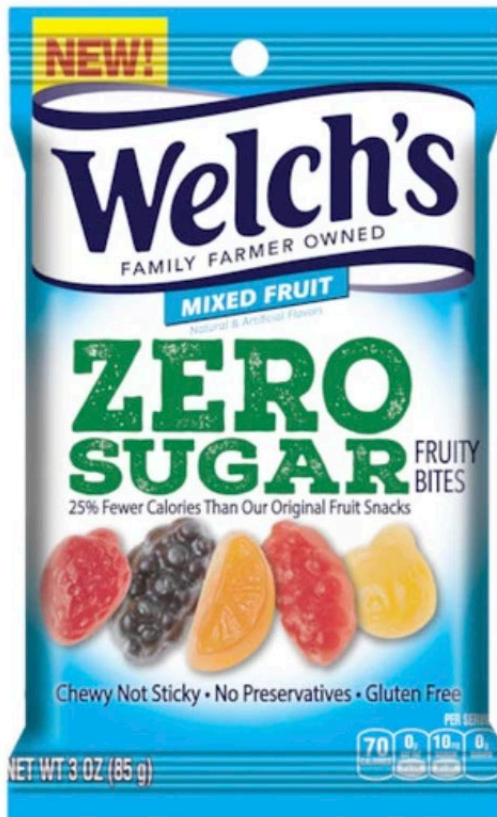
Saad Amer

Exhibit A

The “Products” are all Welch’s Zero Sugar Fruity Bites products that (a) contain allulose and (b) bear the representation “Zero Sugar” on their packaging or in Defendants’ advertising, in every flavor and pack configuration, under every formulation sold since the Products’ launch in May 2023. The Products include, without limitation:

Welch’s Zero Sugar Fruity Bites (all flavors), including:

1. Mixed Fruit



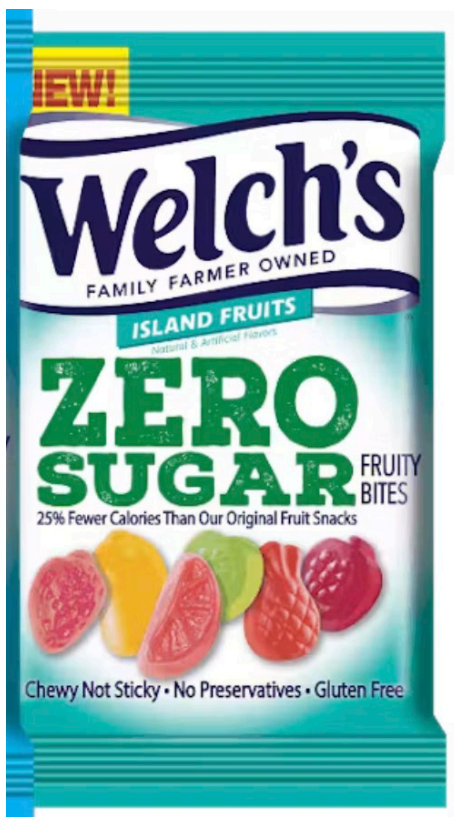
INGREDIENTS: MALTITOL, ALLULOSE, MALTODEXTRIN, MODIFIED CORN STARCH, GELATIN, CITRIC ACID, NATURAL AND ARTIFICIAL FLAVORS, COCONUT OIL, CARNAUBA WAX, RED 40 AND BLUE 1.

2. Berries 'N Cherries



INGREDIENTS: MALTITOL, ALLULOSE, MALTODEXTRIN, MODIFIED CORN STARCH, GELATIN, CITRIC ACID, NATURAL AND ARTIFICIAL FLAVORS, COCONUT OIL, CARNAUBA WAX, RED 40 AND BLUE 1.

3. Island Fruits



INGREDIENTS: MALTITOL, ALLULOSE, MALTODEXTRIN, MODIFIED CORN STARCH, GELATIN, CITRIC ACID, NATURAL AND ARTIFICIAL FLAVORS, COCONUT OIL, CARNAUBA WAX, RED 40 AND BLUE 1.