

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ERIS ELLIOTT, individually and on behalf of all
others similarly situated

Plaintiff,

vs.

PIM BRANDS, INC.,

Defendant.

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Eris Elliott, individually and on behalf of all others similarly situated, brings this Class Action Complaint against PIM Brands, Inc. (“Defendant”), and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action on behalf of consumers who purchased Defendant’s Welch’s Zero Sugar Fruity Bites (the “Products”) during the applicable class period. Defendant formulates, labels, markets, advertises, distributes, and sells the Products throughout the United States, including in the Commonwealth of Massachusetts. Defendant sells the Products through retail stores, online retailers, and other channels of commerce.

2. The Products include, but are not limited to, the following products: Welch’s Zero Sugar Fruity Bites Mixed Fruit; Welch’s Zero Sugar Fruity Bites Island Fruit; and Welch’s Zero Sugar Fruity Bites Berries ‘n Cherries.¹

¹ *Zero Sugar Fruity Bites*, Welch’s Fruit Snacks, <https://welchsfruitsnacks.com/product-categories/welchs-zero-sugar-fruity-bites/> (last visited Oct. 6, 2026). Plaintiff reserves the right to add to the list of Products if more become apparent during the litigation.

3. Defendant prominently markets the Products to consumers as “ZERO SUGAR” and through substantially similar representations that communicate to consumers that the Products contain no sugar (collectively, the “Zero Sugar Representations”). These representations are false and misleading. In reality, the Products contain a substantial quantity of allulose, and put simply, allulose is sugar. Allulose is the second listed ingredient in the Products’ ingredient lists, indicating it is the second most prevalent ingredient by weight in the Products. Upon information and belief, each serving of the Products contains 0.5 grams or more of allulose. Allulose is a monosaccharide and is included within the federal regulatory definition of “Total Sugars.” See 21 C.F.R. § 101.9(c)(6)(ii) (defining “Total Sugars” as “the sum of all free mono- and disaccharides”). Federal regulation permits claims like the Zero Sugar Representations only if “[t]he food contains less than 0.5 g of sugars, as defined in § 101.9(c)(6)(ii)...per labeled serving.” 21 C.F.R. § 101.60(c)(1). The Commonwealth of Massachusetts has adopted and incorporated federal food labeling regulations, including 21 C.F.R. Part 101, which encompasses §§ 101.60(c)(1) and 101.9(c)(6)(ii). 105 Mass. Code Regs. 500.006; 105 Mass. Code Regs. 500.004. The Products thus contain a substance that constitutes “Total Sugars” under the governing federal and parallel Massachusetts regulations in an amount that equals or exceeds the 0.5-gram-per-serving ceiling for a product represented as “zero sugar.” 21 C.F.R. § 101.60(c)(1).

4. The deception alleged here is straightforward. Defendant tells consumers, in prominent and unqualified terms, that the Products contain “ZERO SUGAR.” Yet the Products are deliberately formulated with a substantial amount of sugar.

5. Defendant nevertheless seeks to capitalize on consumers’ desire for products that are genuinely free of sugar by falsely, misleadingly, and deceptively labeling and advertising the Products with the Zero Sugar Representations. Defendant’s Zero Sugar Representations appear

prominently on the Products' labels and in Defendant's advertising and marketing materials. Defendant thereby conveys an unqualified message to consumers as a selling point: the Products contain zero sugar. That message is false or misleading because the Products contain a substantial amount of sugar in the form of allulose.

6. The Zero Sugar Representations are material. The presence or absence of sugar is a characteristic that a reasonable consumer, acting reasonably under the circumstances, would consider important in deciding whether to purchase the Products. The absence of sugar is an important characteristic of the Products and is precisely the characteristic Defendant prominently features in its marketing, which Defendant would not do if it did not help sell the Products.

7. Defendant knows that consumers place substantial value on products represented as containing no sugar and uses the Zero Sugar Representations to induce consumers to purchase the Products. Among other things, Defendant charges consumers for the Products based upon the value consumers place on the Products' represented characteristics, including the representation that they contain no sugar. Defendant's "ZERO SUGAR" Products are priced at a premium over comparable Welch's Fruit Snacks products that do not carry such representations, as set forth below, further demonstrating the material economic value of the Zero Sugar Representations.

8. Plaintiff and Class Members therefore suffered economic injury at the point of purchase. They paid a price premium for Products represented as having "ZERO SUGAR," but they received Products with a substantial amount of sugar.

9. Plaintiff brings this action individually and in a representative capacity on behalf of similarly situated consumers who purchased the Products during the relevant Class Period. Plaintiff seeks, on his individual behalf and on behalf of the Class, actual damages, statutory damages, and all other relief available under applicable law to remedy Defendant's deceptive

conduct and prevent Defendant from continuing to market, advertise, and sell the Products, containing substantial quantities of allulose, using the false and misleading Zero Sugar Representations.

10. As set forth below, Defendant's conduct violates applicable consumer-protection laws, including Massachusetts General Laws Chapter 93A, § 1 *et seq.*

PARTIES

11. Eris Elliott is, and at all times relevant hereto was, a citizen of the Commonwealth of Massachusetts residing in Holyoke, Massachusetts. He purchased Welch's Zero Sugar Fruity Bites, Mixed Fruit flavor, for personal use in or about July 2026.

12. PIM Brands, Inc. ("PIM Brands") is a Delaware corporation with its principal place of business at One PIM Plaza, Park Ridge, New Jersey 07656. It formulates, labels, markets, distributes, and sells the Products throughout the United States pursuant to an exclusive trademark license from Welch Foods, Inc., A Cooperative. PIM Brands is identified on the Products' packaging as the manufacturer or seller of the Products.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). This is a class action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and in which at least one member of the proposed Class is a citizen of a state different from Defendant. Defendant is a Delaware corporation with its principal place of business in New Jersey. Plaintiff is a citizen of Massachusetts. The proposed Massachusetts Class is defined as all persons who purchased the Products in Massachusetts and accordingly may include citizens of Massachusetts and other states. At least one member of the proposed Class is a citizen of a state different from

the citizenship of Defendant, and minimal diversity therefore exists. The proposed Class consists of more than 100 members. Accordingly, this Court has original jurisdiction under 28 U.S.C. § 1332(d)(2).

14. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this district. Plaintiff purchased the Products in this District in the Commonwealth of Massachusetts. Defendant has deliberately marketed, advertised, distributed, and sold the Products within the Commonwealth of Massachusetts, and Defendant receives substantial revenue from sales in the Commonwealth of Massachusetts.

15. The Court has personal jurisdiction over Defendant based upon sufficient minimum contacts which exist between Defendant and the Commonwealth of Massachusetts. Defendant's Products are advertised, marketed, distributed, and sold throughout Massachusetts. Defendant engages in the conduct alleged in this Complaint within Massachusetts. Defendant's activity within Massachusetts is substantial, not merely isolated. Defendant has purposefully availed itself of the Massachusetts market and has sufficient minimum contacts, rendering the exercise of jurisdiction by the Court permissible under the traditional notions of fair play and substantial justice.

ALLEGATIONS OF FACT

Defendant Markets, Advertises, and Sells the Products as "ZERO SUGAR"

16. Defendant formulates, labels, markets, advertises, distributes, and sells the Products to consumers throughout the United States, including in the Commonwealth of Massachusetts. The Products are sold online and through major retailers, including Costco, Target and other retail stores.

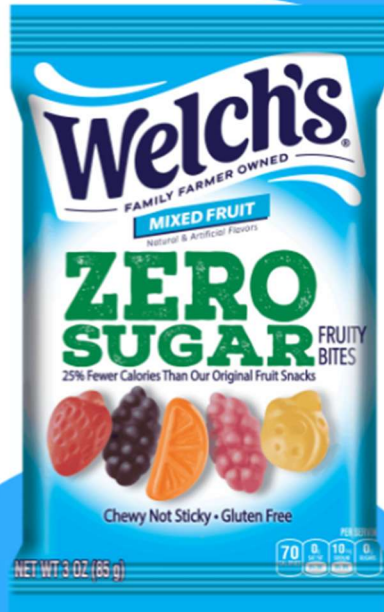
17. Defendant markets and sells the Products as food products intended for purchase and consumption by ordinary consumers. Upon information and belief, Defendant controls the Products' formulation, ingredients, packaging, labeling, advertising, website content, point-of-sale materials, and other representations made to consumers concerning the Products. Defendant therefore possesses, or has access to, information concerning the Products' ingredients and formulation that consumers do not possess.

18. Defendant prominently represents that the Products are "ZERO SUGAR" and/or makes other substantially similar representations communicating that the Products contain no sugar. These representations are affirmative representations concerning a material characteristic of the Products.

19. The Zero Sugar Representations appear, or have appeared, on the Products' packaging, and in Defendant's other marketing and advertising materials, including Defendant's website, Amazon product listings, and other retailer listings. Defendant thus places the Zero Sugar Representations directly before consumers at the time they encounter, evaluate, and decide whether to purchase the Products.

20. As depicted below, Defendant's Products bear the Zero Sugar Representations on the front label:²

² Screenshots of the Products' packaging as displayed Defendant's website. *Zero Sugar Fruity Bites*, Welch's Fruit Snacks, <https://welchsfruitsnacks.com/product-categories/welchs-zero-sugar-fruity-bites/> (last visited Oct. 6, 2026).



Welch's® Zero Sugar Fruity Bites
Mixed Fruit





21. The Zero Sugar Representations also appear prominently in the Products' description and marketing materials, such as "[s]mart snacking made easy with zero sugar," "GLUTEN FREE, SUGAR FREE, AND FAT FREE," and "great for travel, commuting, outdoor activities, or busy days when you need a convenient, gluten free snack with zero sugar."³

³ *Welch's Zero Sugar Fruity Bites - Mixed Fruit - 3 Oz - 12 Pack*, Amazon.com, [https://www.amazon.com/Welchs-Sugar-Fruity-Gluten Snacks/dp/B0DW5ZTYMB](https://www.amazon.com/Welchs-Sugar-Fruity-Gluten-Snacks/dp/B0DW5ZTYMB) (last visited Oct. 6, 2026).

22. The Zero Sugar Representations are displayed prominently and are presented to consumers as an objective fact concerning the Products, rather than as an opinion, estimate, or qualified statement.

23. Defendant repeatedly uses the false Zero Sugar Representations to identify, distinguish, brand, advertise, and sell the Products in the marketplace. The representations therefore form an important part of the Products' labeling, branding, advertising, and overall marketing message. The Zero Sugar Representations also serve to distinguish the Products from Defendant's other products, which Defendant acknowledges do contain sugar.

24. An ordinary consumer encountering an unqualified representation that a food product is "ZERO SUGAR" would reasonably understand that representation according to its ordinary meaning: that the Products contain no sugar.

25. Defendant's decision to place the Zero Sugar Representations prominently on the Products demonstrates that Defendant understood the representations were material and intended them to communicate an important product attribute and to influence consumers' purchasing decisions.

The Products Contain Allulose.

26. Contrary to Defendant's Zero Sugar Representations, the Products contain a substantial amount of sugar per serving in the form of allulose. Allulose is the second-listed ingredient, and under federal labeling law, ingredients must be listed in descending order of predominance by weight. 21 C.F.R. § 101.4(a)(1). Thus, allulose is the second most prominent ingredient in the Products.

27. Allulose is not an incidental contaminant, trace substance, or ingredient that appears in the Products by accident. It is an intentionally selected ingredient in the Products' formulation.

Defendant deliberately uses allulose in manufacturing the Products and knowingly places Products containing allulose into the marketplace.

28. Allulose is a naturally occurring sugar found in small amounts in figs, raisins, wheat, maple syrup, and molasses. Chemically, allulose is a monosaccharide, just like fructose. Allulose and fructose are both sugar carbohydrates.

29. Defendant knows that the Products contain allulose because Defendant formulates, manufactures, packages, markets, and/or sells the Products and controls the Products' ingredient information and labeling.

30. Allulose is an ingredient intentionally included in the Products' formulation and identified in the Products' ingredient list. For example, allulose is the Products' second-listed ingredient for the "Mixed Fruit" flavor: "Maltitol, ***allulose***, maltodextrin, modified corn starch, gelatin, citric acid (acidulant), natural and artificial flavors, carnauba wax, annatto (color), turmeric (color), and fruit and vegetable juice (color)."⁴ Similarly, allulose is the second-listed ingredient for the "Island Fruit" flavor: "Maltitol, ***allulose***, maltodextrin, modified corn starch, gelatin, citric acid (acidulant), natural and artificial flavors, carnauba wax, annatto (color), turmeric (color), spirulina (color), and fruit and vegetable juice (color)."⁵

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

⁴ *Mixed Fruit*, Welch's Fruit Snacks, <https://welchsfritsnacks.com/products/mixed-fruit-3/> (last visited Oct. 6, 2026).

⁵ *Island Fruits*, Welch's Fruit Snacks, <https://welchsfritsnacks.com/products/island-fruits-2/> (last visited Oct. 6, 2026).

32. Thus, Defendant's own admissions both establish the presence of allulose and indicate a high quantity of allulose in the Products.

33. The Products therefore contain a substantial quantity of sugar in the form of allulose notwithstanding Defendant's repeated representation that the Products contain "ZERO SUGAR."

34. Defendant's marketing creates a direct contradiction. Allulose is sugar; a product sweetened with allulose is by definition a product containing sugar. By prominently telling consumers that the Products contain no sugar while intentionally formulating the Products with substantial quantities of allulose, Defendant deceives the public through misleading packaging statements and labels. This deception has earned Defendant substantial revenue while damaging a broad class of consumers across the Commonwealth of Massachusetts.

Allulose is a Sugar Under the Applicable Definition.

35. Federal law establishes specific requirements governing when a food manufacturer may represent a product as "sugar free," "zero sugar," or using a substantially similar nutrient-content claim. Under 21 C.F.R. § 101.60(c)(1), a food may not be labeled "sugar free," "zero sugar," or with a substantially similar claim unless it "contains less than 0.5 g of sugars, as defined in § 101.9(c)(6)(ii)," and satisfies the regulation's other requirements.

36. Section 101.9(c)(6)(ii), in turn, expressly defines "Total Sugars" broadly as "the sum of all free mono- and disaccharides (such as glucose, fructose, lactose, and sucrose)."

37. Allulose is a monosaccharide. It therefore falls within the express language of § 101.9(c)(6)(ii), which encompasses "all free mono- and disaccharides."

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

39. The FDA’s regulatory history confirms this reading. In its 2016 final rule revising the Nutrition Facts label, the FDA specifically considered the treatment of allulose and stated that “[a]llulose, as a monosaccharide, must be included” in the Total Sugars declaration unless and until the agency adopted a different rule.⁶

40. The FDA’s 2016 statement is consistent with the text of § 101.9(c)(6)(ii): because allulose is a monosaccharide, it falls within the regulation’s definition of “Total Sugars.”

41. The FDA subsequently issued guidance concerning allulose in October 2020. That guidance did not amend § 101.9(c)(6)(ii), did not promulgate a new definition of “Total Sugars,” and did not formally exclude allulose from the regulatory definition of sugar.⁷

42. Instead, the 2020 guidance announced an exercise of enforcement discretion concerning the declaration of allulose on Nutrition Facts labels, pending further consideration through rulemaking. The guidance addressed the FDA’s enforcement position concerning how allulose should be treated for purposes of specified nutrition-panel declarations; it did not amend the underlying regulation or establish a new definition of sugar.

43. Nothing in the 2020 guidance authorizes a manufacturer to disregard the separate regulatory requirements governing nutrient-content claims such as “zero sugar.”

44. The FDA’s decision not to enforce provisions of law does not amend the text of the law or absolve actors of their violations of law. The 2020 guidance therefore did not transform the regulatory definition of “Total Sugars” into a definition that excludes allulose.

⁶ Food Labeling: Revision of the Nutrition and Supplement Facts Labels, 81 Fed. Reg. 33,742, 33,795-96 (May 27, 2016).

⁷ United States FDA, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Industry 1 (Oct. 2020).

45. Nor does the FDA's exercise of enforcement discretion establish that a manufacturer may affirmatively, and falsely, represent that a product contains "ZERO SUGAR" while the product contains a substantial amount of monosaccharide encompassed by the regulation's definition of "Total Sugars."

46. Applicable Massachusetts laws and regulations likewise incorporate and impose an identical or materially similar requirement governing the use of "zero sugar," "sugar free," and substantially similar representations as that imposed by federal law. 105 Mass. Code Regs. 500.006 and 105 Mass. Code Regs. 500.004 incorporate applicable federal food labeling requirements, including 21 C.F.R. Part 101, which encompasses §§ 101.60(c)(1) and 101.9(c)(6)(ii).

The Zero Sugar Representations Are False and Misleading.

47. Defendant represents the Products contain "ZERO SUGAR," but the Products contain a substantial amount of allulose per serving.

48. Because allulose is a monosaccharide that falls within the applicable definition of sugar and is the second-listed ingredient, upon information and belief, the Products' sugar content exceeds the less than 0.5-gram threshold required to lawfully utilize "ZERO SUGAR" nutrient-content claims. Thus, the Products cannot bear the "ZERO SUGAR" representations under § 101.60(c)(1).

49. Accordingly, Defendant's Products do not satisfy the federal regulatory standard governing the use of the Zero Sugar Representations, nor do they satisfy the identical state regulatory standards.

50. Defendant nevertheless prominently represents to consumers that the Products contain "ZERO SUGAR."

51. Defendant's representations that the Products contain "ZERO SUGAR" are objectively false.

52. The representations are also independently misleading to reasonable consumers because an unqualified "sugar free" or "zero sugar" representation communicates that the product contains no sugar, while Defendant's Products contain a substantial quantity of sugar in the form of allulose.

53. The deception is particularly material because Defendant does not qualify its representations by stating that the Products are free of only certain types of sugar.

54. The prominence and repetition of the Zero Sugar Representations reinforce their significance. Defendant places the Zero Sugar Representations on the Products' packaging and uses them throughout Internet and retail product listings, thereby presenting the absence of sugar as an important attribute and selling point of the Products.

Defendant Knew the Products Contain Substantial Amounts of Allulose

55. Defendant knew that the Products contained substantial amounts of allulose before placing the Products on the market.

56. Defendant knew the amount of allulose contained in each serving of the Products.

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

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

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

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

61. Upon information and belief, Defendant was aware that allulose is a sugar but nevertheless made a false nutrient-content claim that the Products were "ZERO SUGAR."

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

63. Upon information and belief, Defendant continues to market and sell the Products using the Zero Sugar Representations.

64. Defendant's conduct was undertaken in the course of its business and in connection with the marketing, advertising, distribution, and sale of the Products to consumers.

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

Plaintiff and Consumers Were Injured by Defendant's Misrepresentations.

66. Eris Elliott purchased Welch's Zero Sugar Fruity Bites for personal use in or about July 2026.

67. Defendant charges a higher price for its "ZERO SUGAR" Products than for comparable regular sugar products that do not bear the Zero Sugar Representations. For example, on Amazon, a twelve-pack of 5.0 oz bags of regular Welch's Fruit Snacks Mixed Fruit was priced at \$18.03, or \$0.30/ounce, while a twelve-pack of 3.0 oz bags of Welch's Zero Sugar Fruity Bites Mixed Fruit was priced at \$42.57, or \$1.18/ounce, approximately a 293.3% per-ounce premium for the Welch's Zero Sugar Fruity Bites.⁸

The screenshot displays the Amazon product page for Welch's Fruit Snacks, Mixed Fruit, Sharing Size, 5 oz, 12 Ct. The product is shown as a large box of 12 bags. The price is \$18.03 (\$0.30 / ounce), with a 24% discount from a typical price of \$23.88. The product has a 4.7-star rating from 847 reviews. It is an Amazon's Choice product. The page also shows shipping options, a coupon for 30% off, and a 'One-time purchase' button. The delivery location is set to Portland 97229.

⁸ *Welch's Zero Sugar Fruity Bites - Mixed Fruit - 3 Oz - 12 Pack*, Amazon.com, [https://www.amazon.com/Welchs-Sugar-Fruity-Gluten Snacks/dp/B0GHD451MX](https://www.amazon.com/Welchs-Sugar-Fruity-Gluten-Snacks/dp/B0GHD451MX) (last visited Sept. 5, 2026); *Welch's Fruit Snacks, Mixed Fruit, Sharing Size, 5 oz, 12 Ct*, Amazon.com, [https://www.amazon.com/Welchs-Perfect-Stocking-Stuffer Individual/dp/B003Z2N8GI](https://www.amazon.com/Welchs-Perfect-Stocking-Stuffer-Individual/dp/B003Z2N8GI) (last visited Sept. 5, 2026).

amazon Deliver to Portland 97229 Grocery & Gourmet Food Search Amazon

Grocery & Gourmet Food › Snacks & Sweets › Snack Foods › Fruit Snacks

Welch's Zero Sugar Fruity Bites, Mixed Fruit Snack Box, Gluten Free & Sugar Free Snacks, 3oz Snack Packs, (Pack of 12)

Visit the Welch's Store

4.4 ★★★★★ (697)

Amazon's Choice

-21% \$42.57 (\$1.18 / ounce)

Bundle Savings: \$11.31

Get \$50 off instantly: Pay \$0.00 ~~\$42.57~~ upon approval for Amazon Visa. No annual fee.

Flavor Name: Mixed Fruit

Berries and Cherries Island Fruits **Mixed Fruit**

Size: 3 Ounce (Pack of 12)

3 Ounce (Pack of 6)	3 Ounce (Pack of 12)
\$26.94 (\$1.50 / ounce)	\$42.57 (\$1.18 / ounce)

Ingredients

prime

Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows.

Join Prime

\$42.57 (\$1.18 / ounce)

FREE delivery **Thursday, September 10**

Or **Prime members** get FREE delivery **Tomorrow 4 AM - 8 AM**. Order within 6 hrs 50 mins.

Join Prime

Deliver to Portland 97229

In Stock

Quantity: 1

Add to cart

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

69. Plaintiff therefore suffered economic injury at the point of purchase.

70. Plaintiff did not receive the benefit of the bargain for which he paid. Instead, Plaintiff received Products that contained a substantial amount of allulose despite Defendant's representations that the Products contained "ZERO SUGAR."

71. Plaintiff's injury was caused by Defendant's misrepresentations. The challenged representations concern an important characteristic of the Products that Defendant presented to consumers to persuade them to make a purchase.

72. The same deception affected other consumers who purchased the Products after encountering the Zero Sugar Representations. Those consumers were exposed to the same materially misleading representations, purchased Products containing a substantial amount of sugar, and received Products that did not conform to Defendant's representations.

73. The challenged conduct is therefore consumer-oriented and arises from Defendant's common marketing, labeling, advertising, and sale of the Products to the public.

74. Defendant's conduct constitutes deceptive, misleading, unfair, and/or unlawful conduct under the consumer-protection laws applicable to Plaintiff's purchases and claims, including Massachusetts General Laws Chapter 93A, §1 *et seq.*

75. Defendant made representations concerning the Products that were objectively false and/or misleading to reasonable consumers.

76. Defendant's representations were material because they concerned the Products' sugar content, which is a material characteristic of the Products.

77. Defendant's conduct caused Plaintiff to suffer ascertainable economic injury in the form of a price premium. Plaintiff paid more for the Products than the Products were worth, and more than he would have paid, because the Defendant's deceptive representations inflated the price of the product.

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

CLASS ACTION ALLEGATIONS

79. Plaintiff brings this case as a class action pursuant Fed. R. Civ. P. 23 on his own behalf and on behalf of all others similarly situated. The proposed Class is defined as follows:

Massachusetts Class: All persons who, during the maximum period of time permitted by law, purchased the Products in Massachusetts for personal, family, or household use, and not for resale.

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

81. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

82. Members of the Class are so numerous that joinder of all members is impracticable. Upon information and belief, the Class consists of thousands of purchasers. Accordingly, it would be impracticable to join all members of the Class before the Court.

83. There are numerous questions of law or fact common to all members of the putative Class. Included within the common questions of law or fact are:

- a. Whether the Products contain allulose and, if so, the amount of allulose contained in the Products;
- b. Whether allulose is a sugar under the applicable laws, regulations, and standards governing the Zero Sugar Representations;
- c. Whether Defendant represented that the Products contained "ZERO SUGAR," are "sugar free," or made substantially similar nutrient-content claims;

- d. Whether these representations were false, deceptive, misleading, or otherwise unlawful under the laws asserted herein;
- e. Whether Defendant's labeling, packaging, advertising, marketing, and sale of the Products constituted consumer-oriented conduct and/or advertising directed to consumers;
- f. Whether Defendant knew that the Products contained allulose and that the Products did not conform to the Zero Sugar Representations;
- g. Whether the Zero Sugar Representations were material and likely to mislead a reasonable consumer acting reasonably under the circumstances;
- h. Whether Defendant's conduct violated M.G.L. c. 93A, § 1 *et seq*;
- i. Whether Defendant's conduct caused economic injury to purchasers of the Products and the appropriate method for measuring such injury; and
- j. Whether Plaintiff and Class Members are entitled to actual damages or statutory damages and, if so, in what amount.

84. Plaintiff's claims are typical of the claims of the Class members he seeks to represent. Plaintiff, like the Class members, purchased Defendant's Products labeled with Defendant's deceptive Zero Sugar Representations. Plaintiff purchased the Products during the applicable class period and was exposed to the same challenged Zero Sugar Representations. Plaintiff suffered the same type of economic loss as the other Class members. Plaintiff's and the Class members' claims are based on the same legal theories and arise from the same course of conduct by Defendant.

85. Plaintiff is an adequate representative because he has no interests adverse to those of the Class, is committed to the vigorous prosecution of this action, and has retained skilled and

experienced counsel. Plaintiff will fairly and adequately represent and protect the interests of the Class as required by Fed. R. Civ. P. 23(a)(4).

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

- a. The central issues in this action, including whether the Products contain allulose, whether allulose constitutes sugar under the applicable laws and regulations, what Defendant represented concerning the Products' sugar content, whether those representations were false or misleading, whether Defendant knew the Products did not conform to those representations, and whether Defendant's conduct violated the applicable consumer-protection statutes, are common to the Class and predominate over any individual questions;
- b. The Zero Sugar Representations were disseminated to consumers through common labeling, packaging, advertising, and marketing materials, such that the principal evidence concerning Defendant's conduct, the content of the representations, and their alleged falsity or misleading nature will be common to the Class;
- c. To the extent individual issues exist concerning the circumstances of particular purchases, such issues do not predominate over the common questions because

liability will principally turn on Defendant's uniform conduct, the Products' characteristics, the Defendant's representations, and the applicable law;

- d. The economic injury alleged by Plaintiff and the Class arises from the same alleged misconduct and can be established through common evidence and a common methodology. Individual differences, if any, in the amount paid, purchase date, quantity purchased, or resulting monetary recovery do not defeat predominance where the existence and methodology of the alleged injury can be established through common proof;
- e. Given the relatively modest value of individual Class members' claims compared with the cost and burden of individual litigation, many Class members would have little incentive or ability to pursue their claims individually. A class action therefore provides an effective mechanism for Class members to obtain relief for alleged injuries that might otherwise go unremedied;
- f. Class members have no substantial interest in individually controlling the prosecution of separate actions because the claims arise from Defendant's common course of conduct and present substantially overlapping factual and legal issues;
- g. Concentrating the claims in a single proceeding is desirable because the alleged misconduct involves common Products, common representations, common labeling and marketing practices, and common questions concerning Defendant's conduct. A single proceeding will promote consistent adjudication of those issues and avoid unnecessary duplication of discovery, motion practice, expert testimony, and trial proceedings;

- h. Individual litigation would create a substantial risk of inconsistent or varying adjudications concerning the same Products, Representations, and underlying conduct. Class-wide adjudication will promote consistency and judicial economy;
- i. There are no pending individual actions known to Plaintiff that would make separate adjudication a preferable method of resolving the controversy, and concentrating the claims in this forum is desirable and efficient; and
- j. This action is manageable as a class action because the central liability issues are capable of resolution through common evidence and because any individualized issues concerning damages or other forms of relief can be addressed through appropriate class-wide methodologies, claim procedures, or other case-management mechanisms ordered by the Court.

COUNT ONE

**Violation of Massachusetts General Laws Chapter 93A, § 1 *et seq.*
Individually, and on behalf of the Massachusetts Class**

87. Plaintiff restates and realleges the preceding allegations set forth in paragraphs 1 through 86 as though fully set forth herein.

88. This cause of action is brought pursuant to Massachusetts General Laws Chapter 93A, §§ 2 and 9, on behalf of Plaintiff and the Massachusetts Class, who purchased the Products in the Commonwealth of Massachusetts within the applicable limitations period.

89. M.G.L. c. 93A, § 2(a) declares unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” The Attorney General is permitted to promulgate regulations under M.G.L. c. 93A, § 2, and violations of those regulations are likewise violations of M.G.L. c. 93A, § 2 provided that the conduct leading to the violation is unfair or deceptive and occurs in trade or commerce. *Klairmont v. Gainsboro Rest.*,

Inc., 465 Mass. 165, 173-74, 987 N.E.2d 1247, 1255 (2013) Regulations promulgated by the Attorney General under M.G.L. c. 93A, § 2 are codified at 940 CMR 2.01, *et seq.*

90. 940 CMR 3.02(2) declares that “[n]o statement or illustration shall be used in any advertisement which creates a false impression of the grade, quality, make, value, currency of model, size, color, usability, or origin of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, there is a likelihood that the buyer may be switched from the advertised product to another.”

91. Plaintiff and the members of the Massachusetts class are proper consumer claimants because they purchased the Products for personal, family, or household use, and not for resale.

92. Before making each of his purchases, Plaintiff was presented with the Zero Sugar Representations displayed on the Products’ packaging.

93. Defendant’s unfair or deceptive acts or practices occurred in the conduct of a trade or commerce. Defendant labeled, advertised, marketed, packaged, and distributed the Products throughout Massachusetts. Defendant disseminated the Zero Sugar Representations to consumers throughout Massachusetts, including through the Products’ packaging and labeling and through Defendant’s website, third party retailers’ websites, and sale in retail stores. The challenged conduct was directed at consumers generally and had a broad impact on the consuming public.

94. Each of Defendant’s Zero Sugar Representations constitutes an unfair or deceptive act or practice within the meaning of M.G.L. c. 93A, § 2(a) because each representation states that the Products contain “ZERO SUGAR” when, in fact, the Products contain a substantial quantity of allulose per serving. Allulose is a sugar. By making the Zero Sugar Representations, Defendant misrepresented that the Products possessed characteristics, ingredients, quantities, and qualities

that they did not have and that they were of a particular standard or quality when they were of another.

95. Allulose is a monosaccharide and therefore a sugar under 21 C.F.R. § 101.9(c)(6)(ii). Allulose is the second-listed ingredient in the Products, and the Products contain a substantial amount of allulose per serving. The Products therefore did not possess the represented “ZERO SUGAR” characteristic or quality.

96. The Zero Sugar Representations had a tendency to mislead consumers acting reasonably under the circumstances. An ordinary consumer would reasonably understand “ZERO SUGAR” or “sugar free” to mean that the Products contained no sugar. The Zero Sugar Representations were material because they relate to a material fact (the sugar content of the Products).

97. Defendant knew that the Products contained allulose and nevertheless marketed and sold the Products using representations that they contained “zero sugar.” Defendant’s conduct was not isolated or incidental, but instead was part of a broader marketing and labeling practice directed at consumers throughout Massachusetts and elsewhere.

98. 105 Mass. Code Regs. 500.006 and 105 Mass. Code Regs. 500.004 incorporate the FDA’s food-labeling rules, including 21 C.F.R. Part 101. The Products do not comply with 21 C.F.R. § 101.60(c)(1), which prohibits a “zero sugar,” “sugar free” or substantially similar nutrient-content claim where the food contains 0.5 grams or more of sugars, as defined in § 101.9(c)(6)(ii), per labeled serving. The Products are therefore misbranded under applicable Massachusetts law.

99. The Products are also misbranded under M.G.L. c. 94, § 187, which provides that food is misbranded “if its labeling is false or misleading in any particular,” or if “the package

containing it or its label bears any statement, design or device regarding the ingredients or the substances contained therein which is false or misleading in any particular.” Further, M.G.L. c. 94, § 190 prohibits the manufacture, sale, delivery, or offer of delivery of misbranded food. Defendant manufactured, sold, and delivered the misbranded Products in Massachusetts in violation of M.G.L. c. 94, §§ 187 and 190. Pursuant to 940 CMR 3.16(3), an act or practice violates M.G.L. c. 93A, § 2 if it “fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public’s health, safety or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection.” Therefore, Defendant’s violations of §§ 187 and 190 constitute violations of M.G.L. c. 93A, § 2 as well.

100. Defendant’s unlawful trade practices caused Plaintiff and the Massachusetts Class to suffer ascertainable losses. They paid a price premium for Products represented as containing no sugar. Defendant charges a higher per-ounce price for its Welch’s Zero Sugar Fruity Bites than for comparable Welch’s fruit snacks products that are not represented as containing zero sugar. Had Defendant accurately labeled the Products, Plaintiff and members of the Massachusetts Class would have paid less for the Products or would not have purchased them.

101. The ascertainable loss of the Massachusetts Class is a premium-price loss. Defendant’s Zero Sugar Representations inflated the market price of the Products, and Plaintiff and members of the Massachusetts Class paid more for the Products than they otherwise would have paid.

102. Defendant’s violations of M.G.L. c. 93A were willful or knowing within the meaning of M.G.L. c. 93A § 9(3). Defendant formulates, manufactures, packages, and markets the Products. Defendant knew that the Products contain allulose yet continued to represent that the

Products contained “zero sugar.” Additionally, the FDA stated in its 2016 rulemaking that allulose, “as a monosaccharide, must be included” in the Total Sugars declaration. 81 Fed. Reg. 33,742, 33,795–96 (May 27, 2016). That published statement put Defendant on notice (to the extent that it was not already on notice) that allulose constitutes sugar under the applicable regulatory definition.

103. Not fewer than thirty (30) days before the filing of this action, Plaintiff sent a written demand for relief to Defendant, as required by M.G.L. c. 93A, § 9(3).

104. Plaintiff’s demand letter identified the claimant, described the unfair or deceptive act or practice relied upon (namely, Defendant’s false and misleading “ZERO SUGAR” representations on the Products), and described the injury suffered by Plaintiff, including the payment of a price premium for Products that did not conform to Defendant’s representations.

105. Defendant failed to make a settlement offer within thirty (30) days of receipt of Plaintiff’s demand.

106. Pursuant to M.G.L. c. 93A, § 9(3), Plaintiff and the Massachusetts Class seek actual damages or twenty-five dollars (\$25.00), whichever is greater, for Defendant’s violations, recoverable on a class-wide basis. Because Defendant’s violations of M.G.L. c. 93A, § 2 were willful or knowing, Plaintiff and the Class further seek up to three but not less than two times such amount, as provided by § 9(3), recoverable on a class-wide basis. Plaintiff and the Massachusetts Class also seek reasonable attorneys’ fees and costs to the extent authorized by applicable law, and such other relief as the Court deems appropriate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in their favor and against Defendant and grant the following relief:

- a) For an order certifying the proposed Class pursuant to Federal Rule of Civil Procedure 23, appointing Eris Elliott as Class Representative, and appointing Plaintiff's counsel as Class Counsel, as appropriate;
- b) For a declaration that Defendant's conduct, as alleged herein, violates M.G.L. c. 93A, § 1 *et seq.*, and each other applicable statute referenced in this Complaint;
- c) For a declaration that Defendant's labeling, packaging, marketing, distribution, and sale of the Products using the Zero Sugar Representations is false, deceptive, misleading, and/or otherwise unlawful, as applicable under the asserted causes of action;
- d) For actual, statutory, and/or other monetary relief available under the asserted causes of action, including damages under M.G.L. c. 93A, in amounts to be determined at trial or otherwise permitted by applicable law;
- e) For pre-judgment and post-judgment interest on all amounts awarded, to the extent permitted by applicable law;
- f) For an order awarding Plaintiff and the Massachusetts Class members reasonable attorneys' fees and costs to the extent authorized by applicable law; and
- g) For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues and causes of action so triable.

Dated: October 9, 2026

Respectfully submitted,

PASTOR LAW OFFICE, PC.

/s/ David Pastor

David Pastor

BBO No. 391000

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Email: rpulliam@cbplaw.com

Attorneys for Plaintiff and the Proposed Class

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Eris Elliott

(b) County of Residence of First Listed Plaintiff Hampden (MA)

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

David Pastor, Pastor Law Office, PC, 63 Atlantic Ave., 3d Floor, Boston, MA 02110, 617-742-9700

DEFENDANTS

PIM Brands, Inc.

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

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

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability		PROPERTY RIGHTS	☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander		☐ 820 Copyrights	☐ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability		☐ 830 Patent	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 340 Marine		☐ 835 Patent - Abbreviated New Drug Application	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability		☐ 840 Trademark	☐ 460 Deportation
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	LABOR	☐ 880 Defend Trade Secrets Act of 2016	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 710 Fair Labor Standards Act	SOCIAL SECURITY	☐ 480 Consumer Credit (15 USC 1681 or 1692)
☒ 190 Other Contract	☐ 360 Other Personal Injury	☐ 720 Labor/Management Relations	☐ 861 HIA (1395ff)	☐ 485 Telephone Consumer Protection Act
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice	☐ 740 Railway Labor Act	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 196 Franchise		☐ 751 Family and Medical Leave Act	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/Exchange
		☐ 790 Other Labor Litigation	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	☐ 791 Employee Retirement Income Security Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
☐ 210 Land Condemnation	☐ 440 Other Civil Rights	IMMIGRATION	FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 220 Foreclosure	☐ 441 Voting	☐ 462 Naturalization Application	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	☐ 465 Other Immigration Actions	☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 240 Torts to Land	☐ 443 Housing/Accommodations			☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment			☐ 950 Constitutionality of State Statutes
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other			
	☐ 448 Education			
	PRISONER PETITIONS			
	Habeas Corpus:			
	☐ 463 Alien Detainee			
	☐ 510 Motions to Vacate Sentence			
	☐ 530 General			
	☐ 535 Death Penalty			
	Other:			
	☐ 540 Mandamus & Other			
	☐ 550 Civil Rights			
	☐ 555 Prison Condition			
	☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C., sec. 1331(d)Brief description of cause:
false advertising of consumer products under state consumer protection statute**VII. REQUESTED IN COMPLAINT:**☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

October 9, 2026

/s/ David Pastor

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Elliott v. PIM Brands, Inc.
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- ☐ I. 160, 400, 410, 441, 535, 830*, 835*, 850, 880, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.
- ☒ II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820*, 840*, 895, 896, 899.
- ☐ III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.
- *Also complete AO 120 or AO 121. for patent, trademark or copyright cases.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
- YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
- YES ☐ NO ☒
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
- YES ☐ NO ☐
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
- YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
- YES ☒ NO ☐
- A. If yes, in which division do all of the non-governmental parties reside?
- Eastern Division ☐ Central Division ☐ Western Division ☒
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
- Eastern Division ☐ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
- YES ☐ NO ☐

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME David Pastor - Pastor Law Office, PCADDRESS 63 Atlantic Avenue, 3d Floor, Boston, MA 02110TELEPHONE NO. 617-742-9700