COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT

WILLIAM KEEGAN, on behalf of himself and all others similarly situated, Plaintiff, v. KEN'S FOODS, LLC, Defendant.	Civil Action No. _____ **CLASS ACTION COMPLAINT** DEMAND FOR JURY TRIAL

Plaintiff William Keegan ("Plaintiff"), individually and on behalf of all others similarly situated, brings this class action against Ken's Foods, LLC ("Defendant") and alleges as follows:

INTRODUCTION

1. Plaintiff brings this class action on behalf of consumers who purchased Defendant's Ray's No Sugar Added sauces and marinades (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: Ray's No Sugar Added Original Barbecue Sauce; Ray's No Sugar Added Sweet & Spicy Barbecue Sauce; Ray's No Sugar Added Sweet & Smoky Barbecue Sauce; Ray's No Sugar Added Honey Mustard Dipping Sauce; and Ray's No Sugar Added Teriyaki Marinade. Plaintiff reserves the right to add to the list of Products if more products subject to the claims and allegations herein become apparent during the litigation.

3. Defendant prominently markets the Products to consumers as "No Sugar Added" and through substantially similar representations that communicate to consumers that the Products contain no added sugar (collectively, the "No Sugar Added Representations"). These representations are false and misleading. In reality, the Products contain added allulose, and put simply, allulose is sugar. 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"). The Products thus contain an added substance that constitutes "Total Sugars" under the governing federal regulation and cannot be represented as "no sugar added." 21 C.F.R. § 101.60(c)(2). Defendant added allulose to the Products and therefore cannot advertise them as "no sugar added" under 21 C.F.R. § 101.60(c)(2)(i), which permits such a claim only if "[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging." The Commonwealth of Massachusetts has adopted and incorporated federal food labeling regulations, including 21 C.F.R. Part 101, which encompasses §§ 101.60(c)(2) and 101.9(c)(6)(ii). 105 C.M.R. § 500.006; 105 C.M.R. § 500.004. The Products thus contain an added substance that constitutes "Total Sugars" under the governing federal and parallel Massachusetts regulations.

4. The deception alleged here is straightforward. Defendant tells consumers, in prominent and unqualified terms, that the Products have "No Sugar Added." Yet the Products are deliberately formulated with added sugar—specifically, allulose, a monosaccharide that falls within the federal regulatory definition of "Total Sugars," and which was intentionally added during processing.

5. Defendant nevertheless seeks to capitalize on consumers' desire for products that are genuinely free of added sugar by falsely, misleadingly, and deceptively labeling and advertising the Products with the No Sugar Added Representations. Defendant's No Sugar Added 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 no added sugar. That message is false or misleading because the Products contain added sugar in the form of allulose.

6. The No Sugar Added Representations are material. The presence or absence of added 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 added 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 added sugar and uses the No Sugar Added 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 added sugar. Defendant's "No Sugar Added" Products are priced at a premium over comparable Ray's products that do not carry such representations, as set forth below, further demonstrating the economic value of the No Sugar Added 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 "No Sugar Added," but they received Products containing added 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.

10. As set forth below, Defendant's conduct violates applicable consumer-protection laws, including Massachusetts General Laws Chapter 93A, § 2.

PARTIES

11. Plaintiff William Keegan is, and at all times relevant hereto was, a citizen of the Commonwealth of Massachusetts residing in Abington, Massachusetts. He purchased Ray's No Sugar Added Original Barbecue Sauce and Ray's No Sugar Added Honey Mustard Dipping Sauce for personal use from a Market Basket retail store in Massachusetts, approximately once monthly between April 2026 and August 2026, for a total of approximately five purchases.

12. Defendant Ken's Foods, LLC is a limited liability company organized under the laws of Delaware that maintains its principal place of business in Marlborough, Massachusetts. Defendant formulates, labels, markets, distributes, and/or sells the Products throughout the United States, including throughout the Commonwealth of Massachusetts.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over this action pursuant to G.L. c. 212, § 3, and G.L. c. 93A, § 9(1), which authorizes any person injured by another person's use or employment of a method, act, or practice declared unlawful by G.L. c. 93A, § 2, to bring an action in the Superior Court for damages and such equitable relief as the Court deems necessary and proper. G.L. c. 93A, § 9(2) further authorizes Plaintiff to bring this action on behalf of himself and

other similarly injured and situated persons, and G.L. c. 93A, § 9(3A) does not permit such class claims to be asserted in the District Court. Pursuant to G.L. c. 212, § 3, and the Standing Order of the Supreme Judicial Court increasing the amount-in-controversy requirement to $50,000 for civil actions commenced on or after January 1, 2020, there is no reasonable likelihood that recovery in this action will be less than or equal to $50,000.

14. Venue is proper in Middlesex County pursuant to G.L. c. 223, §1, because Defendant has its principal place of business in Marlborough, Middlesex County, Massachusetts. In addition, 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 general personal jurisdiction over Defendant pursuant to G.L. c. 223A, §§ 1 and 2, because Defendant is a legal or commercial entity that maintains its principal place of business in the Commonwealth of Massachusetts, and a Massachusetts court may exercise personal jurisdiction over such a person as to any cause of action.

ALLEGATIONS OF FACT

Defendant Markets, Advertises, and Sells the Products as "No Sugar Added."

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 Market Basket, Fred Meyer, Safeway, 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 "No Sugar Added" and/or makes other substantially similar representations communicating that the Products contain no added sugar. These representations are affirmative representations concerning a material characteristic of the Products.

19. The No Sugar Added 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 No Sugar Added 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 No Sugar Added Representations on the front label:[1]

[1] Screenshots of the Product's packaging as displayed on Walmart's website. See Ray's No Sugar Added, Original Barbecue Sauce, 18.5 oz, Thick & Clingy, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Original-Barbecue-Sauce-18-5 oz/409008803; Ray's No Added Sugar, Sweet & Smoky Hickory BBQ Sauce 18.5 oz, Keto Friendly, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Sweet-Smoky Barbecue-Sauce-18-5-oz/889412765; Ray's No Sugar Added, Barbecue Sauce, 18.5 oz, Sweet & Spicy, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Sweet-Spicy Barbecue-Sauce-18-5-oz/746748277; Ray's Keto-Friendly No Sugar Added Honey Mustard Dipping Sauce, 16 fl oz, Gluten Free and Kosher, Walmart.com, https://www.walmart.com/ip/Ray s-No-Sugar-Added-Honey-Mustard-Flavored-Dipping-Sauce-16-fl-oz/832575184; Sweet Baby Ray's Keto-Friendly No Sugar Added Teriyaki Marinade, 16 fl. oz., Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Teriyaki-Marinade-16-fl-oz/2038934428 (last visited Oct. 21, 2026).


18.5
OZ
SWEET BABY RAY'S
RAY'S
NO SUGAR ADDED
ORIGINAL
BARBECUE
SAUCE

Figure 1


18.5
OZ
SWEET BABY RAY'S
RAY'S
NO SUGAR ADDED
SWEET & SMOKY
BARBECUE
SAUCE

Figure 2


18.5
OZ
SWEET BABY RAY'S
RAY'S
NO SUGAR ADDED
SWEET & SPICY
BARBECUE
SAUCE

Figure 3


16
FL OZ
SWEET BABY RAY'S
RAY'S
NO SUGAR ADDED
HONEY MUSTARD
FLAVORED
DIPPING
SAUCE

Figure 4



Figure 5

21. The No Sugar Added Representations also appear prominently in the Products' description and marketing materials, such as "[a]ll the classic barbecue taste with no added sugar."[2]

[2] *Ray's No Sugar Added, Original Barbecue Sauce, 18.5 oz, Thick & Clingy,* Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Original-Barbecue-Sauce-18-5 oz/409008803 (last visited Oct. 21, 2026).

22. The No Sugar Added 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 No Sugar Added 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 No Sugar Added Representations also serve to distinguish the Products from Defendant's other products, which Defendant acknowledges do contain sugar.

24. A reasonable consumer encountering an unqualified representation that a product is "No Sugar Added" would reasonably understand that representation according to its ordinary meaning: that the Products contain no added sugar.

25. Defendant's decision to place the No Sugar Added 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 No Sugar Added Representations, the Products contain added sugar in the form of allulose. For example, Ray's No Sugar Added Barbecue Sauce, Original Flavor contains 2 grams of added allulose per serving.[3]

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.

[3] Sweet Baby Ray's Barbecue Sauce No Sugar Added, Original, 18.5 OZ, Amazon.com, https://www.amazon.com/Sweet-Baby-Rays-Sugar-Added/dp/B0882ZVTNW (last visited Oct. 21, 2026).

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, 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' fourth-listed ingredient for the "Original" flavor: "Water, Tomato Paste, Distilled Vinegar, ***Allulose***, Salt, Contains Less than 2% of Modified Corn Starch, Apple Cider Vinegar, Garlic (Dried), Caramel Color, Natural Smoke Flavor, Natural Flavor, Potassium Sorbate and Sodium Benzoate (Preservatives), Spice, Xanthan Gum, Mustard Flour, Paprika, Onion (Dried), Sucralose, Citric Acid Sodium Citrate."[4] Similarly, allulose is the fourth-listed ingredient for the "Sweet & Smoky" flavor: "Water, Tomato Paste, Distilled Vinegar, ***Allulose***, Salt, Contains Less than 2% of Modified Corn Starch, Apple Cider Vinegar, Natural Smoke Flavor, Garlic (Dried), Caramel Color, Natural Flavor, Potassium Sorbate and Sodium Benzoate (Preservatives), Spice, Xanthan Gum, Mustard Flour, Paprika, Onion (Dried), Sucralose."[5]

---

[4] Ray's No Sugar Added, Original Barbecue Sauce, 18.5 oz, Thick & Clingy, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Original-Barbecue-Sauce-18-5 oz/409008803 (last visited Oct. 21, 2026).

[5] Ray's No Added Sugar, Sweet & Smoky Hickory BBQ Sauce 18.5 oz, Keto Friendly, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Sweet-Smoky-Barbecue Sauce-18-5-oz/889412765 (last visited Oct. 21, 2026).

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 fourth ingredient further demonstrates that allulose is a substantial component of the Products, rather than a de minimis or incidental ingredient.

32. Some variations of Defendant's Products' labeling state the amount of allulose added to each serving. For example, on the bottom of the back label in small font, one version states "2g Allulose."[6]

[6] Sweet Baby Ray's Barbecue Sauce No Sugar Added, Original, 18.5 OZ, Amazon.com, https://www.amazon.com/Sweet-Baby-Rays-Sugar-Added/dp/B0882ZVTNW (last visited Oct. 21, 2026).



Figure 6

33. Thus, Defendant's own admissions establish the presence, quantity, and knowing and intentional use of allulose in the Products.

34. Although allulose is a natural sugar, it occurs naturally only in very small amounts. For this quantity of allulose to be present in the Products, it can only have been added.

35. The Products therefore contain added sugar in the form of allulose notwithstanding Defendant's repeated Representations that the Products contain "no added sugar" or have "no sugar added."

36. Defendant's marketing creates a direct contradiction. Allulose is itself a sugar; a product sweetened with added allulose is by definition a product containing added sugar. By prominently telling consumers that the Products contain no added sugar while intentionally formulating the Products with added 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.

37. Federal law establishes specific requirements governing when a manufacturer may represent a product as having "no added sugar," "no sugar added," or a substantially similar nutrient-content claim. Under 21 C.F.R. § 101.60(c)(2), a food may not be labeled "no sugar added," "no added sugar," or with a substantially similar claim unless "[n]o amount of sugars, as defined in § 101.9(c)(6)(ii), or any other ingredient that contains sugars that functionally substitute for added sugars is added during processing or packaging," and the food satisfies the regulation's other requirements.

38. 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)."

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

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

41. 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.[7]

42. 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."

43. 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.[8]

44. Instead, the 2020 guidance announced an exercise of enforcement discretion concerning the declaration of allulose on Nutrition Facts and Supplement 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.

45. Nothing in the 2020 guidance authorizes a manufacturer to disregard the separate regulatory requirements governing nutrient-content claims such as "no sugar added."

46. 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.

---

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

[8] U.S. Food & Drug Admin.*, The Declaration of Allulose and Calories from Allulose on Nutrition and Supplement Facts Labels: Guidance for Indust*ry 1 (Oct. 2020).

47. Nor does the FDA's exercise of enforcement discretion establish that a manufacturer may affirmatively, and falsely, represent that a product contains "no sugar added" while the product contains a substantial amount of added monosaccharide encompassed by the regulation's definition of "Total Sugars."

48. The FDA itself has since rejected any reading of its 2020 guidance as narrowing the regulatory definition. In *Franco v. Chobani, LLC*, the FDA filed an amicus brief taking the position that "the text of the 'Total Sugars' definition is unambiguous," and that "allulose is a 'sugar' as that term is defined at 21 C.F.R. § 101.9(c)(6)(ii)."[9] The Seventh Circuit agreed, holding that "[t]here's no dispute that allulose is a monosaccharide. Because the definition includes every monosaccharide and the following parenthetical is merely a list of examples, allulose is a sugar under § 101.9(c)(6)(ii)."[10]

49. Applicable Massachusetts laws and regulations likewise incorporate and impose an identical or materially similar requirement governing the use of "no sugar added," "no added sugar," and substantially similar Representations as that imposed by federal law. 105 C.M.R. § 500.006 and 105 C.M.R. § 500.004 incorporate applicable federal food labeling requirements, including 21 C.F.R. Part 101, which encompasses §§ 101.60(c)(2) and 101.9(c)(6)(ii).

The No Sugar Added Representations Are False and Misleading.

50. Defendant represents that the Products contain "No Sugar Added," but the Products contain added allulose.

[9] Jason Franco, et al., Plaintiffs-Appellants, v. Chobani, LLC, Defendant-Appellee, 2026 WL 1894806, Brief for the United States as Amicus Curiae, at 11 and 24.
[10] *Franco v. Chobani, LLC*, 184 F.4th 599, 604 (7th Cir. 2026).

51. Because allulose falls within the applicable definition of sugar, and the Products contain allulose that Defendant added during processing or packaging, the Products cannot bear the "No Sugar Added" representations under § 101.60(c)(2).

52. Accordingly, Defendant's Products do not satisfy the federal regulatory standard governing the use of the No Sugar Added Representations, nor do they satisfy the identical state regulatory standards.

53. Defendant nevertheless prominently represents to consumers that the Products have "No Sugar Added."

54. Defendant's Representations that the Products have "No Sugar Added" are objectively false.

55. The representations are also independently misleading to reasonable consumers because an unqualified "no sugar added" representation communicates that the Products contain no added sugar, while Defendant's Products contain added allulose.

56. The deception is particularly material because Defendant does not qualify its Representations by stating that the Products are free only of certain types of added sugar. To the contrary, Defendant affirmatively tells consumers that the Products have "no sugar added."

57. The prominence and repetition of the No Sugar Added Representations reinforce their significance. Defendant places the No Sugar Added Representations on the Products' packaging and uses them throughout Internet and retail product listings, thereby presenting the absence of added sugar as an important attribute and selling point of the Products.

Defendant Knew the Products Contain Added Allulose.

58. Defendant knew that the Products contained added allulose before placing the Products on the market.

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

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

61. Defendant also knew that consumers would encounter and consider the No Sugar Added Representations when deciding whether to purchase the Products. The product packaging and advertisements highlight the "No Sugar Added" nature of the Products.

62. Upon information and belief, Defendant selected and used the No Sugar Added Representations as part of a deliberate marketing strategy designed to distinguish the Products from competing products, including less costly versions of other barbecue sauces containing other added sugars, and to appeal to consumers willing to pay a premium for products without added sugar.

63. Defendant's repeated use of the No Sugar Added 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.

64. Upon information and belief, Defendant was aware that allulose is a sugar but nevertheless made a false nutrient-content claim that the Products have "No Sugar Added."

65. 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.

66. Upon information and belief, Defendant continues to market and sell the Products using the No Sugar Added Representations.

67. 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.

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

Plaintiff and Consumers Were Injured by Defendant's Misrepresentations.

69. Plaintiff William Keegan purchased Ray's No Sugar Added Original Barbecue Sauce and Ray's No Sugar Added Honey Mustard Dipping Sauce for personal use from a Market Basket retail store in Massachusetts, approximately once per month between April 2026 and August 2026, for a total of approximately five purchases.

70. Defendant charges a higher price for its "No Sugar Added" Products than for comparable products that do not bear the No Sugar Added Representations. For example, on Walmart's website, an 18 oz bottle of regular Sweet Baby Ray's Original Barbecue Sauce was priced at $2.37, or $0.132/ounce, while an 18.5 oz bottle of Ray's No Sugar Added was priced at $3.27, or $0.177/ounce, approximately a 34% per-ounce premium for the Ray's No Sugar Added Products.[11]

[11] Sweet Baby Ray's, Original Barbecue Sauce, 18 oz, Thick, Rich Flavor, Walmart.com, https://www.walmart.com/ip/Sweet-Baby-Ray-s-Original-Barbecue-Sauce-18-oz/10294615; Ray's No Sugar Added, Original Barbecue Sauce, 18.5 oz, Thick & Clingy, Walmart.com, https://www.walmart.com/ip/Ray-s-No-Sugar-Added-Original-Barbecue-Sauce-18-5 oz/409008803 (last visited Sept. 21, 2026).

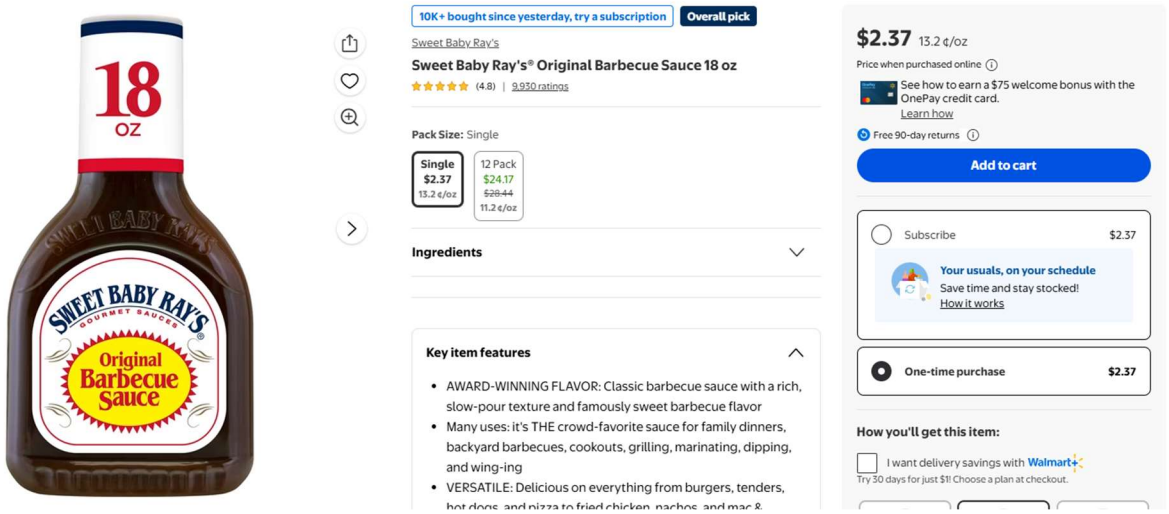


Figure 7

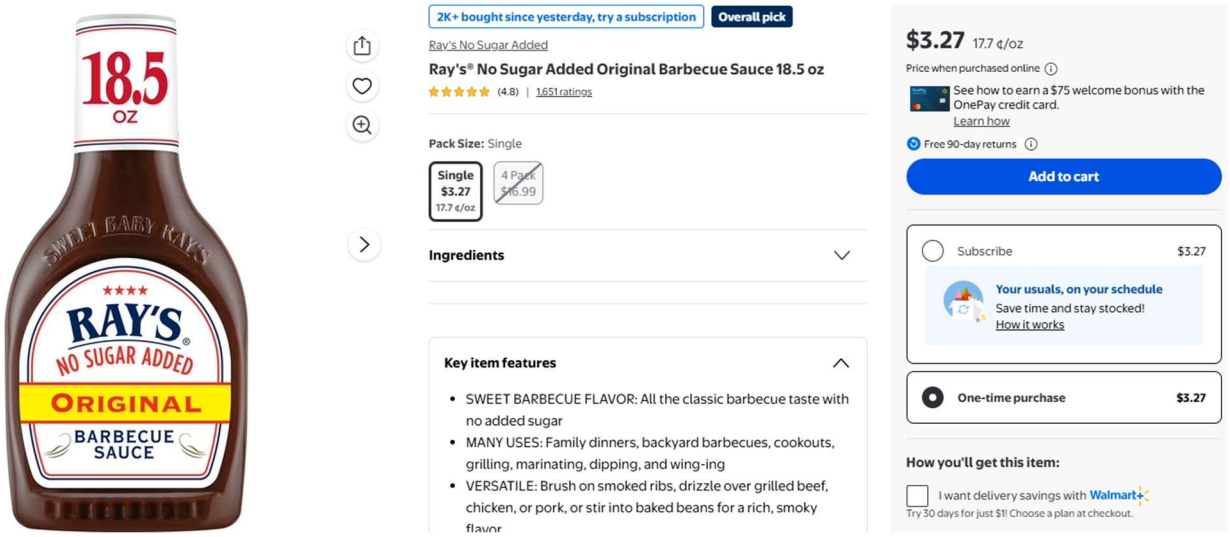


Figure 8

71. Plaintiff was exposed to and purchased Products bearing the No Sugar Added Representations.

72. Plaintiff William Keegan purchased the Products for personal, family, or household use from Market Basket approximately five times between April 2026 and August 2026, while in Massachusetts.

73. Plaintiff paid a price premium that reflected the value of Defendant's No Sugar Added Representations but received Products that did not conform to those Representations. Because the Products contained added allulose, Plaintiff paid a premium and received Products worth less than represented.

74. Had Defendant accurately represented the Products Plaintiff would have paid substantially less for the Products he purchased.

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

76. Plaintiff did not receive the benefit of the bargain for which he paid. Instead, Plaintiff received Products that contained a substantial amount of added allulose despite Defendant's Representations that the Products contained "No Sugar Added."

77. Plaintiff's injury was caused by Defendant's misrepresentations. The challenged Representations concern an important characteristic of the Products that Defendant affirmatively placed before consumers as a reason to purchase them.

78. The same deception affected other consumers who purchased the Products after encountering the No Sugar Added Representations. Those consumers were exposed to the same materially misleading Representations, purchased Products containing added sugar, and received Products that did not conform to Defendant's Representations.

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

80. 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.*

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

82. Defendant's Representations were material because they concerned the Products' added sugar content, which is a material characteristic of the Products.

83. 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 Defendant's deceptive Representations inflated the price of the Products.

84. 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 No Sugar Added 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

85. Plaintiff brings this case as a class action pursuant to Mass. R. Civ. P. 23 and G.L. c. 93A, § 9(2) on his own behalf and on behalf of all others similarly situated. The proposed Class is defined as follows:

> All Massachusetts residents who, during the four years prior to the filing of the Complaint (the "Class Period"), purchased the Products in the Commonwealth of Massachusetts for personal, family, or household use, and not for resale.

86. 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.

87. 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.

88. 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.

89. 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 No Sugar Added Representations;

c. Whether Defendant represented that the Products contained "no added sugar," are "no sugar added," 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 No Sugar Added Representations;

g. Whether the No Sugar Added Representations were material and likely to mislead a reasonable consumer acting reasonably under the circumstances;

h. Whether Defendant's conduct violated G.L. c. 93A, § 2;

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/or multiple damages and, if so, in what amount.

90. 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 No Sugar Added Representations. Plaintiff purchased the Products during the applicable class period and was exposed to the same challenged No Sugar Added 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.

91. 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 Mass. R. Civ. P. 23(a)(4) and G.L. c. 93A, § 9(2).

92. 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. Defendant's use or employment of the unfair or deceptive acts and practices alleged herein has caused similar injury to numerous other persons similarly situated within the meaning of G.L. c. 93A, § 9(2), and the requirements of Mass. R. Civ. P. 23(b) 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' added 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 No Sugar Added 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, 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, § 2
Individually, and on behalf of the Massachusetts Class

93. Plaintiff restates and realleges the preceding allegations set forth in paragraphs 1 through 92 as though fully set forth herein.

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

95. 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."

96. M.G.L. c. 93A, § 9 permits any consumer injured by a violation of M.G.L. c. 93A, § 2 to bring a civil action, including a class action, for damages.

97. Defendant's conduct, as alleged herein, constitutes unfair or deceptive acts or practices and unfair methods of competition in trade or commerce in violation of the Consumer Protection Act, M.G.L. c. 93A, § 2, and the regulations promulgated thereunder, including, without limitation, 940 C.M.R. §§ 3.02, 3.05(1), 3.05(2), 3.16(2), and 3.16(3).

98. Defendant engaged in unfair or deceptive acts or practices in the conduct of trade or commerce by labeling, advertising, marketing, packaging, and distributing the Products throughout Massachusetts. Defendant disseminated the No Sugar Added Representations to consumers throughout Massachusetts, including through the Products' packaging and labeling and through Defendant's website, third-party retailers' websites, in-store displays and other point-of-sale advertising in retail stores, and other marketing and advertising methods. The challenged conduct was directed at consumers generally and had a broad impact on the consuming public.

99. The No Sugar Added Representations are material because they relate to a material fact (the sugar content of the Products).

100. The No Sugar Added Representations have a likelihood, capacity, or tendency to mislead consumers acting reasonably under the circumstances. A reasonable consumer would reasonably understand "no sugar added" to mean that no sugar had been added to the Products.

101. Defendant's conduct, as alleged herein, violates various regulations promulgated by the Massachusetts Attorney General pursuant to c. 93A, § 2(c), including the following: a. 940 C.M.R. § 3.02 (prohibiting, among other things, statements or illustrations used in advertisements which create a false impression of the grade, quality, value, or usability of the product offered); b. 940 C.M.R. § 3.05(1) (prohibiting claims or representations "made by any means concerning a product which, directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect"); c. 940 C.M.R. § 3.05(2) (prohibiting the use of any advertisement "which would mislead or tend to mislead buyers or prospective buyers, through pictorial representations or in any other manner, as to the product being offered for sale"); d. 940 C.M.R. § 3.16(2) (providing that it is a violation of c. 93A, § 2 to "fail to disclose to a buyer or prospective buyer

any fact, the disclosure of which may have influenced the buyer or prospective buyer to enter into the transaction"); and e. 940 C.M.R. § 3.16(3) (providing that an act or practice violates 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 consumers of this Commonwealth protection").

102. According to 940 C.M.R. § 3.16(3), violations of the foregoing regulations also violate the Consumer Protection Act, c. 93A, § 2.

103. Each of Defendant's No Sugar Added Representations constitutes an unfair or deceptive act or practice within the meaning of M.G.L. c. 93A, § 2(a) because each such Representation states that the Products contain "No Sugar Added" when, in fact, upon information and belief, the Products contain a substantial quantity of added allulose per serving. Allulose is a sugar. By making the No Sugar Added 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.

104. Allulose is a monosaccharide and therefore a sugar under 21 C.F.R. § 101.9(c)(6)(ii). Allulose is the fourth-listed ingredient in the Products, and the Products contain a substantial amount of added allulose per serving. The Products therefore did not possess the represented "No Sugar Added" characteristic or quality.

105. Defendant knew that the Products contained added allulose and nevertheless marketed and sold the Products using representations that they had "no sugar added." 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.

106. 105 C.M.R. § 500.006 and 105 C.M.R. § 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)(2), which prohibits a "no added sugar," "no sugar added," or substantially similar nutrient-content claim when any amount of sugars, as defined in § 101.9(c)(6)(ii), is added during processing. The Products are therefore misbranded under applicable Massachusetts law.

107. Defendant also mislabeled and misbranded the Products 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 C.M.R. § 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.

108. Defendant's unlawful trade practices caused Plaintiff and the Class to suffer ascertainable losses. They paid a price premium for Products represented as containing no added sugar. Defendant charges a higher per ounce price for its Ray's No Sugar Added products than for comparable Ray's products that are not represented as containing no added sugar. Had Defendant accurately labeled the Products, Plaintiff and members of the Class would have paid less for the Products or would not have purchased them.

109. The ascertainable loss of the Class is a price premium loss. Defendant's No Sugar Added Representations inflated the market price of the Products, and Plaintiff and the Class paid more for the Products than they otherwise would have paid. As a result, Plaintiff and the Class received a Product worth less than represented and did not receive the benefit of their bargain.

110. 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 added allulose yet continued to represent that the Products contained "no sugar added." 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.

111. Plaintiff and the members of the Class purchased the Products for personal, family, or household use, and not for resale.

112. The No Sugar Added Representations appeared uniformly on the Products' label, packaging, and retail listings presented to Plaintiff and the Class. Plaintiff was exposed to and purchased Products bearing the No Sugar Added Representations in Massachusetts.

113. 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).

114. Plaintiff's demand letter identified the claimant, described the unfair or deceptive act or practice relied upon (namely, Defendant's false and misleading "No Sugar Added" 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. Plaintiff's letter demanded reasonable relief on behalf of the class.

115. Defendant failed to make a reasonable, class-wide settlement offer within thirty (30) days of receipt of Plaintiff's demand.

116. Pursuant to M.G.L. c. 93A, § 9(3), Plaintiff and the Class seek actual damages or twenty-five dollars ($25.00), whichever is greater, for Defendant's violations, recoverable on a class-wide basis.

117. 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 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 his favor and against Defendant and grant the following relief:

a) For an order certifying the proposed Class pursuant to Mass. R. Civ. P. 23 and G.L. c. 93A, § 9(2), appointing William Keegan as Class Representative, and appointing Plaintiff's counsel as Class Counsel, as appropriate;

b) 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;

c) For pre-judgment and post-judgment interest on all amounts awarded, to the extent permitted by applicable law;

d) For an order awarding Plaintiff and the Class members reasonable attorneys' fees and costs to the extent authorized by applicable law; and

e) For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Mass. R. Civ. P. 38, Plaintiff hereby demands a trial by jury on all issues and causes of action so triable.

Dated: October 28, 2026

Respectfully submitted,

PASTOR LAW OFFICE, PC
/s/ David Pastor
David Pastor
BBO No: 391000
63 Atlantic Avenue, 3rd Floor
Boston, MA 02110
Telephone: 617-742-9700
Facsimile: 617-742-9701
Email: dpastor@pastorlawoffice.com

CARNEY BATES & PULLIAM, PLLC
Randall K. Pulliam (*pro hac vice* forthcoming)
One Allied Drive, Suite 1400
Little Rock, AR 72202
Telephone: 501-312-8500
Email: rpulliam@cbplaw.com

Attorneys for Plaintiff and the Proposed Class

CIVIL ACTION COVER SHEET

DOCKET NUMBER

Massachusetts Trial Court
Superior Court

COUNTY Middlesex Superior Court

Plaintiff	William Keegan, on behalf of himself and all others similarly situated	**Defendant:**	Ken's Foods, LLC
ADDRESS:	132 Stewart Drive	ADDRESS:	One D'Angelo Drive
	Abington, MA 02351		Marlborough, MA 01752
Plaintiff Attorney:	David Pastor - Pastor Law Office, PC	**Defendant Attorney:**	Gregory S. Paonessa and Devon C. Bodey
ADDRESS:	Pastor Law Office, PC	ADDRESS:	ARENTFOX SHIFF LLP
	63 Atlantic Avenue		800 Boylston Street
	Boston, MA 02110		Boston, MA 02199
BBO:	391000	BBO:	Gregory S. Paonessa (691216) Devon Bodey (705146)

TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B99	Other tortious action	F	☒ YES ☐ NO

***If "Other" please describe:**

Is there a claim under G.L. c. 93A? ☒ YES ☐ NO

Is there a class action under Mass. R. Civ. P. 23? ☐ **(X) YES** ☐ NO

STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)

TORT CLAIMS

A. Documented medical expenses to date

1. Total hospital expenses
2. Total doctor expenses
3. Total chiropractic expenses
4. Total physical therapy expenses
5. Total other expenses (describe below)

Subtotal (1-5): $0.00

B. Documented lost wages and compensation to date

C. Documented property damages to date

D. Reasonably anticipated future medical and hospital expenses

E. Reasonably anticipated lost wages

F. Other documented items of damages (describe below)

Price premium paid for consumer product.

TOTAL (A-F): $0.00

G. Briefly describe plaintiff's injury, including the nature and extent of the injury:

Overpayment for falsely advertised product.

CONTRACT CLAIMS

☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.		
	Total	

Signature of Attorney/Self-Represented Plaintiff: X /s/ David Pastor Date: October 28, 2026

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION UNDER S.J.C. RULE 1:18(5)

I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney: X /s/ David Pastor Date: October 28, 2026

CIVIL ACTION COVER SHEET INSTRUCTIONS — SELECT A CATEGORY THAT BEST DESCRIBES YOUR CASE*

AC Actions Involving the State/Municipality †*

AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
AE1 Administrative Action involving Commonwealth, Municipality, MBTA,etc. (A)

CN Contract/Business Cases

A01 Services, Labor, and Materials (F)
A02 Goods Sold and Delivered (F)
A03 Commercial Paper (F)
A04 Employment Contract (F)
A05 Consumer Revolving Credit - M.R.C.P. 8.1 (F)
A06 Insurance Contract (F)
A08 Sale or Lease of Real Estate (F)
A12 Construction Dispute (A)
A14 Interpleader (F)
BA1 Governance, Conduct, Internal Affairs of Entities (A)
BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
BB1 Shareholder Derivative (A)
BB2 Securities Transactions (A)
BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
BD1 Intellectual Property (A)
BD2 Proprietary Information or Trade Secrets (A)
BG1 Financial Institutions/Funds (A)
BH1 Violation of Antitrust or Trade Regulation Laws (A)
A99 Other Contract/Business Action - Specify (F)

* See Superior Court Standing Order 1-88 for an explanation of the tracking deadlines for each track designation: F, A, and X. On this page, the track designation for each case type is noted in parentheses.

†* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

‡ Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

D01 Specific Performance of a Contract (A)
D02 Reach and Apply (F)
D03 Injunction (F)
D04 Reform/ Cancel Instrument (F)
D05 Equitable Replevin (F)
D06 Contribution or Indemnification (F)
D07 Imposition of a Trust (A)
D08 Minority Shareholder's Suit (A)
D09 Interference in Contractual Relationship (F)
D10 Accounting (A)
D11 Enforcement of Restrictive Covenant (F)
D12 Dissolution of a Partnership (F)
D13 Declaratory Judgment, G.L. c. 231A (A)
D14 Dissolution of a Corporation (F)
D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party ‡

PA1 Contract Action involving an Incarcerated Party (A)
PB1 Tortious Action involving an Incarcerated Party (A)
PC1 Real Property Action involving an Incarcerated Party (F)
PD1 Equity Action involving an Incarcerated Party (F)
PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
B04 Other Negligence - Personal Injury/Property Damage (F)
B05 Products Liability (A)
B06 Malpractice - Medical (A)
B07 Malpractice - Other (A)
B08 Wrongful Death - Non-medical (A)
B15 Defamation (A)
B19 Asbestos (A)
B20 Personal Injury - Slip & Fall (F)
B21 Environmental (F)
B22 Employment Discrimination (F)
BE1 Fraud, Business Torts, etc. (A)
B99 Other Tortious Action (F)

RP Summary Process (Real Property)

S01 Summary Process - Residential (X)
S02 Summary Process - Commercial/ Non-residential (F)

RP Real Property

C01 Land Taking (F)
C02 Zoning Appeal, G.L. c. 40A (F)
C03 Dispute Concerning Title (F)
C04 Foreclosure of a Mortgage (X)
C05 Condominium Lien & Charges (X)
C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

E18 Foreign Discovery Proceeding (X)
E97 Prisoner Habeas Corpus (X)
E22 Lottery Assignment, G.L. c. 10, § 28 (X)

AB Abuse/Harassment Prevention

E15 Abuse Prevention Petition, G.L. c. 209A (X)
E21 Protection from Harassment, G.L. c. 258E (X)

AA Administrative Civil Actions

E02 Appeal from Administrative Agency, G.L. c. 30A (X)
E03 Certiorari Action, G.L. c. 249, § 4 (X)
E05 Confirmation of Arbitration Awards (X)
E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)
E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)
E08 Appointment of a Receiver (X)
E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)
E10 Summary Process Appeal (X)
E11 Worker's Compensation (X)
E16 Auto Surcharge Appeal (X)
E17 Civil Rights Act, G.L. c.12, § 11H (A)
E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)
E94 Forfeiture, G.L. c. 265, § 56 (X)
E95 Forfeiture, G.L. c. 94C, § 47 (F)
E99 Other Administrative Action (X)
Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)
Z02 Appeal Bond Denial (X)

SO Sex Offender Review

E12 SDP Commitment, G.L. c. 123A, § 12 (X)
E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

RC Restricted Civil Actions

E19 Sex Offender Registry, G.L. c. 6, § 178M (X)
E27 Minor Seeking Consent, G.L. c.112, § 12S (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	F	☒ YES ☐ NO

STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF — On the face of the Civil Action Cover Sheet (or on attached additional sheets, if necessary), the plaintiff shall state the facts on which the plaintiff relies to determine money damages. A copy of the completed Civil Action Cover Sheet, including the statement concerning damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT — If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with the defendant's answer a statement specifying the potential damages which may result if the plaintiff prevails.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
IF THIS COVER SHEET IS NOT FILLED OUT THOROUGHLY AND ACCURATELY, THE CASE MAY BE DISMISSED.