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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/06/2026 11:57 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Radillo, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARSHEYNTH THOMAS, on behalf of himself and all others similarly situated; Plaintiff, v. GENERAL MILLS, INC.; and DOES 1 through 50, Inclusive, Defendants.	Case No: 26STCV21293 **PLAINTIFF'S CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiff Marsheynth Thomas, on behalf of himself, all other similarly situated and the general public, by and through his undersigned counsel, hereby sues General Mills, Inc. ("Defendant General Mills"), and alleges the following upon his own knowledge, or where he lacks personal knowledge, upon information and belief, including the investigation of his counsel:

NATURE OF THE ACTION

1. Defendant General Mills is a statewide and nationwide food manufacturer that specializes in producing various types of cereals to sell throughout California and the United States. The food items that Defendant General Mills markets to consumers includes its "CHEERIOS™ PROTEIN" cereal product line, which includes three flavors: (i) cinnamon; (ii) strawberry; and (iii) cookies & crème. (the "Product"; *see photo on next page*).

2. Through its uniform untrue and misleading advertising claims, General Mills misleads consumers about the nutritional value, disadvantages and benefits of the Product. Likewise, the marketing tactics General Mills employs, such as deceptively over- emphasizing the Product's protein levels and relying on material omissions about the Product's sugar concentration, perpetuate a false health halo marketing scheme that deceives consumer about the Product's health risks.

3. As described more fully below, consumers who purchased the Product were injured by Defendant General Mills' acts and omissions concerning Product's nutritional content. No reasonable consumer would know, or have reason to know, that the Product posed more egregious health risk than Defendant General Mills represented, or lacked the benefits Defendant General Mills advertised. Plaintiff would not have purchased the Product, bought as many boxes of the Product, or paid as much for the Product had Defendant General Mills marketed the Product transparently and represented the Product's nutritional benefits accurately.

4. Plaintiff brings this action against Defendant General Mills on behalf of himself, similarly-situated Class Members, and the general public to enjoin Defendant General Mills from deceptively marketing the Product, and to recover compensation for injured Class Members.

JURISDICTION AND VENUE

5. Plaintiff brings this action pursuant to Cal. Civ. Proc. Code §382 and Cal. Civ. Code §1781.

6. This Court has subject matter jurisdiction pursuant to the California Constitution, Article XI, §10 and California Code of Civil Procedure §410.10, because Defendant General Mills transacted business and committed the acts alleged in California. The Named Plaintiff and Class Members are citizens and residents of the State of California.

7. Venue is proper in this County pursuant to California Civil Code §1780(c) because Defendant General Mills has numerous principal places of business and headquarter corporate offices in California, including Los Angeles County. Additionally, Defendant General Mills conducts significant business here, engages in substantial transactions in this County, and because many of the transactions and material acts complained of herein occurred in this County, including specifically, the transactions between Plaintiff and Defendant General Mills and many of the

transactions between Defendant General Mills and the putative class. Venue is proper in this Court because Defendant General Mills receives substantial compensation from sales in Los Angeles County, and Defendant General Mills made numerous misrepresentations which had a substantial effect in Los Angeles County.

PARTIES

8. Plaintiff is a citizen of California and is domiciled in, and is a resident of San Los Angeles, California. Plaintiff purchased multiple falsely labelled units of the Product during the relevant time period (March 24, 2021, to present), including as recently as 2025, from supermarket and retail locations in Los Angeles County. Pursuant to *Swearingen v Late July Snacks*, Plaintiff reserves the right to broaden his proposed class to cover other deceptively marketed "Cheerios™ Protein" cereal product lines made by General Mills that perpetuate similar violations as asserted herein and maintains standing for such unpurchased good and items that have "sufficient similarity" to the Product. *Swearingen v. Late July Snacks LLC*, 2017 U.S. Dist. LEXIS 170928, at *15-16 (N.D. Cal. Oct. 16, 2017).

9. Defendant General Mills is a Minnesota corporation with principal place of businesses and headquarters located at Number One, General Mills Blvd., Minneapolis, MN 55426. Defendant General Mills manufactures, sells, and distributes the Product throughout California and on a nationwide basis. Moreover, as the Product's producer, Defendant General Mills oversees all decisions regarding the Product's California-wide and nationwide labelling and marketing scheme.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

10. Defendant General Mills has made, and continues to make false, deceptive and misleading claims and promises to consumers about the quality and benefits of the Product in a pervasive statewide marketing scheme that falsely touts the composition and value of the Product. The Product does not live up to the advertising claims made by Defendant General Mills.

11. The Product's front packaging displays large eye-catching claims about the cereal containing 8 grams of protein per serving. Additionally, the Product's title includes the word "protein" in highly-visible color and bold type. Despite having the word "protein" in its name and touting claims about containing eight grams of protein per serving, the Product actually has fifty

percent (50%) more sugar per serving than it does protein. The AHA (American Health Association) recommends that adult women and children should not consume more than 24 grams of added sugar per day. For men, the maximum recommended daily amount of added sugar is 36 grams per day. A single serving of the Product's "cookies & crème," and "strawberry" flavors contains 11 grams of added sugars, while the "cinnamon" Product has 12 grams of added sugars per serving. Hence, one serving of the Product covers approximately fifty percent of the recommended daily added sugar allowance for women and children, and totals nearly 33% of the recommended daily added sugar limit for men. Added sugar is linked with various health risks, including: obesity, diabetes, dementia, and cardiovascular disease. The advertising and labelling scheme Defendant General Mills implements for the Product is deceptive, misleading and unlawful because both individually and collectively, the Product's health halo marketing claims, including the cereal's name, falsely imply the Product is a cereal that proffers the health benefits associated with protein consumption and misrepresent the Product as a meal option that promotes well-being. In fact, the cereal contains high levels of total and added sugars, and possesses a nutritional composition that endangers human health. Defendant General Mills' marketing misleads consumers about the true qualities and characteristics of the Product, which instead of boosting well-being and overall health, actually contains injurious amounts of added and total sugars. The Product's marketing statements, labelling scheme and collective advertising claims deceive reasonable consumers about the Product's protein content, as well as the cereal's saturation of total and added sugars. The systematic dishonest marketing tactics Defendant General Mills' employs to mislead individuals include: the "Protein Cheerios" title and name of the Product itself; omissions; innuendo; inference; and falsity. Collectively, as well as individually, Defendant General Mills' health halo marketing statements are false, deceptive, and unlawful, including with respect to material omissions about the Product's primary characterizing ingredient: sugar. In sum the Product is anything but "protein" cereal. Instead, the Product's primary ingredient and key component is sugar, an ingredient that triggers many of the very health effects individuals are trying to avoid when they consume protein.

12. Defendant General Mills has made, and continues to make, false, deceptive, and misleading claims and promises to consumers about the Product in a pervasive, statewide, and

nationwide marketing scheme that falsely touts the benefits, value and risks of the Product. The Product does not live up to the advertising and labelling claims made by Defendant General Mills. Accordingly, Defendant General Mills' actions violate sections 1770(a)(2), (a)(5), (a)(7), (a)(9), and (a)(16) of the CLRA. As a direct and proximate result of Defendant General Mills' violations of the CLRA, Plaintiff and members of the Plaintiff Class, in reliance on Defendant General Mills' untrue representations about the Product, purchased units of the Product that they otherwise would not have purchased and are therefore entitled to restitution of monies in an amount to be determined at trial.

13. The purpose of the federal Food, Drug and Cosmetic Act ("FDCA") is to "protect the health and safety of the public at large." *POM Wonderful LLC v. Coca-Cola Co*., 573 U.S. 102, 108 (2014). Accordingly, the FDCA prohibits the "adulteration or misbranding of any food, drug, device, tobacco product, or cosmetic in interstate commerce." 21 U.S.C. § 331(b). Plaintiff's assertions do not interfere with any of these FDCA purposes. Instead, Plaintiff is contending that Defendant General Mills' omissions about the Product's true health risks and benefits enhance the deceptive marketing scheme the company has created for the Product. As made clear throughout Plaintiff's instant complaint, Defendant General Mills' current marketing, and advertising of the Product is deceptive, misleading, and unlawful due to labelling statements that are subject to the FDCA's prohibition on deceptive labelling.

14. When a reasonable consumer sees a cereal labelled as "protein," especially in connection with the accompanying eye-catching statements about the food having eight grams of protein per serving, s/he will not know, have any reason to conclude, or realize that the cereal's characterizing predominant nutrient is sugar. A reasonable consumer is also likely to be misled by the Product's labelling scheme in light of the slanted nutritional information. Moreover, although information about the Product's calories, sodium, added sugars and saturated fat (collectively referred to hereafter as the "non-protein" components) are reflected on the front packaging of the cereal, a court will still find that the Product's protein labels are likely to deceive a reasonable consumer since the details about the non-protein components are displayed in less prominent and smaller font compared to the packaging design and type style Defendant General Mills uses to advertise the macronutrient of protein . The Product's front label displays the word "Protein" in eye-

catching bold colors, with an accompanying large all-cap "PROTEIN 8G PER SERVING" symbol. In contrast, information about the non-protein components is shown in much smaller fonts, and placed on a barely-visible part of the Product's box. Hence, a court has ample grounds and justification to find that the Product's labelling scheme as a whole is misleading.

15. Defendant General Mills' misrepresentations about the Product's health benefits and nutritional content occur uniformly and directly on the Product's labels. Hence, Defendant General Mills' false marketing scheme about the Product transpires systematically and pervasively across all units of the Product that Defendant General Mills sells in California and United States.

16. Reasonable consumers rely on product labelling in making their purchasing decisions. As various studies and polls by reliable sources demonstrate, Americans want to increase their protein intake. Additionally, studies indicate that an increased demand for protein spans across various age groups; younger individuals seek protein to build muscle, while older-aged individuals tend to heighten their protein intake to stay strong and healthy. Food research firms predict that the demand for protein will likely continue to increase in the future, when more people start taking GLP-1 drugs (such as Ozempic) and rely on protein to suppress their appetites. Moreover, multiple food companies have found that revenue sales of their high-protein products rose by 4.3% in 2024. Similarly, for some food manufacturers, the sales of high-protein items climbed from approximately $435 million to $1.1 billion between 2021 and 2024. The characteristic of a food's protein quantity is undoubtedly material to consumers, and Defendant General Mills know this.

17. Plaintiff purchased boxes of the Product in California throughout the relevant time period, including in 2025 and the first quarter of this fiscal year. Plaintiff reasonably made his purchasing decision based upon the challenged advertised claims prominently displayed throughout the Product's packaging, advertising and labelling. Plaintiff purchased units of the Product without knowledge of fact that the Product contained more total and added sugars than Defendant General Mills represents, and he lacked notice that the Product perpetuated a misbranded advertising and packaging scheme. Plaintiff used his units of the Product as instructed and would not have purchased them if he had known that the Product's packaging, labelling and advertising as described herein were false, misleading, and deceptive. Plaintiff suffered injury in fact as is entitled to restitution

damages in an amount to be determined at trial. In reliance on Defendant General Mills' misleading marketing and deceptive advertising practices of the Product, Plaintiff and similarly situated class members were deceived into purchasing boxes of the Product they would otherwise would not have purchased or would have bought for a different price. Neither Plaintiff nor any of the member of the putative class received any of the benefits, or value they reasonably thought they were buying. Similarly, neither Plaintiff nor Class Members received units of the Product or a quality of cereal commensurate with what they reasonably expected to receive. Consequently, consumers are consistently misled into purchasing the Product for the commonly known and/or advertised benefits and characteristics when in fact no such benefits could be conferred by the Product.

18. Prior to purchasing the Product, Plaintiff and the Class members were exposed to, saw, read, and understood the labels of the Product, and relied upon the same in purchasing the Product. Plaintiff and the Class members purchased the Product in reliance upon Defendant General Mills' misleading labels that contained omissions. Had Plaintiff and the Class known that the Product lacked the nutritional value Defendant General Mills marketed, they would not have been willing to purchase the Product or would have paid less for it. Thus, as a direct and proximate result of Defendant General Mills' deceptive advertising scheme for the Product, Plaintiff and the Class Members purchased the Product and paid more for the Product than it was worth. Likewise, Plaintiff and the Class Members were harmed in the form of the moneys they paid for the Product which they otherwise would not have paid had they known the truth about the Product.

19. Defendant General Mills knew or should have known that Plaintiff and the Class Members would rely upon the packaging and marketing of the Product, and intended for them to do so, but failed to advertise the Product's nutritional content, health risks and physiological benefits in an accurate, non-misleading and non-deceptive manner.

20. Plaintiff and the Class Members were harmed in the form of the monies they paid for the Product which they would not otherwise have paid had they known the truth about the Product's health risks.

21. By use of its misleading labelling, Defendant General Mills created increased marketplace demand for the Product, and increased its market share, relative to what its demand and

share would have been had Defendant General Mills labelled the Product in a non-deceptive and non-misleading manner. Plaintiff would consider purchasing the Product in the future if Defendant General Mills changed the Product's marketing and labelled the cereal accurately.

22. Plaintiff lost money as a result of Defendant General Mills' deceptive claims and practices in that he did not receive what he paid for when purchasing the Product. Additionally, Plaintiff detrimentally altered his position and suffered damages in an amount equal to what he paid for the Product, or at least some portion thereof.

23. Plaintiff purchased units of the Product in California throughout the relevant time period, including in 2025. Plaintiff reasonably made his purchasing decision based upon the challenged advertised claims prominently displayed throughout the Product's packaging, advertising and labelling. Plaintiff purchased units of the Product without knowledge of fact that the Product perpetuated a misbranded advertising and packaging scheme. Plaintiff used his units of the Product as instructed and would not have purchased them if he had known that the Product's packaging, labelling and advertising as described herein were false, misleading, and deceptive. In reliance on Defendant General Mills' misleading marketing and deceptive advertising practices of the Product, Plaintiff and similarly situated class members were deceived into purchasing boxes of cereal they would otherwise would not have purchased or would have bought for a different price. Neither Plaintiff nor any of the member of the putative class received any of the health benefits, safety, freedom from risk of harm, or food composition they reasonably thought they were buying. Similarly, neither Plaintiff nor Class Members received units of the Product or a quality of food commensurate with what they reasonably expected to receive. Consequently, consumers are consistently misled into purchasing the Product for the commonly known and/or advertised benefits and characteristics when in fact no such benefits could be conferred by the Product.

24. Plaintiff and the Class lost money as a result of Defendant General Mills 's omissions and unfair practices in that they did not receive what they paid for when purchasing the Product.

25. Plaintiff would purchase the Product in the future if, because of an injunction requiring Defendant General Mills to market the Product's health risks and benefits accurately, when presently he could be assured, by the absence of a disclosure, that the Product's advertisements

represent the cereal's nutritional content accurately. But unless Defendant General Mills is enjoined in the manner Plaintiff requests, he may not be able to reasonably determine Defendant General Mills' deceptive advertising of the Product has been addressed. Plaintiff's substantive right to a marketplace free of fraud, where he is entitled to rely with confidence on representations such as those made by, continues to be violated every time Plaintiff is exposed to the Product's labels.

26. Defendant General Mills' unfair business practices that result in the deceptive advertising of the Product should also be enjoined. Absent such an injunction, Plaintiff cannot be assured that Defendant General Mills has stopped this unfair business practice of the Product's deceptive labelling scheme.

27. Plaintiff's legal remedies are inadequate to prevent these future injuries. Additionally, in reliance on Defendant General Mills' misleading marketing and deceptive advertising practices of the Product, Plaintiff and similarly situated class members were deceived into purchasing bags of the Product they would otherwise would not have purchased or would have bought for a different price. Neither Plaintiff nor any of the member of the putative class received any of the benefits, or value they reasonably thought they were buying. Similarly, neither Plaintiff nor Class Members received units of the Product or a quality of cereal commensurate with what they reasonably expected to receive. Consequently, consumers are consistently misled into purchasing the Product for the commonly known and/or advertised benefits and characteristics when in fact no such benefits could be conferred by the Product.

<u>CLASS ACTION ALLEGATIONS</u>

28. While reserving the right to redefine or amend the class definition prior to or as part of a motion seeking class certification, pursuant to Cal. Civil Proc. Code § 382 and Cal. Civ. Code § 1781, Plaintiff seeks to represent a class of all person in California, who, at any time from four years preceding the date of the filing of this Complaint to the time a class is notified (the "Class Period"), purchased, for personal or household use, and not for resale or redistribution, the Product (the "Class").

29. The members in the proposed Class are so numerous that individual joinder of all members is impracticable, and the disposition of the claims of all Class Members in a single action will provide a substantial benefit to the parties and Court.

30. Plaintiff's claims are typical of Class Members' claims because they are based on the same underlying facts, events, and circumstances relating to Defendant General Mills' conduct. Specifically, all Class Members, including Plaintiff, were subjected to the same unfair, misleading and unlawful conduct when they purchased the Product and suffered economic injury because of Defendant General Mills' business practices. Absent Defendant General Mills' business practice of unfairly, deceptively, and unlawfully labelling the Product by omitting material information regarding the cereal's nutritional risk and benefits, Plaintiff and Class Members would not have purchased the Product or would have paid less for them.

31. Plaintiff will fairly and adequately represent and protect the interests of the Class, have no interests incompatible with the interests of the Class, and have retained counsel competent and experienced in class action litigation, and specifically litigation involving mislabeled food products.

32. Class treatment is superior to other options for resolution of the controversy because the relief sought for each Class Member is small, such that, absent representative litigation, it would be infeasible for Class Members to redress the wrongs done to them.

33. Defendant General Mills acted on grounds applicable to the Class, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

34. Questions of law and fact common to Plaintiff and the Class include:

i. Whether Defendant General Mills communicated a message through the Product's packaging and advertising that conveyed to reasonable consumers that the Product had different health benefits and risks than the Product actually possessed;

ii. Whether that message was material, or likely to be material, to a reasonable consumer;

iii. Whether the challenged claims are false, misleading, or reasonably likely to deceive a reasonable consumer;

iv. Whether the omissions on the Product's labels with respect to the Product are material, or likely to be material, to a reasonable consumer;

v. Whether Defendant General Mills' conduct violates public policy;

vi. Whether Defendant General Mills' conduct violates state or federal statutes or regulations;

vii. The proper amount of damages, including punitive damages;

viii. The proper amount of restitution;

ix. The proper scope of injunctive relief;

x. The proper amount of attorneys' fees;

(b) These common questions of law and fact predominate over questions that affect only individual Class Members.

35. As a result of the foregoing, class treatment is appropriate under California Civil Proc. Code § 382.

<u>FIRST CAUSE OF ACTION</u>

Violation of Cal. Civ. Code §§1750, *et seq*.

36. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

37. The CLRA prohibits deceptive practices in connection with the conduct of a business that provides goods, property, or services, primarily for personal, family or household purposes. Similarly, the CLRA adopts a statutory scheme that prohibits various deceptive practices in connection with the conduct of a business providing goods, property or services primarily for personal, family or household purposes. Additionally, under California Civil Code § 1770, "a defendant has a duty to disclose under [the CLRA} when the fact is known to the defendant and the failure to disclose it is misleading in light of other facts that the defendant did disclose." *Gutierrez v. Carmax Auto Superstores California*, 19 Cal. App. 5th 1234, 1258 (2018).

38. Defendant General Mills' false and misleading labelling and other policies, acts, and

practices were designed to, and did, induce the purchase and use of the Product for personal, family, or household purposes. Defendant General Mills' policies, acts and practices were designed to, and did, result in the purchase and use of the Product primarily for personal, family, or household purposes, and violated and continue to violate the following sections of the CLRA: Sections 1770(a)(2); 1770(a)(5); 1770(a)(7); 1770(a)(9); and 1770(a)(16). Defendant General Mills' false and misleading labelling and other policies, acts, and practices were designed to, and did, induce the purchase and use of the Product for personal, family, or household purposes by Plaintiff and Class Members, and violated and continue to violate the following sections of the CLRA: §1770(a)(5)("representing that goods have characteristics, uses, or benefits which they do not have; §1770(a)(7)("representing that goods are of a particular, standard, quality or grade if they are of another"); §1770(a)(9)("advertising goods with intent not to sell them as advertised; and; §1770(a)(16)("representing the subject of a transaction has been supplied in accordance with a previous representation when it has not.")

39. Defendant General Mills profited from the sale of the falsely, deceptively, and unlawfully advertised Product to unwary consumers. As a result, in accordance with Cal. Civ. Code section 1780(a)(2), Plaintiff and members of the Class have suffered irreparable harm and are entitled to equitable relief in the form of an order: (a) enjoining Defendant General Mills from continuing to engage in the deceptive practices described above; (b) requiring Defendant General Mills to make full restitution of all monies wrongfully obtained as a result of the conduct described above; (c) requiring Defendant General Mills to disgorge all ill-gotten gains flowing form the conduct described above; (d) requiring Defendant General Mills to provide public notice of the true nature of the Product, including the Product's health risks, benefits and nutritional content; and (e) finding that Defendant General Mills willfully and knowingly violated the CLRA.

40. Defendant General Mills' wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the CLRA.

41. Pursuant to California Civil Code §1782, more than 30 days before filing this complaint, Plaintiff sent written notice of his claims and of Defendant General Mills' particular violations of the Act to Defendant General Mills by certified mail, return receipt requested, but

Defendant General Mills has failed to implement remedial measures.

42. Plaintiff and the Class have suffered harm and seek (a) actual damages resulting from purchases of the Defendant General Mills Product sold throughout the Class Period to all Class Members, (b) punitive damages, (c) injunctive relief in the form of modified advertised and corrective advertising plan, (d) restitution, and (e) attorneys' fees and costs. See Cal. Civ. Code §1782(d). Additionally, pursuant to Civil Code § 1780(a), Plaintiff and members of the Class seek compensatory damages, punitive damages, restitution, disgorgement of profits, and an order enjoining Defendant General Mills from deceptively marketing the Product, and pray for relief as set forth below.

<u>SECOND CAUSE OF ACTION</u>

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

43. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

44. The FAL provides that "[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services" to disseminate any statement "which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading." Cal. Bus. & Prof. Code §17500. California's False Advertising Law, Cal. Business & Profession's Code sections 17500 and 17508 proscribe "mak[ing] any false or misleading advertising claim." Moreover, it is also unlawful under the FAL to disseminate statements concerning property or services that are "untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading." *Id*.

45. As alleged herein, Defendant General Mills, in its labelling of the Product, makes "false [and] misleading advertising claim[s]," as it deceives consumers about the risks, benefits and nutritional value of the Product. Further, Defendant General Mills misleads consumers about the true qualities, benefits and characteristics of the Product.

46. Plaintiff suffered injury in fact as a result of Defendant General Mills' actions as set forth herein because Plaintiff purchased unit of the Product in reliance on Defendant General Mills'

false and misleading marketing claims about the Product. In reliance on Defendant General Mills' false and misleading advertising claims about the Product's risks, benefits and nutritional content, Plaintiff and Class Members purchased and used the Product without knowledge that the Product different health risks and benefits than marketed by Defendant General Mills.

47. Defendant General Mills' business practices as alleged herein constitute unfair, deceptive, untrue, and misleading advertising pursuant to the FAL because Defendant General Mills has advertised the Product in a manner that is untrue and misleading, which Defendant General Mills knew or reasonably should have known. Defendant General Mills knew or should have known that its labelling and marketing was likely to deceive consumers about the Product's benefits, characteristics, quality, nutritional content, health risks and psychological benefits.

48. Defendant General Mills profited from the sale of the falsely and deceptively advertised Product to unwary customers.

49. As a result, Plaintiff, and the Class, and the general public are entitled to injunctive and equitable relief, and an order for the disgorgement of the funds by which Defendant General Mills was unjustly enriched. Additionally, Plaintiff and Class Members are entitled to restitution, and pray for relief as set forth below.

50. Pursuant to Cal. Bus. & Prof. Code §17535, Plaintiff, on behalf of himself and the Class, seeks and order enjoining Defendant General Mills from continuing to engage in deceptive practices, false advertising, and any other act prohibited by law, including those set forth in this Complaint.

51. Because the Court has broad discretion to award restitution under the FAL and could, when assessing restitution under the FAL, apply a standard different than that applied to assessing damages under the CLRA, and restitution is not limited to returning to Plaintiff and Class Members monies in which they have an interest, but more broadly serves to deter the offender and others from future violations, the legal remedies available under the CLRA and commercial code are more limited than the equitable remedies available under the FAL, and are therefore inadequate.

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THIRD CAUSE OF ACTION

Violation of Business & Professions Code § 17200, *et seq*.

52. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

53. The UCL prohibits "any unlawful, unfair... or fraudulent business act or practice." Cal. Bus & Prof. Code § 17200.

54. Under California Business & Professions Code §17200, any business act or practice that is likely to deceive members of the public constitutes a fraudulent business act or practice.

55. The acts, omissions, misrepresentations, practices, and non-disclosures as of the alleged herein constitute business acts and practices.

A. "Unfair" and "Fraudulent" Prongs

56. Defendant General Mills' conduct within respect to the labelling, advertising and sale of the Product was unfair because Defendant General Mills' conduct was immoral, unethical, unscrupulous or substantially injurious to consumers, and the utility of Defendant General Mills' conduct, if any, does not outweigh the gravity of the harm to their victims.

57. The acts, omissions, misrepresentations, practices and non-disclosures of Defendant General Mills, as alleged herein constitute "fraudulent" business acts and practices, because Defendant General Mills' conduct is false and misleading to Plaintiff and members of the Class.

58. Defendant General Mills' labelling and marketing of the Product is likely to deceive Class Members about the value of the Product, including the Product's health risks, benefits and nutritional content.

59. Defendant General Mills knew or reasonably should have known that the name of and other statements on the packaging, labels and other marketing of the Product were likely to deceive consumers.

60. In accordance with California Business & Professions Code section 17203, Plaintiff seeks an order enjoining Defendant General Mills from continuing to conduct business through unlawful, unfair, and/or fraudulent acts and practices and to commence a corrective advertising campaign.

61. Plaintiff also seeks an order for the disgorgement and restitution of all monies from the sale of the Product that were unjustly acquired through acts of unlawful, unfair and/or fraudulent competition, and pray for relief as set forth below.

62. Courts have found and repeatedly affirmed that unfair competition includes deceptive or false advertising. *Committee on Children's Television, Inc. v. General Foods Corp.*, 35 Cal.3d 197, 213-214 (1983)

63. Defendant General Mills profited from the sale of the falsely, deceptively and unlawfully advertised Product to unwary consumers.

64. Plaintiff and Class Members are likely to continue to be damaged by Defendant General Mills' deceptive trade practices because Defendant General Mills continues to disseminate misleading information. Thus, injunctive relief enjoying Defendant General Mills' practices is proper.

65. Defendant General Mills' conduct caused and continues to cause substantial injury to Plaintiff and other Class Members. Plaintiff has suffered injury in fact as a result of Defendant General Mills' unlawful conduct.

66. Because Plaintiff's claims under the "unfair" prong of the UCL sweep more broadly than their claims under the FAL, CLRA, or UCL's "fraudulent" prong, Plaintiff's legal remedies are inadequate to fully compensate Plaintiff for all of Defendant General Mills' challenged behavior.

B. "Unlawful" Prong

67. California Business & Professions Code section 17200 ("UCL") prohibits any "unfair, unlawful or fraudulent business act or practice."

68. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendant General Mills, as alleged herein, constitute "unlawful" business acts and practices in that they violated the FDCA, and its implementing regulations, including but not limited to the sections identified below and throughout this complaint: (a) 21 U.S.C. § 321(n), which state the nature of a false and misleading advertisement; (b) 21 C.F.R. § 101.18(b), which prohibits true statements about ingredients that are misleading in light of the presence of other ingredients; and (c) 21 C.F.R. §

102.5 (c), which prohibits the naming of foods so as to create an erroneous impression about the presence or absence of ingredient(s) or the component(s) therein.

69. 21 U.S.C. § 343 states that a food product is misbranded if "its labelling is false or misleading in any manner, if it is offered for sale under the name of another food," or if it is an imitation of another food." Similarly, under California's Sherman Food, Drug and Cosmetic Law ("Sherman Law"), Article 6, Section 110660, "Any food is misbranded if its labelling is false or misleading in any particular."

70. As set forth herein, Defendant General Mills' labelling and marketing of the Product are "unlawful" under the UCL in that they violate at least the following laws: The FDCA and the correlative mandates of California's Sherman Law, the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et. seq.,* and the False Advertising Law*, Cal.* Bus. & Prof. Code §§ 17500, *et. seq.*

71. By violating these laws, Defendant General Mills has engaged in unlawful business acts and practices, which constitute unfair competition within the meaning of Business & Professions Code §17200.

72. Each of the challenged statements made and actions taken by Defendant General Mills violate the FDCA, federal regulations, the CLRA, the FAL and the Sherman Law, and therefore violate the "unlawful" prong of the UCL.

73. Defendant General Mills leveraged its deception to induce Plaintiff and Class Members to purchase products that were of a lesser value and had different characteristics than advertised.

74. Defendant General Mills' deceptive advertising caused Plaintiff and members of the Class to suffer injury in fact and to lose money or property, as it denied them the benefit of the bargain when they decided to purchase the Product over other cereals. Had Plaintiff and Class Members been aware of Defendant General Mills' false and misleading advertising tactics, they would not have purchased the Product at all, would have purchased fewer boxes of the Product or would have paid less than what they did for the Product.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and on behalf of the Class defined herein, prays for judgment and relief on all Causes of Action as follows:

A. This action be certified and maintained as a class action and certify the proposed class as defined, appointing Plaintiff as representative of the Class, and appointing the attorneys and law firms representing Plaintiff as counsel for the Class;

B. For an order declaring the Defendant General Mills' conduct violates the statutes referenced herein;

C. That the Court awards compensatory, statutory and/or punitive damages as to all Causes of Action where such relief is permitted;

D. That the Court awards Plaintiff and proposed class members the costs of this action, including reasonable attorneys' fees and expenses;

E. For an order enjoining Defendant General Mills from continuing to engage in the unlawful conduct and practices described herein;

F. That the Court awards equitable monetary relief, including restitution and disgorgement of all ill-gotten gains, and the imposition of a constructive trust upon, or otherwise restricting the proceeds of Defendant General Mills' ill-gotten gains, to ensure that Plaintiff and proposed class members have an effective remedy;

G. That the Court awards pre-judgment and post-judgment interest at the legal rate;

H. That the Court orders appropriate declaratory relief; and

I. That the Court grants such other and further as may be just and proper.

Dated: July 6, 2026 **DOGRA LAW GROUP PC**

By: ______________________________
Shalini Dogra
Attorney for Plaintiff
MARSHEYNTH THOMAS

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JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 6, 2026 **DOGRA LAW GROUP PC**

By: ______________________________

Shalini Dogra
Attorney for Plaintiff
MARSHEYNTH THOMAS