Shalini Dogra, SBN 309024
shalini@dogralawgroup.com
DOGRA LAW GROUP PC
2219 Main Street, Unit 239
Santa Monica, CA 90405
Telephone: (747) 234-6673
Facsimile: (310) 868-0170
Attorneys for Named Plaintiff ANA SHORLEY and Proposed Class

Electronically FILED by Superior Court of California, County of Los Angeles 7/13/2026 12:00 AM David W. Slayton, Executive Officer/Clerk of Court, By A. Zadorian, Deputy Clerk

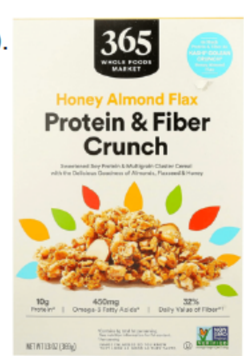
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

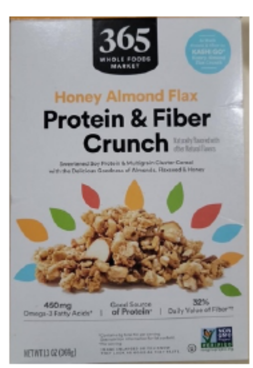
ANA SHORLEY, on behalf of herself and all others similarly situated; Plaintiff, v. WHOLE FOODS MARKET CALIFORNIA, INC.; WHOLE FOODS MARKET, INC; MRS.GOOCH'S NATURAL FOOD MARKETS, INC.; and DOES 1 through 50, Inclusive, Defendants.	Case No: 26STCV21913 **PLAINTIFF'S CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

Plaintiff Ana Shorley, on behalf of herself, all other similarly situated and the general public, by and through her undersigned counsel, hereby sues Whole Foods Market California, Inc., Whole Foods Market, Inc., and Mrs. Gooch's Natural Food Markets, Inc. (collectively hereinafter "WFM"), and alleges the following upon her own knowledge, or where she lacks personal knowledge, upon information and belief, including the investigation of her counsel:

NATURE OF THE ACTION

1. WFM is a statewide and nationwide food market that specializes in producing and selling various types of foods throughout California and the United States. The food items that WFM markets to consumers includes its "Honey Almond Flax Protein & Fiber Crunch" granola cereal product line. (the "Product"; *see photos at right*).





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

3. The systematic dishonest marketing tactics WFM's employs to mislead individuals include: omissions; innuendo; inference; and falsity. Moreover, the Product's front packaging displays large eye-catching claims about the cereal being a "good source of protein" and containing 32% of daily recommended of fiber per serving. The Product's front labelling also makes overt representations about the granola cereal's saturation amount of omega-3 fatty acids. Additionally, the Product's title includes the word "protein" and "fiber" in highly-visible color and bold type. While having the word "protein" and "fiber" in its name and touting claims about containing ten grams of protein and 32% of daily value of fiber per serving, the Product's most predominant and saturated ingredient is sugar. The Product has more added sugar and total sugar per serving in comparison to protein and fiber content. Per each serving of fifty-eight (58) grams, the Product yields ten (10) grams of protein, nine (9) grams of fiber and fourteen (14) grams of sugar4. In other words, the Product has forty percent (40%) more sugar per serving than it does protein. Moreover, the Product has nearly fifty percent (50%) more sugar than fiber. The labelling designs for some of the Product's units that WFM sold and continues to sell California-wide during the relevant time period go beyond marketing the granola as "a good source of protein," and advertise explicit false claims about the Product containing ten grams of protein per serving.

4. The Product contains high levels of total and added sugars, and possesses a nutritional composition that endangers human health. WFM's 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 and fiber content, as well as the cereal's saturation of total and added sugars. The systematic dishonest marketing tactics WFM's employs to mislead individuals include: the "Protein & Fiber" title and name of the Product itself; omissions; innuendo; inference; and falsity. Collectively, as well as individually, WFM's 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" or "fiber" granola 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 and fiber.

5. The gravamen of WFM's misconduct includes the fact that WFM misled (and continues to mislead) consumers about the Product's total and added sugars, as well as the impact the cereal has on human health. Thus, WFM 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 WFM.

6. As described more fully below, consumers who purchased the Product were injured by WFM's acts and omissions concerning Product's benefit. No reasonable consumer would know, or have reason to know, that the Product lacked the nutritional value that WFM represented, or lacked the benefits WFM advertised. Plaintiff would not have purchased the Product, bought as many boxes of the Product, or paid as much for the Product had WFM marketed the Product transparently and represented the Product's nutritional value accurately.

7. Plaintiff brings this action against WFM on behalf of herself, similarly-situated Class Members, and the general public to enjoin WFM from deceptively marketing the Product, and to recover compensation for injured Class Members.

JURISDICTION AND VENUE

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

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

10. Venue is proper in this County pursuant to California Civil Code §1780(c) because WFM has numerous principal places of business and headquarter corporate offices in California, including Los Angeles

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

PARTIES

11. 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 (April 7, 2021 to present), including in early 2025, from supermarket and retail locations in Los Angeles County.

12. Whole Foods Market California, Inc. is a corporation with principal place of businesses and headquarters located at California and Texas. Defendant Whole Foods Market California manufactures, sells, and distributes the Product throughout California and on a nationwide basis. Moreover, as the Product's producer, Defendant Whole Foods Market California oversees all decisions regarding the Product's California-wide and nationwide labelling and marketing scheme. Whole Foods Market, Inc. is a corporation with principal place of businesses and headquarters in California and Texas. Defendant Whole Foods Market manufactures, sells, and distributes the Product throughout California and on a nationwide basis. Moreover, as the Product's producer, Defendant Whole Foods Market oversees all decisions regarding the Product's California-wide and nationwide labelling and marketing scheme. Mrs. Gooch's Natural Foods Markets, Inc. is a corporation with principal place of businesses and headquarters located in Texas, as well as in the city of Glendale in the State of California. Defendant Mrs. Gooch's Natural Foods Markets, sells, and distributes the Product throughout California and on a nationwide basis. Moreover, as the Product's producer, Defendant Mrs. Gooch's Natural Foods Markets oversees all decisions regarding the Product's California-wide and nationwide labelling and marketing scheme.

///

///

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

13. WFM 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 WFM. By way of the Product's uniform labelling and packaging, WFM misrepresents the Product's nutritional benefits.

14. 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 WFM's omissions about the Product's nutritional benefits enhance the deceptive marketing scheme the company has created for the Product. As made clear throughout Plaintiff's instant complaint, WFM's 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.

15. When a reasonable consumer sees a granola cereal food labelled as "protein," and "fiber" especially in connection with the accompanying eye-catching statements about the food having ten grams of protein per serving, being a good source of protein, and containing thirty-two percent of daily recommended fiber value, 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. Hence, a court has ample grounds and justification to find that the Product's labelling scheme as a whole is misleading.

16. 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 contains 13 grams of added sugars. 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 WFM 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. WFM further perpetuates its misleading advertisements for the Product by marketing the granola cereal with deceptive comparisons to competitor products. The Product's front label states that the cereal has "as much protein and fiber as KASHI GO® Honey Almond Flax Crunch." Yet, WFM conveniently leaves out the fact that the Product contains more total and added sugars than the KASHI GO® Honey Almond Flax Crunch cereal.

17. The research firm Hartman Group found that in 2023, sixty-four percent of Americans wanted 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. In sum, as various sources of independent data and research demonstrate, the characteristic of a food's protein quantity is undoubtedly material to consumers.

18. Plaintiff purchased units of the Product from grocery locations in California throughout the covered time period, including in 2025. Plaintiff reasonably made her purchasing decision based upon the challenged packaging and labelling and advertising claims prominently displayed on the Product's labelling and packaging scheme. Moreover, as various studies and polls by reliable sources demonstrate, consumers are willing to pay more for foods that have higher amount of protein. As detailed in preceding sections of Plaintiff's complaint, the amount of protein in the Product is undoubtedly a characteristic that is material to consumers, and WFM know this.

19. In reliance on WFM's 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. Furthermore, as affirmed by relevant case law, Plaintiff has standing to seek injunctive relief and unjust enrichment.

20. WFM's misrepresentations about the Product's nutritional value occur uniformly and directly on the Product's labels. Hence, WFM's false marketing scheme about the Product transpires systematically and pervasively across all units of the Product that WFM sells in California and United States.

21. Plaintiff purchased boxes of the Product in California throughout the relevant time period, including in 2025. Plaintiff reasonably made her 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 lacked the nutritional benefits that WFM advertises, and she lacked notice that the Product perpetuated a misbranded advertising and packaging scheme. Plaintiff used her units of the Product as instructed and would not have purchased them if she had known that the Product's packaging, labelling and advertising as described herein were false, misleading, and deceptive.

22. WFM 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. benefits in an accurate, non-misleading and non-deceptive manner.

23. 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 nutritional benefits

24. By use of its misleading labelling, WFM created increased marketplace demand for the Product, and increased its market share, relative to what its demand and share would have been had WFM labelled the Product in a non-deceptive and non-misleading manner. Plaintiff would consider purchasing the Product in the future if WFM changed the Product's marketing and labelled the cereal accurately.

25. Plaintiff lost money as a result of WFM's deceptive claims and practices in that she did not receive what she paid for when purchasing the Product. Additionally, Plaintiff detrimentally altered her position and suffered damages in an amount equal to what she paid for the Product, or at least some portion thereof.

26. Plaintiff would not have purchased the Product, bought as many boxes of the Product, or paid as much for the Product had WFM marketed the Product transparently and represented the Product's protein, fiber, total and added sugar amount, and nutritional value in an accurate manner. Likewise, Plaintiff would not have purchased the Product, would have bought fewer boxes of the Product, or would have paid a lower price for the Product had she understood the Product' true nutritional character and health risks. Plaintiff believed that consuming the Product would benefit her health, as well as provide a healthier breakfast option in comparison to a cereal with excessive total and/or added sugars, the consumption of which is associated to many health problems and also discouraged by numerous health experts. Plaintiff was not familiar with how many grams of sugar are in a teaspoon and/or about the daily recommended added sugar limits for humans. Nor did Plaintiff understand the possible negative health implications that could transpire from regularly consuming the Product. Plaintiff would not have purchased the Product, as many boxes of the cereal, and/or would have paid less for the Product, had she understood the cereal's nutritional properties and/or the Product's total and added sugar amounts per serving. Thus, Plaintiff lost money as a consequence of WFM's misleading and unlawful advertising.

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

28. Plaintiff would purchase the Product in the future if, because of an injunction requiring WFM to market the Product's true nutritional content accurately, when presently she could be assured, by the absence of a disclosure, that the Product's advertisements represent the granola cereal's nutritional value accurately. But unless WFM is enjoined in the manner Plaintiff requests, she may not be able to reasonably determine WFM's deceptive advertising of the Product has been addressed. Plaintiff's substantive right to a marketplace free of fraud, where she 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.

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

30. Plaintiff's legal remedies are inadequate to prevent these future injuries. Additionally, in reliance on WFM's 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. Additionally, Plaintiff has standing to seek injunctive relief and unjust enrichment.

CLASS ACTION ALLEGATIONS

31. 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 persons in California, who, at any time from April 7, 2021 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").

32. 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.

33. Plaintiff's claims are typical of Class Members' claims because they are based on the same underlying facts, events, and circumstances relating to WFM's 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 WFM's business practices. Absent WFM's business practice of unfairly, deceptively, and unlawfully labelling the Product by omitting material information regarding the granola cereal's nutritional value, Plaintiff and Class Members would not have purchased the Product or would have paid less for them.

34. 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.

35. 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.

36. WFM acted on grounds applicable to the Class, thereby making appropriate final injunctive and declaratory relief concerning the Class as a whole.

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

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

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

iii. Whether WFM's conduct violates public policy;

iv. Whether WFM's conduct violates state or federal statutes or regulations;

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

vi. The proper amount of restitution;

vii. The proper scope of injunctive relief;

viii. The proper amount of attorneys' fees;

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

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

FIRST CAUSE OF ACTION

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

(On Behalf of Plaintiff and Class Against All Defendants)

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

40. 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).

41. WFM's 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. WFM's 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). WFM's 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.")

42. WFM 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 WFM from continuing to engage in the deceptive practices described above; (b) requiring WFM to make full restitution of all monies wrongfully obtained as a result of the conduct described above; (c) requiring WFM to disgorge all ill-gotten gains flowing form the conduct described above; (d) requiring WFM to provide public notice of the true nature of the Product, including the Product's nutritional content; and (e) finding that WFM willfully and knowingly violated the CLRA.

43. WFM's wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the CLRA.

44. Pursuant to California Civil Code §1782, more than 30 days before filing this complaint, Plaintiff sent written notice of her claims and of WFM's particular violations of the Act to WFM by certified mail, return receipt requested, but WFM has failed to implement remedial measures.

45. Plaintiff and the Class have suffered harm and seek (a) actual damages resulting from purchases of the WFM 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 WFM from deceptively marketing the Product, and pray for relief as set forth below.

SECOND CAUSE OF ACTION

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

(On Behalf of Plaintiff and Class Against All Defendants)

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

47. 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*.

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

49. Plaintiff suffered injury in fact as a result of WFM's actions as set forth herein because Plaintiff purchased unit of the Product in reliance on WFM's false and misleading marketing claims about the Product. In reliance on WFM's false and misleading advertising claims about the Product's nutritional benefits, Plaintiff and Class Members purchased and used the Product without knowledge that the Product lacked the nutritional benefits that marketed by WFM.

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

51. WFM profited from the sale of the falsely and deceptively advertised Product to unwary customers.

52. 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 WFM was unjustly enriched. Additionally, Plaintiff and Class Members are entitled to restitution, and pray for relief as set forth below.

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

54. 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.

THIRD CAUSE OF ACTION

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

(On Behalf of Plaintiff and Class Against All Defendants)

55. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs

above as if fully set forth herein.

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

57. 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.

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

A. "Unfair" and "Fraudulent" Prongs

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

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

61. WFM's labelling and marketing of the Product is likely to deceive Class Members about the value of the Product, including the Product's total nutritional content.

62. WFM 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.

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

64. 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.

65. Notably, 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)

66. WFM profited from the sale of the falsely, deceptively and unlawfully advertised Product to

unwary consumers.

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

68. WFM's conduct caused and continues to cause substantial injury to Plaintiff and other Class Members. Plaintiff has suffered injury in fact as a result of WFM's unlawful conduct.

69. 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 WFM's challenged behavior.

B. "Unlawful" Prong

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

71. The acts, omissions, misrepresentations, practices, and non-disclosures of WFM, 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.

72. 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."

73. As set forth herein, WFM's 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.*

74. By violating these laws, WFM has engaged in unlawful business acts and practices, which

constitute unfair competition within the meaning of Business & Professions Code §17200.

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

76. WFM leveraged its deception to induce Plaintiff and Class Members to purchase products that were of a lesser value and had different characteristics than advertised.

77. WFM's 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 granola cereals. Had Plaintiff and Class Members been aware of WFM's false and misleading advertising tactics, they would not have purchased the Product at all, would have purchased fewer bags of the Product or would have paid less than what they did for the Product.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself 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 WFM's 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 WFM 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 WFM's 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 12, 2026 **DOGRA LAW GROUP PC**

By: ______________________________
Shalini Dogra
Attorney for Plaintiff
Ana Shorley

JURY DEMAND

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

Dated: July 12, 2026 **DOGRA LAW GROUP PC**

By: ______________________________
Shalini Dogra
Attorney for Plaintiff
Ana Shorley