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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

<p>EDWARD SALAMANCA, on behalf of himself and all others similarly situated, Plaintiff, v. GENERAL MILLS, INC., Defendant.</p>	<p>Case No. CLASS ACTION COMPLAINT <u>DEMAND FOR JURY TRIAL</u></p>
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Plaintiff Edward Salamanca (“Plaintiff”), a resident of California, individually and on behalf of others similarly situated, by and through his undersigned counsel, hereby files this Class Action Complaint for Equitable Relief and Damages, against Defendant, General Mills, Inc., and its wholly owned subsidiaries (collectively, “General Mills” or “Defendant”), and alleges as follows:

1. Defendant aggressively advertises and promotes its Nature Valley products (as defined below) as “Made with 100% Natural Whole Grain Oats” (*see Product Image, infra.*). These claims are false, misleading, and deceptive. The products at issue do not comprise “100% natural whole grain oats,” but instead contain the chemical glyphosate, a potent biocide and human endocrine disruptor, with detrimental health effects that are still becoming known.



2. Although the exact source of glyphosate in these oat products is known only to General Mills and its suppliers,¹ glyphosate most likely makes its way into the products when

¹ Based on initial testing and research, the oats are most likely the source of glyphosate in the Products. Further discovery will reveal the precise source of the glyphosate.

the oat crops are sprayed with the chemical in order to dry them out and produce an earlier, more uniform harvest—a practice with no health benefits, meant only to increase yield and, therefore, profit.

3. Plaintiff brings this deceptive advertising case on behalf of a class of California consumers who purchased the oat products, and seek relief including refunds to purchasers for the falsely advertised products and a court-ordered corrective advertising campaign to inform the public of the true nature of General Mills' glyphosate-contaminated products.

INTRODUCTION

4. This is a proposed consumer protection class action against General Mills for injunctive relief and economic damages based on misrepresentations and omissions committed by General Mills regarding Nature Valley, which General Mills falsely and deceptively labels and markets as "Made with 100% Natural Whole Grain Oats." In fact, the products contain glyphosate, a potent and *unnatural* biocide.

5. Specifically, the products at issue² include, but are not limited to:

- a. Crunchy granola bars (Oats 'n Honey, Peanut Butter, Maple Brown Sugar, Vanilla Almond Nut & Seed, Coconut, Pecan, and other varieties);
- b. Trail Mix chewy granola bars (Fruit & Nut, Dark Chocolate & nut, and other varieties);
- c. Sweet & Salty Nut granola bars (Peanut, Almond, and other varieties);
- d. Breakfast Biscuits (Honey, Blueberry, Lemon Poppy Seed, and other varieties);
- e. Biscuits (with Almond Butter, with Peanut Butter, and other varieties);
- f. Oatmeal Squares (Blueberry, Peanut Butter, Cinnamon Brown Sugar, Banana Bread & Dark Chocolate, and other varieties);

² Discovery may demonstrate that additional General Mills products are within the scope of this Complaint.

- g. Oatmeal Bars (Peanut Butter, Cinnamon Brown Sugar, and other varieties); and
- h. Oatmeal Bistro Cups (Brown Sugar Pecan, Apple Cinnamon Almond, and other varieties) (collectively, “Nature Valley” or the “Products”).

6. Aware of the health risks and environmental damage caused by artificial-chemical-laden foods, especially packaged foods, consumers increasingly demand foods that are natural and whole, and that omit artificial chemicals.

7. General Mills knows that consumers seek out and wish to purchase whole, natural foods that do not contain artificial chemicals, and that consumers will pay more for foods that they believe to be natural than they will pay for foods that they do not believe to be natural.

8. To capture this growing market, General Mills labels the Products as “Made with 100% Natural Whole Grain Oats.”

9. No reasonable consumer, seeing these representations, would expect that the oats or any ingredients in the Products to contain anything unnatural, or anything other than the labeled ingredients.

10. However, the Products, despite the labels, do contain something that is unnatural, namely, glyphosate.

11. Glyphosate is not “Natural.” Glyphosate is a synthetic biocide and a human endocrine disruptor, with additional health dangers becoming known.

12. The amount of glyphosate in the Products is 0.45 parts per million (ppm), as tested by an independent laboratory using liquid chromatography mass spectrometry with a reporting limit of 0.02 ppm.

13. General Mills does not disclose the presence of glyphosate in the Products; instead, it misrepresents that the Products are natural and falsely claims that they are “Made with 100% Natural Whole Grain Oats.”

14. By deceiving consumers about the nature, quality, and/or ingredients of the

Products, General Mills is able to sell a greater volume of the Products, to charge higher prices for the Products, and to take away market share from competing products, thereby increasing its own sales and profits.

15. Consumers lack the scientific knowledge necessary to determine whether the oats or other ingredients in the Products are in fact “100% Natural,” to know or to ascertain the true ingredients and quality of the Products, or to assess the safety of ingesting glyphosate. Reasonable consumers must and do rely on General Mills to report honestly what the Products contain, and whether the ingredients are in fact “100% Natural.”

16. Across all Nature Valley products, General Mills conceals the presence of glyphosate, and fails to disclose to consumers of the presence of glyphosate.

17. Should any consumer seek further information, General Mills’ Nature Valley website declares that Nature Valley are full of “whole grain goodness” and a “treat of quality whole grain,” and “premium restaurant quality oatmeal.” The website further promotes the health benefits of Nature Valley, stating, for example, the Products “provide nutritious energy. *See* <http://www.naturevalley.com/category/product-categories/> at pages 1-8, last visited August 11, 2016.

18. General Mills intended for consumers to rely on its representations, and hundreds of thousands of reasonable consumers did in fact so rely. As a result of its false and misleading labeling and omissions of fact, General Mills was able to sell Nature Valley to hundreds of thousands of consumers throughout the United States and to realize sizeable profits.

19. General Mills’ false and misleading representations and omissions of fact violate the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the “CLRA”); the False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.* (the “FAL”); the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (the “UCL”); and common law.

20. Plaintiff is not seeking damages for any personal injuries in this Complaint;³ instead, this case is based on General Mills' misrepresentations and omissions regarding the Products purchased by Plaintiff and Class Members during the class period, defined below.

21. Plaintiff and numerous other Class Members who purchased the Products suffered economic damages in a similar manner because they purchased more of, or paid more for the Products than they would have had they known the Products were not "Natural," or "Made with 100% Natural Whole Grain Oats" as labeled and marketed. When a product purports to include "100% Natural" ingredients, consumers not only are willing to pay more for the product, they expect it to be pesticide-free. Had Plaintiff and Class Members known at or before the time of purchase that the Products in fact contain glyphosate, a synthetic biocide with human health effects, they would not have purchased or used the Products, and they will not continue to use them unless and until remedial action is taken.

22. Plaintiff, and all other similarly situated consumers, did not bargain for Products that contain unnatural ingredients⁴ in exchange for their payment of the purchase price. Plaintiff contends that the Products are not "Natural," or "Made with 100% Natural Whole Grain Oats" as labeled and marketed, and as a result, such representations mislead consumers into purchasing the Products.

23. The Products are sold pursuant to unlawful trade practices because they offend public policy and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

24. Accordingly, Plaintiff seeks relief equal to the aggregate retail purchase price paid by Plaintiff and Class Members during the Class Period, because the Products are worthless and useless due to General Mills' misrepresentations regarding the true nature, quality, and

³ All potential claims for individual tort relief by Plaintiff and putative Class Members are preserved and outside the scope of the damages sought in this litigation.

⁴ As glyphosate is added to oats during production, it is an ingredient in the final product.

ingredients of the Products and its failure to disclose to consumers of the presence of glyphosate and the harmful effects of ingesting glyphosate.

25. Plaintiff brings this action to stop General Mills' deceptive and misleading practices.

JURISDICTION AND VENUE

26. This Court has original subject-matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act ("CAFA"). CAFA explicitly provides for the original jurisdiction of the federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff is a citizen of California, and on information and belief, defendant General Mills is a citizen of Delaware and Minnesota. On information and belief, the amount in controversy exceeds \$5,000,000.00.

27. This Court has personal jurisdiction over the parties in this case. Plaintiff is a citizen of California and resident of San Leandro, Alameda County, California. General Mills purposefully avails itself of the laws of California to market the Products to consumers in California, and distributes the Products to numerous retailers throughout California.

28. Venue is proper in this District under 28 U.S.C. § 1331(b)(1). Substantial acts in furtherance of the alleged improper conduct, including the dissemination of false and misleading information regarding the nature, quality, and/or ingredients in the Products, occurred within this District.

PARTIES

29. At all times mentioned herein, General Mills, Inc. was a Delaware corporation headquartered in Minneapolis, Minnesota, and a leading global manufacturer and marketer of branded consumer foods sold through retail stores. General Mills was, at all relevant times, engaged in commercial transactions throughout the State of California, including this judicial

District, including internet sales.

30. General Mills makes, markets, sells, and distributes food products under various trademarks, including Nature Valley. General Mills manufactures and/or causes the manufacture of oat-based food products, and markets and distributes the products in retail stores in California and throughout the United States.

31. At all times mentioned herein, Plaintiff was and is an individual consumer over the age of 18, a citizen of the State of California, and a resident of the County of Alameda. During the class period, Plaintiff has purchased the Products (specifically, Nature Valley Crunchy Oats ‘n Honey granola bars and Fruit and Nut Trail Mix chewy granola bars) on several occasions, often in bulk, from Costco and Marina Valero in San Leandro, California.

FACTUAL ALLEGATIONS

32. In deciding to make these purchases, Plaintiff saw, relied upon, and reasonably believed General Mills’ representations that the Products are natural, healthful, and “Made with 100% Natural Whole Grain Oats.”

33. When a product purports to be comprised of “100% Natural” ingredients, consumers not only are willing to pay more for the product, they expect it to be free from artificial chemicals such as biocides.

34. Plaintiff was willing to pay more for the Products because he expected the Products to be free from artificial chemicals such as biocides.

35. Had Plaintiff known at the time that the Products contain the unnatural biocide glyphosate, he would not have purchased or continued to purchase the Products.

36. Had Defendant disclosed the dangers of ingesting glyphosate, and of the presence of glyphosate in the Products, he would not have purchased or continued to purchase the Products.

37. If the Products were reformulated such that General Mills’ representations were truthful, *i.e.*, such that they were “Made with 100% Natural Whole Grain Oats” and did not

contain glyphosate, Plaintiff would consider purchasing the Products in the future.

A. General Mills Cultivates a “Natural” Brand Image for the Products

38. American consumers increasingly and consciously seek out natural and healthful food products. Once a small niche market, healthful, natural foods are now sold by conventional retailers, and their sales continue to soar. The trend toward natural and healthful food products includes, for many consumers, a preference for whole grains over processed or otherwise refined grains.

39. Consumers value natural foods, including whole grains, for a myriad of health, environmental, and political reasons, including avoiding chemicals and additives, attaining health and wellness, helping the environment, and financially supporting companies that share these values.

40. Hoping to capture this growing market, General Mills markets Nature Valley as a natural and healthful choice that is “Made with 100% Natural Whole Grain Oats.” General Mills does not disclose the presence of glyphosate in the Products.

41. A recent nationally representative Consumer Reports survey (PDF) of 1,005 adults found that more than half of consumers usually seek out products with a "natural" food label, often in the false belief that they're produced without genetically modified organisms, hormones, pesticides, or artificial ingredients. *See Consumer Reports National Research Center, Natural Food Labels Survey (2015).*⁵

42. General Mills cultivates an image of Nature Valley as a healthful, wholesome, impurity-free brand—the kind of company whose label claims can be trusted, stating on its website: “*Nature Valley* created the granola bar category in 1975. Much has changed in nearly four decades. One thing hasn’t. No matter how many new flavors we create, be assured

⁵ Available at http://www.consumerreports.org/content/dam/cro/magazine-articles/2016/March/Consumer_Reports_Natural_Food_Labels_Survey_2015.pdf, last visited August 19, 2016.

that with *Nature Valley* you're always getting *The Taste Nature Intended.*" See <http://www.generalmills.com/Brands/Snacks/nature-valley>, last visited August 11, 2016 (italics in original).

43. General Mills presents itself as a leader in the production of oats, touting their health benefits and environmentally friendly properties:

Oats are at the core of General Mills' business.

Our company has brought the power of oats to consumers since 1941, when we introduced *Cheerioats* – the first ready-to-eat cereal made from oats.

We believe in the goodness of oats. They are nutrient-dense, affordable, naturally gluten-free and come in convenient forms.

Oats are unique in many ways:

- They have the highest concentrations of protein among common varieties of whole grains, more soluble fiber than most other whole grains, are a top source of the soluble fiber, beta-glucan, and contain unique antioxidants.
- Oats naturally taste good and, when roasted, develop a nutty oat flavor.
- Oats are a sustainable crop – oats are a hardy grain that require little water to grow.

See <http://www.generalmills.com/en/Health/well-being/whole-grain>, last visited August 11, 2016.

44. General Mills also promotes the health benefits of its products, explaining, "Eating grains, especially whole grains, provides health benefits. People who eat whole grains as part of a healthy diet have a reduced risk of some chronic diseases. Grains provide many nutrients that are vital for the health and maintenance of our bodies." See <http://www.generalmills.com/en/Health/well-being/whole-grain>, last visited July 20, 2016.

45. Nowhere on its website does General Mills mention the presence of glyphosate in Nature Valley.

46. Nowhere on its website does General Mills explain the health risks of ingesting

glyphosate.

47. Nowhere on its website does General Mills explain the environmental risks presented by glyphosate.

B. Nature Valley: Presented as “100% Natural” and “Healthy”

48. General Mills prominently labels Nature Valley Crunchy granola bars as “Made with 100% Natural Whole Grain Oats.” These representations appear on the front label of the product.

49. Should any consumer seek additional information from the back of the label, General Mills lists the product’s main ingredient as “Whole Grain Oats.”

50. General Mills states, on the packaging of its Nature Valley Crunchy granola bars, “Nature Valley™ Crunchy bars start with the **best ingredients** from nature like 100% natural whole grain oats and honey.”

51. Should any consumer seek further information, General Mills’ Nature Valley website declares: “Nature Valley Crunchy bars start with the best ingredients from nature like 100% natural whole grain oats and honey.” *See* www.naturevalley.com/crunchy/, last visited August 11, 2016.

52. The Nature Valley website states: “Our bars come straight from nature. Sun-dried raisins. Crunchy peanuts. Sweet cranberries. Wholesome almonds and oats. And an occasional dash of rich dark chocolate. Take them on the trail, put them in your pack, stock a drawer at work – no matter where you are, our bars keep you going for all of life’s adventures.” *See* http://www.naturevalley.com/nature_valley_products/, last visited August 11, 2016.

53. Regarding Nature Valley Biscuits, the website states: “Nature Valley Biscuits® combine a delicious crispy texture, and the goodness of 100% natural whole grain oats.” *See*, e.g., www.naturevalley.com/nv-products/blueberry-biscuits/, last visited August 11, 2016.

54. Regarding Nature Valley Oatmeal Bistro Cups, the website declares: “Made with 100% natural whole grain oats simply brew, stir and enjoy!” *See* www.naturevalley.com/nv-

products/brown-sugar-pecan-bistro-cups/, last visited August 11, 2016.

55. Regarding Nature Valley Oatmeal Squares, the website declares: “100% nature whole grain oats soft baked to perfection.” *See* <http://www.naturevalley.com/nv-products/cinnamon-brown-sugar-oatmeal-squares/>, last visited August 11, 2016.

56. Several retailer websites extoll the purported health benefits of the Products: “It’s not only wholesome but also *healthy* and makes snack time a lot of fun.” *See* <http://www.annassupermarket.com/#!product/prd1/2489707351/nature-valley-value-pack-24-bars>, last visited August 11, 2016; <https://www.diapers.com/p/nature-valley-crunchy-granola-bars-value-pack-oats-n-honey-0-74-oz-24-ct-210256>, last visited August 11, 2016; <https://www.amazon.com/Nature-Valley-Oats-Honey-Value/dp/B00MFC60K0>, last visited August 11, 2016 (emphasis added).

57. Upon information and belief, General Mills has profited enormously from its falsely marketed products and its carefully orchestrated label and image.

58. Representing that a product is “Natural,” “Made with 100% Natural Whole Grain Oats,” and “Healthy” is a (false) statement of fact.

59. Failing to disclose that a product contains glyphosate is an omission of relevant and material fact.

60. Consumers reasonably believe that a product or ingredient represented as natural or 100% natural does not contain synthetic ingredients and that a product labeled “Made with 100% natural whole grain oats” does not contain synthetic chemicals in its oat ingredients.

61. Consumers reasonably believe that a product or ingredient represented as natural or 100% natural does not contain biocides and that a product labeled “Made with 100% natural whole grain oats” does not contain a biocide in its oat ingredients.

62. In 2014, the Consumer Reports National Research Center conducted a nationally representative phone survey to assess consumer opinion regarding food labeling. *See* <http://www.greenerchoices.org/pdf/consumerreportsfoodlabelingsurveyjune2014.pdf>, last visited

August 11, 2016.

63. Sixty-six percent of all respondents in the Consumer Reports survey said that a “natural” label on packaged and processed foods means that “no toxic pesticides were used.” *See id.*

64. Consumers reasonably believe that a product labeled “Made with 100% Natural Whole Grain Oats,” especially a product whose main ingredient is listed as “Whole Grain Oats,” does not contain unnatural, synthetic ingredients.

65. General Mills knows and intends that when consumers see the product advertisements or labels promising the product is “Natural,” “Made with 100% Natural Whole Grain Oats,” and “healthy,” consumers will understand that to mean that, at the very least, the oats or other ingredients in the product do not contain synthetic ingredients or harmful chemicals.

66. Consumers reasonably expect that if a product contains a harmful substance, the presence of that substance will be disclosed.

C. Glyphosate: The Unnatural Hidden Substance

67. General Mills’ representations that the Products are “Natural,” or “Made with 100% Natural Whole Grain Oats” are false. In fact, quantitative testing revealed that the Products contains glyphosate.

68. The Products thus are not “Natural” and they are not “Made with 100% Natural Whole Grain Oats,” and labeling or advertising the Products as such is misleading and deceptive.

69. Because of the adverse health effects of glyphosate, which are becoming more widely known, the Products are not “healthy.”

70. General Mills has a duty to disclose the presence of glyphosate.

71. On information and belief, glyphosate is, by volume, the world’s most widely produced herbicide.

72. In 2015, the International Agency for Research on Cancer (IARC), a research arm

of the World Health Organization, declared glyphosate a category 2A “probable” human carcinogen. A summary of the study underlying this declaration was published in *The Lancet Oncology*, Vol. 16, No. 5 (May 2015).⁶ The IARC study noted such carcinogenic risk factors as DNA damage to human cells resulting from exposure to glyphosate. *See id.* Glyphosate has been previously found to be a suspected human endocrine disruptor, with estrogenic effects even at extremely low concentrations.⁷

73. In November 2015, the European Food Safety Agency published conclusions suggesting that the combined use of glyphosate with other chemicals posed greater potential health risks than when glyphosate is used alone. In light of those conclusions, in April 2016, following a review of products containing glyphosate and tallowamine, France’s health and safety agency announced its intention to ban weed-killers that combine the two chemicals.⁸

74. Glyphosate, as a biocide, functions by disrupting the shikimate pathway, a metabolic pathway for synthesis of essential amino acids in bacteria, fungus, and other organisms.⁹ Although humans themselves do not have a shikimate pathway, the shikimate pathway is present in bacteria, including bacteria that inhabit the human gut and are essential to proper immune functioning. Glyphosate thus is suspected to disrupt human immune function as well.

⁶ Available at <http://www.thelancet.com/journals/lanonc/article/PIIS1470-2045%2815%2970134-8/abstract>, last visited July 20, 2016.

⁷ See Thongprakaisang, S. et al., “Glyphosate induces human breast cancer cells growth via estrogen receptors,” 59 *Food & Chem. Toxicol.* 129 (June 2013), abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/23756170>, last visited July 20, 2016; see also, e.g., Gasnier, C. et al., “Glyphosate-based herbicides are toxic and endocrine disruptors in human cell lines,” 262(3) *Toxicology* 184 (Aug. 21, 2009), abstract available at <http://www.ncbi.nlm.nih.gov/pubmed/19539684>, last visited July 20, 2016.

⁸ See “France to Ban Some Glyphosate Weedkillers Amid Health Concerns,” Reuters, Apr. 8, 2016, available at <http://www.reuters.com/article/us-france-glyphosate-idUSKCN0X512S>, last visited July 20, 2016.

⁹ See, e.g., Heike, H. & N. Amrhein, “The Site of the Inhibition of the Shikimate Pathway by Glyphosate,” *Plant Physiol.* 66:823 (1980), available at <http://www.plantphysiol.org/content/66/5/823.full.pdf>, last visited July 20, 2016; see also <http://www.glyphosate.eu/glyphosate-mechanism-action>, last visited July 20, 2016.

75. Studies examining low doses of glyphosate-based herbicides at levels that are generally considered “safe” for humans show that these compounds can nevertheless cause liver and kidney damage.¹⁰

76. Glyphosate is derived from the amino acid glycine. To create glyphosate, one of the hydrogen atoms in glycine is artificially replaced with a phosphonomethyl group.

77. Glyphosate is not natural.

78. Glyphosate is not present in whole grain oats that are 100% natural.

79. On information and belief, glyphosate is used to increase oat harvest for commercial purposes; is not necessary to successful planting, growing, or harvesting of oats; is not a “natural” method of growing or harvesting oats; is applied to oats as a drying agent shortly before harvest; and is applied for commercial purposes only.

80. Glyphosate is a dangerous substance, the presence and dangers of which should be disclosed.

D. General Mills’ Labels Are Misleading and Omit Material Facts

81. General Mills’ conduct in representing or labeling Nature Valley as natural and “Made with 100% Natural Whole Grain Oats” deceived and/or was likely to deceive the public. Consumers were deceived into believing that the listed ingredients were all the ingredients, and that the Products are natural, consisting of 100% natural oats, and that nothing in the oats was unnatural. Instead, the oats or other ingredients in the Products contain glyphosate, an *unnatural* biocide and probable human carcinogen, with a myriad of other potential health effects.

¹⁰ Myers, J. et al, “Concerns over use of glyphosate-based herbicides and risks associated with exposures: a consensus statement,” *Environ. Health* 2016 15:19, available at <https://ehjournal.biomedcentral.com/articles/10.1186/s12940-016-0117-0>, last visited July 20, 2016. See also Benedetti A.L., “The effects of sub-chronic exposure of Wistar rats to the herbicide Glyphosate-Biocarb, *Toxicol. Lett.* 2004 153(2):227–232, available at <http://www.ncbi.nlm.nih.gov/pubmed/15451553>, last visited July 20, 2016; Larsen K. et al, “Effects of Sublethal Exposure to a Glyphosate-Based Herbicide Formulation on Metabolic Activities of Different Xenobiotic-Metabolizing Enzymes in Rats,” *Int. J. Toxicol.* 2014, available at <http://www.ncbi.nlm.nih.gov/pubmed/24985121>, last visited July 20, 2016; Mesnage R. et al, “Transcriptome profile analysis reflects rat liver and kidney damage following chronic ultra-low dose Roundup exposure,” *Environ. Health* 2015 14:70, available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC4549093/>, last visited July 20, 2016.

82. Consumers cannot discover the true nature of Nature Valley from reading the label. Consumers cannot not discover the true nature of Nature Valley even by visiting Nature Valley's website, which makes no mention of glyphosate. Discovery of the true nature of the ingredients requires knowledge of chemistry and access to laboratory testing that is not available to the average reasonable consumer.

83. General Mills deceptively and misleadingly conceals material facts about the Products, namely, that the Products are not "Natural," "Made with 100% Natural Whole Grain Oats," and "healthy," because in fact the Products contain glyphosate; and the Products are not what a reasonable consumer would consider "Natural," "Made with 100% Natural Whole Grain Oats," and "healthy" because they contain glyphosate.

84. Plaintiff and the Class Members are not at fault for failing to discover General Mills' wrongs earlier, and had no actual or presumptive knowledge of facts sufficient to put them on inquiry notice.

85. The production process General Mills uses for Nature Valley is known only to General Mills and its suppliers. General Mills has not disclosed such information to Plaintiff or the Class Members. Quantitative testing reveals the presence of glyphosate in Nature Valley, but only General Mills knows the methods by which its oats are grown, harvested, and processed, or what would account for the presence of glyphosate in Nature Valley. General Mills' concealment tolls the applicable statute of limitations.

86. To this day, General Mills continues to conceal and suppress the true nature, identity, source, and production method of Nature Valley.

E. General Mills Knew That Its Representations Were False

87. General Mills holds itself out to the public as a trusted expert in the growing, harvesting, and processing of oats.

88. General Mills knew what representations it made on the labels of Nature Valley. It also knew how the oats were grown, harvested, and processed, and that they contain

glyphosate, an unnatural and dangerous biocide.

89. General Mills thus knew, or should have known, that Nature Valley was mislabeled and falsely advertised, and that it had a duty to disclose the presence of glyphosate.

F. General Mills Intended for Consumers to Rely on Its Misrepresentations

90. General Mills made the false, misleading, and deceptive representations and omissions intending for Plaintiff and the Class Members to rely upon these representations and omissions in purchasing Nature Valley.

91. In making the false, misleading, and deceptive representations and omissions at issue, General Mills knew and intended that consumers would purchase the Nature Valley products when consumers would otherwise purchase a competing product.

92. In its 2015 Annual Report, General Mills recognized consumers' desire for natural foods:

Consumers are increasingly interested in natural foods with simple ingredients and are limiting things like gluten, simple carbohydrates and artificial ingredients. They also are looking for more protein, fiber, whole grains and organic products. And they are snacking more than ever. In categories where we applied a “consumer first” approach and responded to these changes, we posted good growth. For example, retail sales for our grain snacks grew 4 percent, and we gained nearly two points of market share on the strength of our *Nature Valley* and *Fiber One* brands.

See General Mills 2015 Annual Report at 3, available at <http://bit.ly/2a9PEcS>, last visited August 11, 2016.

93. Expanding its portfolio of “natural” and “organic” brands is a cornerstone of General Mills’ business strategy:

U.S. industry sales for natural and organic foods have been growing at a double-digit pace over the past three years. And sales are projected to continue to grow at a double-digit rate. We’ve been building our capabilities for sourcing, manufacturing and marketing natural and organic brands for the past 15 years. With the acquisition of Annie’s, Inc. in October 2014, we’re now the fourth-largest natural and organic food manufacturer in the U.S. We have strong levels of innovation coming in 2016 across our brands, including new *Cascadian Farm* cereals, *Annie’s* soups and *Food Should Taste Good* snack bars. We see great opportunities to grow our brands by innovating, and by increasing their distribution in natural and organic stores and in traditional grocery outlets.

See id. at 6.

94. Consumers are willing to pay more for a product with ingredients that purport to be “100% Natural,” and they expect that product to be pesticide-free.

95. In making the false, misleading, and deceptive representations and omissions at issue, General Mills also knew and intended that consumers would pay more for products made of “Natural” or “100% Natural” ingredients that are free of unnatural agents than they would pay for products made of ingredients that are not “Natural” or “100% Natural,” furthering General Mills’ private interest of increasing sales of its products.

96. General Mills knows that consumers prefer “Natural” and “100% Natural” foods, and foods that do not contain dangerous or potentially dangerous chemicals. General Mills knows that consumers will pay more for “Natural” foods or foods with “100% Natural” ingredients, or would not purchase the foods at all unless they were “Natural” and/or “100% Natural” ingredients and free from unnatural and dangerous chemicals.

97. Similarly, independent surveys confirm that consumers will purchase more “Natural” products than conventional products, and will pay more for “Natural” products.

G. Consumers Reasonably Relied on General Mills’ Misrepresentations

98. Consumers frequently rely on label representations and information in making purchase decisions, especially in purchasing food.

99. When Plaintiff and the Class Members purchased Nature Valley, they saw the false, misleading, and deceptive representations detailed above, and did not receive disclosure of the presence of glyphosate.

100. These misrepresentations and omissions were uniform and were communicated to Plaintiff and every other member of the Class at every point of purchase and consumption.

101. Plaintiff and the Class Members were among the intended recipients of General Mills’ deceptive representations and omissions.

102. Plaintiff and the Class Members reasonably relied to their detriment on General

Mills' misleading representations and omissions.

103. General Mills' false, misleading, and deceptive misrepresentations and omissions deceived and misled, and are likely to continue to deceive and mislead, Plaintiff, the Class Members, reasonable consumers, and the general public.

104. General Mills' misleading affirmative statements further obscured what it failed to disclose. Thus, reliance upon General Mills' misleading and deceptive representations and omissions may be presumed.

105. General Mills made the deceptive representations and omissions with the intent to induce Plaintiff and the Class Members to purchase Nature Valley. Plaintiff's and the Class Members' reliance upon such representations and omissions may be presumed.

106. General Mills' deceptive representations and omissions are material in that a reasonable person would attach importance to such information and would be induced to act upon such information in making purchase decisions. Thus, Plaintiff's and the Class Members' reliance upon such representations and omissions may be presumed as a matter of law; the representations and omissions were material; and a nexus exists between General Mills' conduct, on the one hand, and Plaintiff's and the Class Members' decisions to purchase the Products at a certain price, on the other hand.

107. As an immediate, direct, and proximate result of General Mills' false, misleading, and deceptive representations and omissions, General Mills injured Plaintiff and the Class Members in that they:

- a. paid a sum of money for a Product that was falsely represented;
- b. paid a sum of money for a Product containing glyphosate, of which they received no warning;
- c. paid more for a Product that was falsely represented than they would have paid had the Product not been falsely represented;
- d. were deprived the benefit of the bargain because the Products they

purchased were different from what General Mills warranted;

e. were deprived the benefit of the bargain because Products they purchased had less value than what was represented;

f. did not receive a Product that measured up to their expectations as created by General Mills;

g. ingested (or caused their children to ingest) a substance that was other than what was represented;

h. ingested (or caused their children to ingest) a substance they did not expect or consent to;

i. ingested (or caused their children to ingest) a Product that included an unnatural substance;

j. without their knowing consent, ingested (or caused their children to ingest) an herbicide that is harmful to their health or their children's health;

k. without their knowing consent, ingested (or caused their children to ingest) a substance that is, contains, or is produced with a known or suspected toxin, carcinogen, or hazardous substance;

l. without their knowing consent, ingested (or caused their children to ingest) a substance that poses health or environmental risks;

m. without their knowing consent, ingested (or caused their children to ingest) a substance that is otherwise harmful to the environment and/or the farmers and other workers who utilize or process such substance;

n. ingested (or caused their children to ingest) a substance that was of a lower quality than what General Mills promised;

o. were denied the benefit of knowing what they ingested (or caused their children to ingest);

p. were caused unwittingly to support an industry that contributes to

environmental, ecological, or health damage;

- q. were denied the benefit of supporting an industry that sells natural products and contributes to environmental sustainability; and/or
- r. were denied the benefit of the beneficial properties of the “Natural” ingredients promised.

108. Had General Mills not made the false, misleading, and deceptive representations and omissions the presence of glyphosate and dangers associated with glyphosate, Plaintiff and the Class Members would not have been injured as listed above. Accordingly, Plaintiff and the Class Members have suffered “injury in fact” as a result of General Mills’ wrongful conduct.

109. Plaintiff and the Class Members all paid money for the Products, but did not obtain the full value of the advertised products due to General Mills’ misrepresentations and omissions. Plaintiff and the Class Members purchased, purchased more of, or paid more for, the Products than they would have had they known the truth about the Products. Accordingly, Plaintiff and the Class Members have suffered “injury in fact” and lost money or property as a result of General Mills’ wrongful conduct.

H. General Mills Benefited from Its Misleading Representations and Omissions

110. As the intended, direct, and proximate result of General Mills’ false, misleading, and deceptive representations and omissions, General Mills has been unjustly enriched through more sales of Nature Valley and higher profits at the expense of Plaintiff and the Class Members. As a direct and proximate result of its deception, General Mills also unfairly obtained other benefits, including the higher value associated with a “natural” brand, redirecting sales to it and away from its competitors, and increased sales of its other products.

111. Plaintiff, and all other similarly situated consumers, did not bargain for Products that contain unnatural ingredients in exchange for their payment of the purchase price.

112. General Mills has profited by failing to disclose to consumers of the presence of glyphosate in the Products or of the health effects of consuming glyphosate.

113. Upon information and belief, General Mills has failed to remedy the problem with the Products, thus causing future harm to consumers. Plaintiff, Class Members, and future purchasers in the consuming public, are at risk of real, immediate, and continuing harm if the Products continue to be sold as is, and without disclosure of the presence of glyphosate and of the health effects of ingesting glyphosate.

114. Plaintiff would continue to purchase the Products again in the future if the Products were reformulated so that the label was truthful and the Products did not contain glyphosate.

115. General Mills has failed to provide adequate relief to Plaintiff or Class Members as of the date of filing this Complaint.

116. Plaintiff contends that the Products were sold pursuant to unfair and unconscionable trade practices because the sale of the Products offends public policy and is immoral, unethical, oppressive, unscrupulous, and caused substantial economic injuries to Plaintiff and Class Members.

117. Reasonable consumers do not expect Products, represented and advertised as natural, "healthy," and "Made with 100% Natural Whole Grain Oats," to contain unnatural ingredients such as glyphosate. General Mills' statements and other representations convey a series of express and implied claims and/or omissions which it knows are material to the reasonable consumer in making a purchasing decision, and which it intended for consumers to rely upon when choosing to purchase the Products.

118. General Mills misrepresented the nature, quality, and/or ingredients of the Products, and/or failed to adequately disclose the health risks of ingesting the glyphosate contained in the Products, which was and is false, misleading, and/or likely to deceive reasonable consumers. Reasonable consumers expect the presence of such ingredients to be disclosed so that they can make informed purchasing decisions.

119. Therefore, the Products are valueless, and not worth the purchase price that

Plaintiff and Class Members paid for them, and/or are not what Plaintiff and Class Members reasonably intended to receive.

120. Accordingly, Plaintiff seeks, individually and on behalf of all other similarly situated purchasers of the Products during the Class Period, injunctive relief, and actual economic damages equaling the aggregate purchase price paid for the Products by Plaintiff and Class Members during the Class Period.

121. Plaintiff also seeks declaratory relief in the form of an order declaring Defendant's conduct to be unlawful, as well as injunctive and equitable relief putting an end to Defendant's misleading and unfair business practices, including clear and full disclosure of the presence of glyphosate in the Products and of the health effects of ingesting glyphosate and/or a reformulation of the Products so that the Products no longer contain glyphosate.

CLASS ALLEGATIONS

122. Plaintiff re-alleges and incorporates by reference the allegations set forth in each of the preceding paragraphs of this Complaint.

123. This action is maintainable as a class action under Rules 23(b)(2) and (3) of the Federal Rules of Civil Procedure.

124. The class definition(s) may depend on the information obtained throughout discovery. Notwithstanding, at this time, Plaintiff brings this action and seeks certification of the claims and certain issues in this action on behalf of a Class of individuals defined as:

All persons who purchased Nature Valley (as defined herein) from a retail location within the State of California during the period within the applicable statute of limitations before the filing of this complaint until the date of class certification (the "Class Period").

125. Excluded from the Class are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and their legal representatives, officers, directors, assigns, and successors; and (2) the judge to whom this case is assigned and the judge's staff.

126. Plaintiff brings the Class pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), and 23(b)(3).

127. Plaintiff reserves the right to amend the Class definitions if further information and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise modified.

128. All members of the Class were and are similarly affected by the deceptive advertising of the Products, and the relief sought herein is for the benefit of Plaintiff and members of the Class.

A. Numerosity

129. Based on the annual sales of the Products and the popularity of the Products, it is readily apparent that the number of consumers in the Class is so large as to make joinder impracticable, if not impossible. Class Members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

B. Commonality

130. There is a well-defined community of interest in the questions of law and fact involved in this case. Questions of law and fact common to the members of the Class that predominate over questions that may affect individual Class members include:

- a. Whether Defendant's practices and representations related to the marketing, labeling and sales of the Products were false, misleading, deceptive, unfair, and/or unlawful in any respect, thereby violating California law;
- b. Whether Defendant failed to disclose to Plaintiff and Class Members of the presence of glyphosate in the Products and/or of the health effects of ingesting glyphosate in violation of California law with its practices and representations related to the marketing, labeling, and sale of the Products;
- c. Whether Defendant breached an express warranty created through the labeling and marketing of its falsely labeled Products;
- d. Whether Defendant's conduct as set forth above economically injured

Plaintiff and Class Members; and

- e. Whether Plaintiff and Class Members are entitled to injunctive relief.

C. Typicality

131. The claims asserted by Plaintiff in this action are typical of the claims of the Class Members, as the claims arise from the same course of conduct by Defendant, and the relief sought within the Class is common to the Class Members. Further, there are no defenses available to Defendant that are unique to Plaintiff.

D. Adequacy

132. Plaintiff will fairly and adequately represent and protect the interests of the Class. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class members he seeks to represent, and he has retained counsel competent and experienced in both consumer protection and class action litigation. Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the members of the Class. Undersigned counsel has represented consumers in a wide variety of actions where they have sought to protect consumers from false and deceptive practices.

E. Predominance and Superiority

133. The prerequisites to maintaining a class action pursuant to Federal Rule of Civil Procedure 23(b)(3) are met because questions of law and fact common to each Class Member predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

134. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of the Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class and Members. Each Class Member has been damaged and is entitled to recovery as a result of the violations alleged herein.

135. Moreover, because the damages suffered by individual members of the Class

may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual Class Members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

136. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

F. Declaratory and Injunctive Relief

137. Certification also is appropriate under Rule 23(b)(2) because Defendant acted, or refused to act, on grounds generally applicable to the Class, thereby making appropriate the injunctive relief sought on behalf of the Class. Further, given the large number of consumers of the Products, allowing individual actions to proceed in lieu of a class action would run the risk of yielding inconsistent and conflicting adjudications.

CAUSES OF ACTION

COUNT I

**(Unfair and Deceptive Acts and Practices against Defendant
On Behalf of the Class)**

138. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

139. This cause of action is brought pursuant to California's Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750-1785 (the "CLRA").

140. Plaintiff and the Class Members are "consumers," as the term is defined by California Civil Code § 1761(d), because they bought the falsely labeled Products for personal, family, or household purposes. Defendant is a "person" under Cal. Civ. Code § 1761(c).

141. Plaintiff, Class Members, and General Mills have engaged in "transactions," as that term is defined by California Civil Code §1761(e).

142. The Products are “goods” under Cal. Civ. Code § 1761(a). Plaintiff, the other members of the Class, and General Mills have engaged in “transactions,” as that term is defined by California Civil Code § 1761(e).

143. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purposes of the CLRA, and the conduct was undertaken by General Mills in transactions intended to result in, and which did result in, the sale of goods to consumers.

144. General Mill’s false and fraudulent representations and omissions have violated, and continue to violate the CLRA because they extend to transactions that are intended to result, or have resulted, in the sale of goods to consumers, including Plaintiff and Class Members. Specifically, General Mills has misrepresented the true nature, quality, and ingredients of the Products and failed to adequately disclose the presence of glyphosate in the Products and/or the health effects of ingesting glyphosate, thereby disseminating representations or omissions that are false, deceptive, and likely to mislead a reasonable consumer, such as Plaintiff and Class Members.

145. General Mills misrepresented and/or omitted facts about the presence of glyphosate in the Products and the health effects of ingesting glyphosate, which were and are material to Plaintiff’s and Class Members’ decisions to purchase the Products.

146. General Mills’s conduct violates Cal. Civ. Code § 1770(a)(5), which prohibits “[r]epresenting that goods . . . have . . . characteristics [or] benefits . . . which they do not have,” and Cal. Civ. Code § 1770(a)(7), which prohibits: “[r]epresenting that goods . . . are of a particular standard, quality, or grade . . . if they are of another,” causing injury to Plaintiff and Class Members.

147. As a result of engaging in such conduct, General Mills has violated California Civil Code § 1770(a)(5), (a)(7), and (a)(9).

148. Plaintiff and Class Members seek preliminary injunctive relief, and permanent injunctive relief against General Mills' unfair and deceptive acts and conduct.

149. Pursuant to California Civil Code § 1780(a)(2) and (a)(5), Plaintiff seeks an order of this Court that includes, but is not limited to, an order enjoining General Mills from continuing to engage in unlawful, unfair, or fraudulent business practices or any other act prohibited by law.

150. Plaintiff and Class Members may be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

151. The unfair and deceptive acts and practices of General Mills, as described above, present a serious threat to Plaintiff and the other members of the Class.

152. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT II

(Violations of California's False Advertising Law against Defendant On Behalf of the Class)

153. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

154. This cause of action is brought pursuant to California's False Advertising Law (the "FAL"), Cal. Bus. & Prof. Code § 17500 *et seq.*

155. Such acts of General Mills, as described above, and each of them constitute unlawful, deceptive, and fraudulent business acts and practices.

156. At all material times, General Mills engaged in a scheme of offering the Products for sale to Plaintiff and the other members of the Class by way of distributing to the public, *inter alia*, commercial marketing and advertising, the World Wide Web (Internet), the Product packaging and labeling, and other promotional materials and offered for sale the Products on a nationwide basis, including in California.

157. The misrepresentations and non-disclosures by General Mills of the material facts detailed above constitute false and misleading advertising, and therefore constitute a violation of Cal. Bus. & Prof. Code § 17500, *et seq.*

158. Said advertisements and inducements were made nationwide, including within the State of California, and come within the definition of advertising contained in the FAL in that such promotional materials were intended as inducements to purchase Defendant's Products and are statements disseminated by General Mills to Plaintiff and Class Members. General Mills knew, or in the exercise of reasonable care should have known, that these representations were misleading and deceptive.

159. Consumers, including Plaintiff and Class Members, necessarily and reasonably relied on these materials concerning General Mills' Products. Consumers, including Plaintiff and the Class members, were among the intended targets of such representations.

160. The above acts of General Mills did and were likely to deceive reasonable consumers, including Plaintiff and the other members of the Class, by obfuscating the nature, quality, and/or ingredients of the Products, in violation of the "misleading" prong of the FAL.

161. The business practices alleged above are unlawful under the CLRA, which forbids misleading and deceptive advertising.

162. Plaintiff and the other members of the Class have suffered injury in fact and have lost money or property as a result of General Mills' violations of the FAL.

163. As a result, General Mills has been unjustly enriched at the expense of Plaintiff and the other members of the Class. Plaintiff and the Class, pursuant to California Business and Professions Code § 17535, are entitled to an order of this Court enjoining such future conduct on the part of General Mills, and such other orders and judgments which may be necessary to disgorge General Mills' ill-gotten gains and restore to any person in interest any money paid for its falsely labeled Products as a result of the wrongful conduct of General Mills.

164. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT III

**(Violation of California's Unfair Competition Law against Defendant
On Behalf of the Class)**

165. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

166. This cause of action is brought pursuant to California's Unfair Competition Law (the "UCL"), Cal. Bus. & Prof. Code § 17200 *et seq.*

167. By committing the acts and practices alleged herein, General Mills has engaged in deceptive, unfair, and unlawful business practices in violation of the UCL.

168. Plaintiff has standing to pursue this claim as he has suffered injury in fact and has lost money or property as a result of General Mills' actions as set forth above. Class Members also have suffered injury in fact and have lost money or property as a result of General Mills' actions as set forth above.

169. The violation of any law constitutes an "unlawful" business practice under Cal. Bus. & Prof. Code § 17200.

170. Each of General Mills' false representations alleged herein violates 21 U.S.C. § 331; Cal. Civ. Code § 1709; Cal. Civ. Code § 1750 *et seq.*; Cal. Com. Code § 2313; and Cal. Bus. & Prof. Code § 17500 *et seq.*

171. General Mills has violated the UCL's proscription against engaging in unlawful conduct as a result of its violations of (i) the CLRA, as alleged above, and (ii) the FAL, as alleged above.

172. In addition, General Mills has violated the UCL's proscription against engaging in unlawful conduct as a result of its violations of the Sherman Law, Cal. Health & Safety Code § 109875 *et seq.*, which forbids misbranding of any food, *id.* at § 110398, such as by false or misleading labeling, *id.* at § 111730.

173. The Sherman Law defines a “person” as “any individual, firm, partnership, trust, corporation, limited liability company, company, estate, public or private institution, association, organization, group, city, county, city and county, political subdivision of this state, other governmental agency within the state, and any representative, agent, or agency of any of the foregoing.” Cal. Health & Safety Code § 109995. Defendant is a “person” within the meaning of the Sherman Law.

174. As more fully described herein, General Mills’ misleading marketing, advertising, packaging, and labeling of the Products is likely to deceive a reasonable consumer. Indeed, Plaintiff and the other Class members were unquestionably deceived regarding the characteristics of General Mills’ Products, as General Mills’ marketing, advertising, packaging, and labeling of its Products misrepresents and/or omits the true nature, quality, and/or ingredients of the Products.

175. There is no benefit to consumers or competition from deceptively marketing and labeling products. Indeed, the harm to consumers and competition is substantial. Plaintiff and the other members of the Class who purchased the Products suffered a substantial injury as alleged herein.

176. Plaintiff and the other members of the Class who purchased the Products had no way of reasonably knowing that the Products they purchased were not as marketed, advertised, packaged, and labeled. Thus, they could not have reasonably avoided the injury each of them suffered.

177. General Mills’ acts and omissions alleged above constitute unfair business practices under Cal. Bus. & Prof. Code § 17200 because the gravity of the consequences of General Mills’ conduct as described above outweighs any justification, motive, or reason therefor, particularly considering the available legal alternatives which exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends established public policy, or is substantially injurious to Plaintiff and the other members of the Class. General Mills’ false and

misleading representations and omissions also violate legislatively declared policy as they have violated numerous state and federal laws. Moreover, the gravity of the harm to Plaintiff and Class members resulting from General Mills' conduct outweighs General Mills' legitimate reasons, justifications, and/or motives for engaging in such deceptive acts and practices, if any.

178. Each false and misleading representation and omission constitutes fraudulent business practices under Cal. Bus. & Prof. Code § 17200 because the representations and omissions were false. General Mills' representations and deceptive concealment were fraudulent under the statute because they were misleading and were likely to and did deceive the reasonable consumer, including Plaintiff and the Class Members.

179. General Mills' violations continue to this day.

180. Pursuant to California Business and Professions Code § 17203, Plaintiff and the other members of the Class seek an order of this Court that includes, but is not limited to, an order enjoining such future conduct on the part of General Mills and such other orders and judgments which may be necessary to disgorge General Mills' ill-gotten gains and to restore to any person in interest any money paid for General Mills' falsely labeled Products as a result of the wrongful conduct of General Mills.

181. THEREFORE, Plaintiff prays for relief as set forth below.

COUNT IV

(Breach of Express Warranty against Defendant) On Behalf of the Class

182. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint, as if fully set forth herein verbatim.

183. General Mills provided Plaintiff and other members of the Class with written, express warranties including, but not limited to, warranties that its Products were natural and "Made with 100% Natural Whole Grain Oats."

184. General Mills, the seller, made these affirmations of fact to Plaintiff and the other Class Members, the buyers.

185. These affirmations of fact or promises by General Mills relate to the goods and became part of the basis of the bargain.

186. Plaintiff and members of the Class purchased the Products, believing them to conform to the express warranties.

187. General Mills breached these warranties. This breach resulted in damages to Plaintiff and other members of the Class, who bought the Products but did not receive the goods as warranted.

188. As a proximate result of the breach of warranties by General Mills, Plaintiff and the other members of the Class did not receive goods as warranted. Plaintiff and the members of the Class therefore have been injured and have suffered damages in an amount to be proven at trial. Among other things, Plaintiff and members of the Class did not receive the benefit of the bargain and have suffered other injuries as detailed above. Moreover, had Plaintiff and Class Members known the true facts, they either would not have purchased the Products, or would not have been willing to pay the premium price General Mills charged for the Products.

189. THEREFORE, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment on behalf of himself and the proposed Class providing such relief as follows:

A. Certification of the Class proposed herein under Federal Rule of Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3); appointment of Plaintiff as representative of the Class; and appointment of his undersigned counsel as counsel for the Class;

B. An order declaring that General Mills is financially responsible for notifying members of the Class of the pendency of this suit;

C. An order requiring an accounting for, and imposition of a constructive trust upon, all monies received by General Mills as a result of the unfair, misleading, and unlawful conduct alleged herein;

D. An order declaring Defendant's conduct to be in violation of applicable law and enjoining Defendant from pursuing the unlawful acts and practices alleged herein by adequately disclosing the presence of glyphosate in the Products and/or of the health effects of ingesting glyphosate;

E. An order requiring Defendant to engage in a corrective advertising campaign to inform the public concerning the true nature of the Products, including a recall of the Products;

F. Restitution, disgorgement, refund, and/or other monetary damages, together with costs, disbursements, including reasonable attorneys' fees pursuant to the applicable statutes and prejudgment interest at the maximum rate allowable by law;

G. Restitution to the Class pursuant to California Business and Professions Code §§ 17203 and 17535;

H. Disgorgement to the Class pursuant to California Business and Professions Code §§ 17203 and 17535;

I. Damages, together with costs and disbursements, including reasonable attorneys' fees, pursuant to the applicable statutes. Plaintiff does not seek, in this Complaint, damages under the CLRA;

J. Monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount to be determined at trial, together with prejudgment interest at the maximum rate allowable by law with respect to the claims alleged;

K. Statutory damages in the maximum amount provided by law;

L. Punitive damages in accordance with proof and in an amount consistent with applicable precedent;

M. An award to Plaintiff and Class Members of reasonable attorneys' fees and costs;

N. For such other and further relief as may be deemed just, necessary, or proper.

JURY TRIAL DEMANDED

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

RESPECTFULLY SUBMITTED AND DATED this 24th day of August, 2016.

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