E-FILED
Monday, 26 October, 2026 12:56:50 PM
Clerk, U.S. District Court, ILCD

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
Springfield Division

ALEX SANDERS, individually and on behalf of all others similarly situated, *Plaintiff*, v. **GENERAL MILLS, INC.** *Defendant*.	Civil Action No._____ **DEMAND FOR JURY TRIAL** **CLASS ACTION COMPLAINT**

Plaintiff Alex Sanders ("Plaintiffs"), individually and on behalf of all others similarly situated, brings this Class Action Complaint against General Mills, Inc. ("Defendant" or "General Mills"). Plaintiff alleges the following upon personal knowledge as to himself and their own acts, and upon information and belief as to all other matters, based on the investigation of counsel and other publicly available materials.

I. INTRODUCTION / NATURE OF THE ACTION

1. This is a consumer class action arising from Defendant General Mills' marketing, labeling, and sale of Yoplait Enjoy ZERO yogurt, including Yoplait Enjoy ZERO Blueberry Yogurt as a product with "0g added sugar" but instead contains the ingredient allulose, which is classified as a rare sugar that is "a little less sweet than normal sugar. [1]

[1] https://www.webmd.com/diet/features/what-is-allulosd


Enjoy
Yoplait ZERO
LIVE AND ACTIVE CULTURES
GLUTEN FREE
NO ARTIFICIAL COLORS
NO HIGH FRUCTOSE CORN SYRUP
PLASTIC CUP
Ingredients: Cultured Grade A Nonfat Milk, Water, Modified Food Starch. Contains 1% or less of: Allulose, Kosher Gelatin, Corn Starch, Citric Acid, Sucralose, Tricalcium Phosphate, Natural and Artificial Flavor, Potassium Sorbate Added to Maintain Freshness, Acesulfame Potassium, Lactase Enzyme*, Vitamin A Acetate, Vitamin D3.
*Ingredient Not Found in Regular Yogurt
DIST. BY YOPLAIT USA, INC., BOX 200 YC, MPLS, MN 55440 USA
GRADE A • GLUTEN FREE • KEEP REFRIGERATED
Yoplait is a registered trademark of YOPLAIT MARQUES (France) used under license.
Comments? Save cup and call 1-800-967-5248 or visit Yoplait.com
© Yoplait USA, Inc.


Yoplait
Enjoy
ZERO
5g PROTEIN
made with REAL FRUIT
0g ADDED SUGAR
0% FAT
0g LACTOSE
Blueberry
6 OZ

2. The 7th Circuit held in *Franco v. Chobani, LLC*, No. 25-2087, 184 F.4th 599 (7th Cir. July 27, 2026), that allulose is a sugar under 21 C.F.R. § 101.9(c)(6)(ii), reversing dismissal of claims challenging a yogurt labeled "sugar free." The Seventh Circuit found the regulation's definition of total sugars includes allulose. It therefore did not preempt claims seeking to enforce requirements identical to federal labeling requirements.

3. General Mills sells millions of Yoplait Enjoy ZERO yogurt nationwide. General Mills' challenged products are sold via major retailers, including Target, and are purchased by ordinary consumers for household use.

4. Plaintiff alleges that General Mills' "0g added sugar" representation misled Plaintiff and other Consumers into believing that the Product did not contain an added sugar ingredient.

II. PARTIES

5. Plaintiff Alex Sanders is an Illinois resident who resides in Quincy, IL (Adams County). On or about September 27, 2026, he purchased two Yoplait Enjoy ZERO Blueberry Yogurt, through Target for personal, family, or household use. His Target order reflects a purchase price of $1.58 for each product.

6. Defendant General Mills, Inc. is incorporated under the laws of Delaware and maintains its principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426. Its Resident Agent is The Corporation Trust Company, located at 1209 Orange Street, Wilmington, DE.

7. General Mills manufactures, markets, distributes, and sells Yoplait Enjoy ZERO Yogurt products, including Yoplait Enjoy ZERO Blueberry Yogurt ("the products" or "Yogurt").

III. JURISDICTION AND VENUE

8. Plaintiff incorporates all previous allegations as set forth herein.

9. This Court has subject-matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d).

10. This is a putative class action in which the proposed Class consists of more than 100 members.

11. At least one member of the proposed Class is a citizen of a state different from Defendant. Here, Plaintiff Alex Sanders is a resident of IL.

12. The amount in controversy exceeds $5,000,000 in the aggregate, exclusive of interest and costs. Defendant sold substantial quantities of Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being “0g added sugar” to consumers during the applicable limitations period. The aggregate damages, restitution, disgorgement, statutory relief, injunctive relief, attorneys’ fees, and costs sought on behalf of Plaintiffs, and the proposed Class exceed CAFA’s jurisdictional threshold.

13. This Court has personal jurisdiction over Defendant because Defendant has purposefully availed itself of the privilege of conducting business in Illinois. Defendant markets, advertises, distributes, and sells the challenged Yoplait "Enjoy Zero" yogurt throughout Illinois, including in this District.

14. Defendant has continuous and systematic business contacts with Illinois, including substantial sales of Yoplait "Enjoy Zero" yogurt to Illinois consumers, distribution of the challenged products into Illinois retail and online commerce channels, and business operations and corporate presence in Illinois.

15. Defendant also specifically directed the challenged products and representations into Illinois. Defendant knew and intended that Illinois consumers, including Plaintiff Sanders, would purchase Yoplait "Enjoy Zero" yogurt in reliance on Defendant's packaging, labeling, advertising, and marketing representations.

16. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and/or § 1391(b)(2) because Defendant is subject to personal jurisdiction in this District, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District.

17. Venue is also proper because Plaintiff Sanders resides in Quincy, Illinois and purchased and/or received the challenged product while residing in this District.

18. Defendant transacts business in this District by marketing, distributing, and selling Yoplait "Enjoy Zero" yogurt products to consumers in this District, including through retailers such as Target and through other retail channels.

19. Accordingly, this Court has subject-matter jurisdiction, personal jurisdiction over Defendant, and proper venue over this action.

IV. FACTUAL ALLEGATIONS

20. Plaintiffs incorporate all previous allegations as set forth herein.

21. Plaintiff's injuries are concrete and economic. He paid for a product represented to possess "0g added sugar". Plaintiff did not receive that attribute since the Yogurt he bought contained allulose, a rare form of sugar. They therefore suffered a benefit-of-the-bargain injury and paid more than the product was worth as represented. The injury is the price premium and diminished value caused by General Mills' misleading representation.

22. General Mills knew or should have known that "0g added sugar" representations were misleading to ordinary consumers.

23. Plaintiff purchased the Yogurt believing that the "0g added sugar" representation on the Product's packaging meant that Defendant had not added a sugar ingredient to the Product. That representation was important to his purchasing decision. Had Plaintiff known that the yogurt contained allulose, they would have purchased fewer yogurts, selected a different product, or paid less.

24. The representation that Plaintiff challenges is "0g added sugar". The Product is not alleged to bear the particular representations "sugar free" or "zero sugar". Federal regulations separately identify terms as "sugar free", "no sugar", and "zero sugar" as sugar–content claims subject to specific requirements. Use of terms such as "sugar free," "free of sugar," "no sugar," "zero sugar," "without sugar. 21 CFR 101.60.

25. Plaintiff purchased the Product after seeing and relying on Defendant's representations that appeared on the Yogurt's packaging. He understood that the representation, in the context in which it appeared, meant the Defendant had not added a sugar ingredient to the Product.

26. The Product's ingredient statement states that allulose is one of the ingredients. Plaintiff alleges that General Mills added allulose to the Product while promoting in its packaging that the Product contained "0g added sugar".

27. A determination of whether allulose falls within the federal definition of "Total Sugars" does not determine whether the Product's different front package "0g added sugar" representation is false or misleading.

28. The FDA's 2020 allulose guidance states that the FDA intends to "exercise enforcement discretion for the exclusion of allulose from the amount of "Total Sugars" and "Added Sugars"

declared on the label".[2] Here, Plaintiff does not allege that the guidance's treatment of the Nutrition Facts declarations should be disregarded.

29. Plaintiff's claims instead concern the complete product-specific labeling that is viewed by purchasers of the product, including the exact wording, placement, prominence, and context of the "0g added sugar" representation; the Product's ingredient statement; the Product's Nutrition Facts panel; and any qualifying or explanatory language that can be found in the packaging.

30. Plaintiff does not allege that a judicial determination that concerns a "sugar free" or "zero sugar" representation, or one concerning the definition of Total Sugars, automatically resolves whether the Product's "0g added sugar" representation is actionable. The challenged representations are materially different, and Plaintiff's claim depends on the language and context of the Product's packaging.

31. Based on the complete package, Plaintiff claims that the prominent "0g added sugar" representation communicated to reasonable consumers that Defendant had not added a sugar ingredient to the Product, notwithstanding the identification of allulose elsewhere on the package.

32. Plaintiff brings this action individually and on behalf of similarly situated consumers who purchased the Yogurts labeled, marketed, advertised, or otherwise represented as being "0g added sugar" during the applicable limitations period. Plaintiff seeks damages, restitution, disgorgement where appropriate, injunctive relief, attorneys' fees, costs, and all other relief allowed by law.

V. CLASS ALLEGATIONS

33. Plaintiffs incorporate all previous allegations as set forth herein.

[2] https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-declaration-allulose-and-calories-allulose-nutrition-and-supplement-facts-labels

34. Plaintiffs bring this action individually and on behalf of all others similarly situated pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure.

35. Plaintiffs seek to represent the following Nationwide Class:

Nationwide Class: All persons in the United States who purchased Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being “0g added sugar” during the applicable limitations period.

36. Plaintiff Sanders seeks to represent the following Illinois Subclass:

Illinois Subclass: All persons in Illinois who purchased Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being “0g added sugar” during the applicable limitations period.

37. Excluded from the Classes are: Defendant; Defendant’s parents, subsidiaries, affiliates, officers, directors, employees, agents, and legal representatives; any entity in which Defendant has a controlling interest; persons who purchased the products for resale; persons who received a full refund; the judicial officer assigned to this case and court staff; and any person who timely and validly opts out of the Classes.

38. Plaintiffs reserve the right to amend or modify the class definitions after discovery, including to conform the class definitions to the evidence concerning Defendant’s packaging, labeling, marketing, product lines, sales channels, and applicable limitations periods.

A. Numerosity

39. Plaintiffs incorporate all previous allegations as set forth herein.

40. The number of potential Class Members are so numerous that joinder of all members is impracticable.

41. Defendant sold substantial quantities of Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being “0g added sugar” throughout the United States, including Illinois during the applicable limitations period.

42. The exact number of Class Members is presently unknown to Plaintiffs, but is readily ascertainable from Defendant’s records, retailer records, Target records, loyalty and subscription records, sales data, distribution data, purchase receipts, and other common sources of proof.

43. Upon information and belief, the Nationwide Class includes thousands, if not millions, of consumers. Upon information and belief, the Illinois Subclass includes thousands of consumers.

44. Joinder of all Class Members would be impracticable because of the size of the Classes, the geographic dispersion of Class Members, and the relatively modest amount of individual damages compared to the cost of individual litigation.

B. Commonality

45. Plaintiffs incorporate all previous allegations as set forth herein.

46. There are questions of law and fact common to Plaintiffs and Class Members, and those common questions predominate over any questions affecting only individual members.

47. Common questions include, but are not limited to:

A. Whether General Mills marketed the Product with the representation “0g added sugar”;

B. Whether the Product contains allulose;

C. Whether General Mills added allulose to the Product;

D. What the “0g added sugar” representation communicated to reasonable consumers in the context of the complete Product package;

E. Whether the “0g added sugar” representation was false, deceptive, misleading, unfair, or likely to deceive reasonable consumers;

F. Whether General Mills omitted material information concerning the addition or presence of allulose;

G. Whether Plaintiff and Class members paid more for the Product because of the challenged representation; and

H. Whether Plaintiff and the Class are entitled to monetary, declaratory, injunctive, or other relief.

48. These common questions are capable of class-wide resolution because they focus on General Mills' common conduct, common product representations, common knowledge, common omissions, and the common economic injury arising from the alleged price premium paid for products represented to be recyclable.

C. Typicality

49. Plaintiffs incorporate all previous allegations as set forth herein.

50. Plaintiffs' claims are typical of the claims of the Classes.

51. Plaintiffs, like other Class Members, purchased Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being "0g added sugar".

52. Plaintiffs, like other Class Members, were exposed to Defendant's representations and purchased the products believing that they were "0g added sugar".

53. Plaintiffs, like other Class Members, paid money for a product that was worth less than represented because it was not "0g added sugar" in a practical, ordinary, or meaningful sense for many consumers.

54. Plaintiffs' claims arise from the same course of conduct as the claims of Class Members: General Mills' uniform or substantially similar labeling, marketing, advertising, and sale of Yoplait "Enjoy Zero" yogurt as being "0g added sugar".

55. Plaintiffs' claims are based on the same legal and remedial theories as the claims of the Classes.

56. Plaintiffs have no interests antagonistic to the interests of Class Members.

D. Adequacy of Representation

57. Plaintiffs incorporate all previous allegations as set forth herein.

58. Plaintiff will fairly and adequately protect the interests of the Classes.

59. Plaintiffs' interests are aligned with those of Class Members because Plaintiffs seek relief for the same type of economic injury caused by the same challenged conduct.

60. Plaintiffs have retained counsel experienced in complex litigation, consumer class actions, product-labeling litigation, and trial practice.

61. Plaintiffs and their counsel will vigorously prosecute this action on behalf of the Classes.

62. Plaintiffs are not subject to any unique defense that would render them inadequate to represent the Classes.

63. Plaintiffs understand their obligation to represent the interests of absent Class Members and will fairly and adequately discharge those responsibilities.

E. Predominance

64. Plaintiffs incorporate all previous allegations as set forth herein.

65. The common questions of law and fact predominate over any questions affecting only individual Class Members.

66. Defendant's liability turns on common evidence, including its product packaging, labeling, marketing, advertising, website statements, internal knowledge, prior notice, sales practices, and representations.

67. The central issues are common: Whether General Mills marketed the Product with the representation "0g added sugar"; Whether the Product contains allulose; Whether General Mills added allulose to the Product; What the "0g added sugar" representation communicated to reasonable consumers in the context of the complete Product package; Whether the "0g added sugar" representation was false, deceptive, misleading, unfair, or likely to deceive reasonable consumers; Whether General Mills omitted material information concerning the addition or presence of allulose; Whether Plaintiff and Class members paid more for the Product because of the challenged representation; and Whether Plaintiff and the Class are entitled to monetary, declaratory, injunctive, or other relief.

68. Individualized proof is not required to establish the misleading nature of General Mills' representations. The challenged representations were made through common packaging, labeling, advertising, and marketing directed to consumers on a class-wide basis.

69. The economic injury is likewise capable of class-wide proof. Plaintiffs and Class Members paid for products represented as being "0g added sugar". The difference between the value of the products as represented and the value of the products as received can be measured through common evidence, including price-premium models, conjoint analysis, hedonic regression, market data, retail pricing, Defendant's sales data, and other accepted damages methodologies.

F. Superiority

70. Plaintiffs incorporate all previous allegations as set forth herein.

71. A class action is superior to all other available methods for fairly and efficiently adjudicating this controversy.

72. The damages suffered by individual consumers are relatively modest compared to the burden and expense of individual litigation against a large corporate defendant.

73. Absent a class action, most Class Members would have no realistic means of obtaining relief, and Defendants would likely retain the benefits of its alleged misconduct.

74. Class treatment will conserve judicial resources, avoid inconsistent results, and provide a fair and efficient mechanism for resolving common claims arising from General Mills' uniform or substantially similar conduct.

75. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications, would burden courts with duplicative litigation, and would be economically impractical for most consumers.

76. This action is manageable as a class action because the claims arise from common product representations, common conduct, common omissions, and common evidence. Class Members can be identified through objective records, including retailer records, online purchase records, subscription records, receipts, loyalty accounts, and Defendant's sales and distribution data.

77. The proposed Classes are sufficiently definite and ascertainable because membership turns on objective criteria: whether a person purchased Yoplait "Enjoy Zero" yogurt labeled, marketed, advertised, or otherwise represented as being "0g added sugar".

VI. CAUSES OF ACTION

COUNT I
Breach of Express Warranty

78. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

79. Plaintiffs bring this claim individually and on behalf of the Nationwide Class and, alternatively, on behalf of the Illinois Subclass.

80. General Mills manufactured, marketed, advertised, distributed, and sold the challenged K-Cup products to Plaintiffs and Class Members.

81. Defendant expressly warranted that the challenged products contained "0g added sugar".

82. Defendant's representations appeared on product packaging, labeling, advertising, websites, and other marketing materials directed to consumers before and at the time of purchase.

83. Defendant's representations were affirmations of fact, promises, and/or descriptions of the goods. They communicated to reasonable consumers that General Mills had not added a sugar ingredient in the products.

84. Defendant's representations were not mere puffery, opinion, aspiration, or generalized advertising. Whether the product contained "0g added sugar" is an objective and verifiable product attribute.

85. Defendant's representations became part of the basis of the bargain between General Mills, Plaintiff, and Class Members.

86. Plaintiff and Class Members purchased the challenged products believing that the product contained "0g added sugar".

87. Plaintiff purchased the products manufactured and sold by the Defendant believing that the product contained "0g added sugar".

88. Plaintiff would not have purchased the product, would have purchased fewer yogurts, would have selected a different product, or would have paid less had they known that the products contained "0g added sugar".

89. Defendant breached its express warranties because the challenged products did not conform to Defendant's "0g added sugar" representations.

90. The challenged products contained "0g added sugar" in a manner reasonable consumers understood them to not contain a sugar ingredient.

91. Defendant had actual knowledge that the challenged products did not conform to its "0g added sugar" representations.

92. As a direct and proximate result of General Mills' breach of express warranty, Plaintiff and Class Members suffered damages.

93. Plaintiff and Class Members paid for products represented to be "0g added sugar.

94. Plaintiff and Class Members did not receive the benefit of their bargain.

95. Plaintiff and Class Members were damaged in the amount of the price premium paid for the challenged products, the difference between the value of the products as represented and the value of the products as received, and/or the purchase price or portion thereof attributable to the misleading representation.

96. Plaintiff and Class Members seek damages, restitution where available, prejudgment and post-judgment interest, attorneys' fees and costs where available, and all other relief permitted by law.

COUNT II
Unjust Enrichment

97. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

98. Plaintiffs bring this claim individually and on behalf of the Nationwide Class and, alternatively, on behalf of the Illinois Subclass.

99. This claim is pleaded in the alternative to Plaintiffs' statutory and warranty claims.

100. Defendant received and retained money from Plaintiffs and Class Members through the sale of yogurt products labeled, marketed, advertised, and otherwise represented as being "0g added sugar".

101. Plaintiffs and Class Members conferred a benefit on Defendant by purchasing the challenged products and paying money that Defendant accepted and retained.

102. Defendant knew of and appreciated the benefit conferred because it manufactured, marketed, distributed, and sold the challenged products, controlled or authorized the representations, and received revenue from the sale of the products.

103. The benefit conferred on Defendant was not gratuitous. Plaintiff and Class Members paid for consumer goods that Defendant represented did not have added sugar when it contains allulose.

104. Defendant's retention of the money paid by Plaintiff and Class Members is unjust because Defendant obtained that money through misleading representations and omissions concerning the amount of sugar in the Product.

105. Plaintiff and Class Members paid for a product represented to not have added sugar.

106. Plaintiff did not receive the benefit of his bargain. Plaintiff purchased various yogurts believing they did not have added sugar.

107. Had Plaintiff known that the product did not contain "0g added sugar", he would have purchased fewer yogurts, selected a different product, or paid less.

108. Defendant should not be permitted to retain the revenues, profits, or price premium obtained from Plaintiff and Class Members as a result of its misleading representations.

109. Equity and good conscience require Defendant to restore to Plaintiff and Class Members the money they unjustly obtained.

110. No adequate remedy at law exists to the extent Defendant contends that Plaintiff and Class Members lack a viable statutory or warranty remedy, that the warranty does not apply,

that legal damages are unavailable or incomplete, or that privity, notice, reliance, or other defenses limit legal relief.

111. This alternative equitable claim does not seek duplicative recovery. Plaintiff and Class Members seek equitable restitution, disgorgement, and/or return of the money wrongfully retained by Defendant only to the extent such relief is not otherwise fully provided through Plaintiffs' legal claims.

112. As a direct and proximate result of Defendant's unjust retention of benefits, Plaintiff and Class Members suffered economic injury.

113. Plaintiff and Class Members seek restitution, disgorgement where available, imposition of a constructive trust where appropriate, prejudgment and post-judgment interest, attorneys' fees and costs where available, and all other equitable relief necessary to prevent Defendant's unjust enrichment.

114. Plaintiff and Class Members also seek an order requiring Defendant to restore all monies that, in equity and good conscience, belong to Plaintiffs and Class Members as a result of Keurig's misleading recyclable representations.

COUNT III
DELAWARE DECEPTIVE TRADE PRACTICES ACT

115. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

116. Defendant engaged in business by manufacturing, advertising, marketing, distributing, and selling the Product to consumers.

117. A person engages in a deceptive trade practice by representing, in the course of business, that "goods have characteristics, ingredients, benefits, or quantities that they do not have". 6 Del. C. § 2532.

118. Defendant represented on the Product's packaging that the Product contained "0g added sugar."

119. The Product contains allulose added by Defendant.

120. In the context of the Product's complete package, the "0g added sugar" representation communicated to Plaintiff and other reasonable consumers that General Mills had not added a sugar ingredient to the Product.

121. Defendant knew, or should have known, the Product's formulation and the meaning reasonable consumers would attribute to the "0g added sugar" representation.

122. Defendant intended consumers to rely on the challenged representation when deciding whether to purchase the Product.

123. Plaintiff saw and relied on the challenged representation before purchasing the Product.

124. Defendant's deceptive trade practice caused Plaintiff and Class members to purchase the Product or to pay more for it than they otherwise would have paid.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the Nationwide Class, Illinois Subclasses, respectfully requests that the Court enter judgment in her favor and against Defendant General Mills Inc. as follows:

A. Certifying this action as a class action under Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3);

B. Certifying the proposed Nationwide Class and the Illinois Subclasses as defined herein, or such other classes or subclasses as the Court deems appropriate;

C. Appointing Plaintiff as representative of the Nationwide Class and the Subclass;

D. Appointing Plaintiff's counsel as Class Counsel;

E. Declaring that Defendant's conduct, as alleged herein, is unlawful, unfair, deceptive, misleading, and/or in breach of express warranty;

F. Declaring that Defendant's labeling, marketing, advertising, and sale of Yoplait "Enjoy Zero" yogurt as containing "0g added sugar" is false, misleading, or likely to deceive reasonable consumers when the products are not recyclable in a practical, ordinary, or meaningful sense for many consumers;

G. Awarding Plaintiff and the Nationwide Class and Subclass damages, including benefit-of-the-bargain damages, price-premium damages, and all other damages recoverable for breach of express warranty;

H. Awarding Plaintiff and the Subclass economic damages and all other relief available under state statutory law;

J. Awarding restitution, disgorgement, money had and received, and/or other equitable monetary relief to prevent Defendant from retaining money obtained through the challenged conduct;

K. Ordering Defendant to provide full restitution to Plaintiff and Class Members of all money wrongfully obtained, including the price premium attributable to Defendant's representations;

L. Enjoining Defendant from continuing to label, market, advertise, or sell the challenged products as containing "0g added sugar" unless the representation is truthful, non-misleading, and adequately discloses the material limitations on local recyclability;

N. Ordering Defendant to cease any conduct that creates the misleading impression that products contain "0g added sugar" through ordinary household or municipal recycling programs where such representation is not accurate;

O. Awarding pre-judgment and post-judgment interest at the maximum rate allowed by law;

P. Awarding Plaintiff and Class Members reasonable attorneys' fees, expenses, and costs, including all fees and costs available under any other applicable law;

Q. Awarding such other and further legal, equitable, declaratory, and injunctive relief as the Court deems just, proper, and equitable.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury of all claims in this Class Action Complaint so triable.

Dated: October 26, 2026.

Respectfully Submitted,

/s/Paul Doolittle

Paul Doolittle
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Attorney for Plaintiff and Proposed Class

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JS 44 (Rev. 08/18)

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Alex Sanders

(b) County of Residence of First Listed Plaintiff Adams County, Illinois
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Paul J. Doolittle, Poulin Willey Anastopoulo, LLC
32 Ann Street, Charleston, SC 29403, Tele: 803-222-2222

DEFENDANTS

General Mills, Inc.

County of Residence of First Listed Defendant Hennepin County, Minnesot
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys *(If Known)*

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

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

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

(For Diversity Cases Only)

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

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ❒ 110 Insurance
- ❒ 120 Marine
- ❒ 130 Miller Act
- ❒ 140 Negotiable Instrument
- ❒ 150 Recovery of Overpayment & Enforcement of Judgment
- ❒ 151 Medicare Act
- ❒ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ❒ 153 Recovery of Overpayment of Veteran's Benefits
- ❒ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ❒ 195 Contract Product Liability
- ❒ 196 Franchise

TORTS

PERSONAL INJURY
- ❒ 310 Airplane
- ❒ 315 Airplane Product Liability
- ❒ 320 Assault, Libel & Slander
- ❒ 330 Federal Employers' Liability
- ❒ 340 Marine
- ❒ 345 Marine Product Liability
- ❒ 350 Motor Vehicle
- ❒ 355 Motor Vehicle Product Liability
- ❒ 360 Other Personal Injury
- ❒ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ❒ 365 Personal Injury - Product Liability
- ❒ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ❒ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ❒ 370 Other Fraud
- ❒ 371 Truth in Lending
- ❒ 380 Other Personal Property Damage
- ❒ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ❒ 625 Drug Related Seizure of Property 21 USC 881
- ❒ 690 Other

BANKRUPTCY
- ❒ 422 Appeal 28 USC 158
- ❒ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ❒ 820 Copyrights
- ❒ 830 Patent
- ❒ 835 Patent - Abbreviated New Drug Application
- ❒ 840 Trademark

OTHER STATUTES
- ❒ 375 False Claims Act
- ❒ 376 Qui Tam (31 USC 3729(a))
- ❒ 400 State Reapportionment
- ❒ 410 Antitrust
- ❒ 430 Banks and Banking
- ❒ 450 Commerce
- ❒ 460 Deportation
- ❒ 470 Racketeer Influenced and Corrupt Organizations
- ❒ 480 Consumer Credit
- ❒ 485 Telephone Consumer Protection Act
- ❒ 490 Cable/Sat TV
- ❒ 850 Securities/Commodities/ Exchange
- ❒ 890 Other Statutory Actions
- ❒ 891 Agricultural Acts
- ❒ 893 Environmental Matters
- ❒ 895 Freedom of Information Act
- ❒ 896 Arbitration
- ❒ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ❒ 950 Constitutionality of State Statutes

REAL PROPERTY
- ❒ 210 Land Condemnation
- ❒ 220 Foreclosure
- ❒ 230 Rent Lease & Ejectment
- ❒ 240 Torts to Land
- ❒ 245 Tort Product Liability
- ❒ 290 All Other Real Property

CIVIL RIGHTS
- ❒ 440 Other Civil Rights
- ❒ 441 Voting
- ❒ 442 Employment
- ❒ 443 Housing/ Accommodations
- ❒ 445 Amer. w/Disabilities - Employment
- ❒ 446 Amer. w/Disabilities - Other
- ❒ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ❒ 463 Alien Detainee
- ❒ 510 Motions to Vacate Sentence
- ❒ 530 General
- ❒ 535 Death Penalty

Other:
- ❒ 540 Mandamus & Other
- ❒ 550 Civil Rights
- ❒ 555 Prison Condition
- ❒ 560 Civil Detainee - Conditions of Confinement

LABOR
- ❒ 710 Fair Labor Standards Act
- ❒ 720 Labor/Management Relations
- ❒ 740 Railway Labor Act
- ❒ 751 Family and Medical Leave Act
- ❒ 790 Other Labor Litigation
- ❒ 791 Employee Retirement Income Security Act

IMMIGRATION
- ❒ 462 Naturalization Application
- ❒ 465 Other Immigration Actions

SOCIAL SECURITY
- ❒ 861 HIA (1395ff)
- ❒ 862 Black Lung (923)
- ❒ 863 DIWC/DIWW (405(g))
- ❒ 864 SSID Title XVI
- ❒ 865 RSI (405(g))

FEDERAL TAX SUITS
- ❒ 870 Taxes (U.S. Plaintiff or Defendant)
- ❒ 871 IRS—Third Party 26 USC 7609

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332(d).

Brief description of cause:
Misleading Representation

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ 5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ❒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 10/26/2026

SIGNATURE OF ATTORNEY OF RECORD /s/ Paul J. Doolittle

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

E-FILED
Monday, 26 October, 2026 12:56:51 PM
Clerk, U.S. District Court, ILCD

UNITED STATES DISTRICT COURT

for the

Central District of Illinois

Alex Sanders, individually and on behalf of all others similarly situated,

Plaintiff(s)

v.

General Mills, Inc.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

General Mills, Inc
1209 Orange Street
Wilmington, DE

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Paul J. Doolittle
Poulin Willwy Anastopoulo, LLC
32 Ann Street
Charleston, SC 29403

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

_____
Signature of Clerk or Deputy Clerk

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____ was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify):*

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

Print Save As... Reset