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*Attorneys for Defendant
Post Holdings, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHAEL DOTSON, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

POST HOLDINGS, INC., d/b/a BOB
EVANS FARMS, LLC,

Defendant.

Case No. 2:25-cv-11993

[Los Angeles Superior Court Case No.
25STCV33161]

**DEFENDANT POST HOLDINGS,
INC.'S NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C. §§ 1332,
1441 & 1446**

Complaint Filed: November 12, 2025
Complaint Served: November 19, 2025

1 **PLEASE TAKE NOTICE THAT**, pursuant to 28 U.S.C. §§ 1332(a), 1441, and
2 1446, Defendant Post Holdings, Inc., d/b/a Bob Evans Farms, LLC (“Post Holdings”), by
3 its undersigned attorneys, hereby removes the above-captioned civil action, and all claims
4 and causes of action therein, from the Superior Court of the State of California for the
5 County of Los Angeles to the United States District Court for the Central District of
6 California. Removal is proper based on diversity jurisdiction under 28 U.S.C. § 1332(a).
7 Post Holdings states the following grounds for removal:

8 **BACKGROUND AND JURISDICTION FOR REMOVAL**

9 1. On November 12, 2025, Plaintiff Michael Dotson (“Plaintiff”) filed a Class
10 Action Complaint in the Superior Court of the State of California, County of Los Angeles,
11 styled *Michael Dotson, individually and on behalf of all others similarly situated, v. POST*
12 *HOLDINGS, INC., d/b/a BOB EVANS FARMS, LLC*, Case No. 25STCV33161 (the “State
13 Court Action”).

14 2. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of the Summons,
15 Complaint, and other documents served on Post Holdings are attached as **Exhibit A**.
16 These documents constitute the only process, pleadings, or other orders served upon Post
17 Holdings in this action.

18 3. This Notice of Removal has been filed within thirty (30) days of the
19 Summons and Complaint being served on Post Holdings, which occurred on November
20 19, 2025. This removal is therefore timely under 28 U.S.C. § 1446(b).

21 4. Plaintiff alleges he and a putative class are entitled to relief in connection
22 with Post Holdings’ sale and marketing of certain macaroni-and-cheese products under
23 the Bob Evans brand name (referred to by Plaintiff as the “Products”). *See generally* Ex.
24 A, Compl. More specifically, Plaintiff claims the “no artificial preservatives” statement
25 on the Products’ labels is false or misleading because the Products contain sodium
26 phosphate and lactic acid. Plaintiff seeks actual damages, statutory damages, restitution,
27 disgorgement, injunctive relief, punitive damages, and other relief from Post Holdings,
28

1 asserting the following causes of action: (1) violation of California’s False Advertising
 2 Act (“FAL”) (Cal. Bus. & Prof. Code § 17500 *et seq.*); and (2) violation of California’s
 3 Unfair Competition Law (“UCL”) (Cal. Bus. & Prof. Code § 17200 *et seq.*). *See generally*
 4 *id.*

5 5. This Court has original subject-matter jurisdiction over this civil action
 6 pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of the parties and the
 7 amount in controversy exceeds the sum or value of \$75,000.

8 **DIVERSITY OF CITIZENSHIP UNDER SECTION 1332(a)**

9 6. This Court has diversity jurisdiction over this action. For diversity purposes,
 10 a “natural person’s state citizenship is determined by her state of domicile[.] . . . A
 11 person’s domicile is her permanent home, where she resides with the intention to remain
 12 or to which she intends to return.” *Ehrman v. Cox Commc’ns, Inc.*, 932 F.3d 1223, 1227
 13 (9th Cir. 2019) (brackets, quotation marks, and citations omitted). “[A] person’s residence
 14 is prima facie evidence of domicile and citizenship.” *Headley v. FCA US, LLC*, 2020 WL
 15 1900449, at *3 (C.D. Cal. Apr. 17, 2020).

16 7. Post Holdings is informed and believes that the sole named plaintiff in this
 17 case, at the time this action was commenced, was and still is a citizen of the State of
 18 California. Ex. A, Compl., ¶ 5 (“Plaintiff Michael Dotson is an individual who was at all
 19 relevant times residing in Los Angeles County, California.”).

20 8. Post Holdings was at the time of the filing of this action, and still is, a citizen
 21 of Missouri.¹ “[A] corporation shall be deemed to be a citizen of every State and foreign
 22 state by which it has been incorporated and of the State or foreign state where it has its
 23 principal place of business[.]” 28 U.S.C. § 1332(c)(1). At the time this action was filed
 24

25 ¹ Plaintiff has alleged that Defendant Post Holdings, Inc. does business under another name, Bob Evans
 26 Farms, LLC (“Bob Evans”). Notwithstanding Plaintiff’s reasons for doing so, Plaintiff’s reference to the
 27 d/b/a Bob Evans Farms, LLC does not alter this Court’s diversity analysis. Bob Evans is a wholly owned
 28 subsidiary of Bob Evans Farms, Inc. (“Bob Evans Farms”). *See Exhibit B*, Declaration of Ciare James ¶
 2. Bob Evans Farms is a Delaware corporation with its principal place of business in Ohio. *See id.*
 Therefore, Bob Evans Farms, LLC is a citizen of Delaware and Ohio for the purposes of this Court’s
 diversity analysis. *See Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006)
 (“an LLC is a citizen of every state of which its owners/members are citizens.”).

1 and at the time of removal, Post Holdings was a corporation incorporated in the state of
 2 Missouri. *See Exhibit C*, Declaration of Shawn Obi ¶ 2. Plaintiff recognizes this fact. *See*
 3 *Ex. A, Compl.*, ¶ 6 (“Defendant is a Missouri corporation.”). Additionally, Post Holdings’
 4 principal place of business is in Missouri. *See Ex. C, ¶ 2* (identifying address of Post
 5 Holdings’ principal executive offices as 2503 S. Hanley Road, St. Louis, Missouri
 6 63144). Plaintiff recognizes this fact as well (“Defendant is . . . headquartered in Saint
 7 Louis, Missouri.”). *See Ex. A, Compl.*, ¶ 6. Accordingly, Post Holdings was and is a
 8 citizen of Missouri.

9 9. There are no other named defendants that can defeat diversity.

10 10. Because Plaintiff is a citizen of California, and Defendant is a citizen of
 11 Missouri, diversity of citizenship existed as of the time the action was commenced in state
 12 court and exists at the time of removal.

13 AMOUNT IN CONTROVERSY

14 11. Post Holdings denies all of Plaintiff’s allegations and specifically denies that
 15 Plaintiff or any putative class members are entitled to any relief. Without prejudice to its
 16 defenses in this action, however, Post Holdings avers that the amount in controversy
 17 exceeds the jurisdictional minimum of \$75,000.

18 12. As the Ninth Circuit has explained, “[t]he amount in controversy is simply
 19 an estimate of the total amount in dispute.” *Lewis v. Verizon Commc’ns, Inc.*, 627 F.3d
 20 395, 400 (9th Cir. 2010). Where a complaint does not state a total amount in controversy,
 21 a defendant need only show by a preponderance of the evidence that the amount-in-
 22 controversy requirement has been met. *See, e.g., Davis v. Chase Bank U.S.A., N.A.*, 453
 23 F. Supp. 2d 1205, 1208 (C.D. Cal. 2006); *McGill v. FCA US LLC*, No. 2:21-cv-00093,
 24 2021 WL 5883037, at *3 (E.D. Cal. Dec. 13, 2021).

25 13. “[A] defendant’s notice of removal need include only a plausible allegation
 26 that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin*
 27 *Operating Co. v. Owens*, 574 U.S. 81, 89 (2014). “[T]he amount in controversy includes
 28

all relief claimed at the time of removal to which the plaintiff would be entitled if she prevails.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 418 (9th Cir. 2018). Thus, “[t]he amount in controversy may include damage (compensatory, punitive, or otherwise) and the cost of complying with an injunction, as well as attorneys’ fees awarded under fee shifting statutes.” *Id.* at 416; *Fritsch v. Swift Transp. Co. of Ariz., LLC*, 899 F.3d 785, 794 (9th Cir. 2018) (holding that a court must include future attorneys’ fees recoverable by statute or contract when assessing whether the amount in controversy is met). To satisfy the amount-in-controversy requirement, the court may consider whether it is “facially apparent” from the plaintiff’s complaint that he seeks damages in excess of \$75,000. *Singer v. State Farm Mut. Auto. Ins. Co.*, 116 F.3d 373, 377 (9th Cir. 1997).

14. Plaintiff seeks actual damages, restitution, disgorgement, punitive damages, injunctive relief, statutory damages, attorneys’ fees and costs, and pre- and post-judgment interest. *See, e.g.*, Ex. A, Compl., ¶ 67, at 14–15, Prayer for Relief. The relief Plaintiff seeks demonstrates that the amount in controversy exceeds \$75,000. Plaintiff does not allege a specific amount of damages in the Complaint, but does not contend that the amount in controversy is less than \$75,000.

15. **Damages Claims Against Post Holdings.** Plaintiff asserts two claims based on Post Holdings’ selling and marketing of the Products, alleging that the “No Artificial Preservatives” statement on the Products’ packaging is false and misleading because the sodium phosphate and lactic acid used in the Products is allegedly artificial. *See, e.g., id.* ¶¶ 9–21, 57–66, 73–74, 78–79, 82–85. Plaintiff claims that “Defendant’s conduct [] caused and continues to cause economic harm to Plaintiff and Class Members[,]” including because they “paid a price premium to receive premium products that did not contain artificial preservatives” and that they “would not have purchased the Products in lieu of other similar Products without Defendant’s misleading ‘no artificial preservatives’ label.” *Id.* ¶¶ 30–31, 84. Plaintiff seeks “disgorgement and restitution to Plaintiff and all Class Members Defendant’s revenues associated with their false advertising,” during the

four years preceding the filing of the Complaint. *Id.* ¶¶ 43, 67. Plaintiff further seeks actual damages, punitive damages, attorneys’ fees and costs, and other relief as a result of Post Holdings’ allegedly misleading conduct. *See, e.g., id.* at 14–15, Prayer for Relief.

16. Based upon Plaintiff’s claims and the requested-damages categories, it is “facially apparent” that the amount in controversy is greater than \$75,000. *See Singer*, 116 F.3d at 377. Plaintiff seeks punitive damages (Ex. A, Compl., at 14–15, Prayer for Relief), and he claims that he purchased the Product at a price premium. *Id.* ¶ 31 (“Plaintiffs [sic] and the Class Members paid a price premium to receive premium products that did not contain artificial preservatives, instead Plaintiffs [sic] received non-premium products containing artificial preservatives.”). Again, a “defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold[.]” *Dart*, 574 U.S. at 89.

17. Based on these allegations and the nature of relief sought, the amount in controversy as to Plaintiff’s individual claims exceeds \$75,000. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699 (9th Cir. 2007).

18. **Injunctive Relief.** Courts in the Ninth Circuit have held that “[t]he value of injunctive relief may be considered in determining the amount in controversy.” *See, e.g., Walker v. Nutribullet, L.L.C.*, No. 218-cv-0631, 2018 WL 5986985, at *3 (C.D. Cal. Mar. 22, 2018) (internal citation omitted); *Garcia v. TH Foods, Inc.*, No. 2:24-CV-08558-SVW-JPR, 2025 WL 395456, at *2 (C.D. Cal. Jan. 7, 2025). Here, Plaintiff seeks injunctive relief. Ex. A, Compl., ¶ 67 (“Plaintiff is entitled to preliminary and permanent injunctive relief order [sic] Defendant to cease their false advertising[.]”); *id.* at 14–15, Prayer for Relief (seeking an order “requiring Defendant to engage in corrective advertising[.]”). If Plaintiff were successful in his claims, the cost of implementing the requested injunctive relief, including removing the Products from circulation and making changes to the design, labeling, and marketing of the Products, and implementing a

1 corrective advertising campaign, would easily exceed \$75,000. *See* Ex. B, James Decl. ¶¶
2 5–6. Thus, the amount in controversy exceeds the required threshold.

3 19. **Attorneys’ Fees.** Long-established Ninth Circuit precedent holds that
4 attorneys’ fees are properly considered when determining the amount in controversy for
5 the purposes of removal. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155–56 (9th
6 Cir. 1998) (“[W]here an underlying statute authorizes an award of attorneys’ fees . . . such
7 fees may be included in the amount in controversy.”); *Woolsey v. State Farm Gen. Ins.*
8 *Co.*, 672 F. Supp. 3d 1018, 1026 (C.D. Cal. 2023). This includes future attorneys’ fees as
9 well as attorneys’ fees incurred prior to removal. *See Fritsch*, 899 F.3d at 794; *Woolsey*,
10 672 F. Supp. 3d at 1026; *Kee v. Hiossen, Inc.*, 2019 WL 5677845, at *3 (S.D. Cal. Nov.
11 1, 2019).

12 20. Plaintiff seeks an award of attorneys’ fees for each of his asserted causes of
13 action brought on behalf of himself and a putative class of nationwide and California
14 consumers. *See* Ex. A, Compl., at 14–15, Prayer for Relief. In false-advertising class
15 actions asserting the same causes of action, district courts have approved attorneys’ fees
16 awards in amounts exceeding \$75,000. *See, e.g., Wolph v. Acer Am. Corp.*, 2013 WL
17 5718440, at *6 (N.D. Cal. Oct. 21, 2013); *Hawkins v. Kroger Co.*, 2022 WL 345639, at
18 *8–11 (S.D. Cal. Feb. 4, 2022); *Maxin v. RHG & Co.*, 2018 WL 9540503, at *6 (S.D. Cal.
19 Feb. 16, 2018). Plaintiff’s counsel already has incurred expenses in preparing the
20 Complaint, and based on the foregoing cases and on defense counsel’s firm’s vast
21 experience in similar matters, it is likely Plaintiff’s counsel will incur approximately
22 \$40,000 in initial motions practice and discovery expenses, and will incur at least \$40,000
23 on class certification and summary judgment briefing. *See* Ex. C, Obi Decl. ¶ 3. Assuming
24 Plaintiff’s counsel would seek fees at the rate of \$500 per hour, this would require counsel
25 to work only 151 hours to exceed \$75,000. *Id.*

26 21. Considering the attorneys’ fees Plaintiff incurred prior to removal, combined
27 with the attorneys’ fees that would be incurred in this case dealing with discovery, motion
28

1 practice, summary judgment, and trial, there can be no reasonable dispute that attorneys’
2 fees will exceed \$75,000, even if Plaintiff’s claims proceed on only an individual basis.
3 This is a complex action that will involve disputed scientific issues including, among
4 other things, the sourcing of the sodium phosphate and lactic acid used in the Products.

5 22. Based on Plaintiff’s allegations and the nature of the relief sought, by any
6 measure—be it the cumulative value of the Products implicated in potential injunctive
7 relief, punitive damages, or attorneys’ fees—the amount in controversy exceeds the
8 jurisdictional minimum of \$75,000. *See Guglielmino*, 506 F.3d at 699. Accordingly, the
9 amount-in-controversy requirement has been met under 28 U.S.C. § 1332.

10 **VENUE IS PROPER**

11 23. Removal is proper “to the district court of the United States for the district
12 and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).
13 The Central District of California is the United States District Court embracing the place
14 where Plaintiff’s state court action is pending, and venue is accordingly proper in this
15 Court. *See, e.g., Maher v. Staub*, 2010 WL 325747, at *5 (C.D. Cal. Jan. 4, 2010) (finding
16 that an action was “removed to the proper venue because the Central District of California
17 is the district embracing the Los Angeles County Superior Court, the place where this
18 action was pending”).

19 **CONSENT TO REMOVAL**

20 24. Post Holdings is the only defendant named in Plaintiff’s Complaint and is
21 filing this notice of removal. *See generally* Ex. A. The provisions of 28 U.S.C.
22 § 1446(b)(2)(A) requiring the joinder or consent of all properly served defendants to this
23 removal are therefore satisfied.

24 **CONCLUSION**

25 25. For the foregoing reasons, the State Court Action is within the original
26 jurisdiction of this Court and is therefore removable to this Court pursuant to 28 U.S.C.
27 § 1332 and 28 U.S.C. § 1441(b).
28

26. No admission of fact, law, or liability is intended by this Notice of Removal, and all defenses, affirmative defenses, and motions are hereby preserved.

NOTICE TO PLAINTIFF AND THE SUPERIOR COURT OF REMOVAL OF THE CIVIL ACTION

Defendant Post Holdings will promptly serve a copy of this Notice of Removal on counsel for Plaintiff and all parties and will file a copy of this Notice of Removal with the Clerk of the Superior Court of California for the County of Los Angeles pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, Defendant Post Holdings hereby gives notice that the matter styled as *Michael Dotson v. Post Holdings, Inc. d/b/a Bob Evans Farms, LLC*, Case No. 25STCV33161, is removed from the Superior Court of the State of California in the County of Los Angeles to the United States District Court for the Central District of California.

Dated: December 18, 2025

WINSTON & STRAWN LLP

By: /s/ Shawn Obi

Ronald Y. Rothstein (*pro hac vice*
forthcoming)

Jared R. Kessler (*pro hac vice* forthcoming)
Shawn Obi

*Attorneys for Defendant
Post Holdings, Inc.*

Exhibit A



Notice of Service of Process

Transmittal Number: 32739559
Date Processed: 11/20/2025

Primary Contact: Michelle Bickell
Post Holdings, Inc.
2503 S Hanley Rd
Saint Louis, MO 63144-2503

Electronic copy provided to: Kiley Labrier
Beth Minogue
Dallas Cupp

Entity:	Post Holdings, Inc. Entity ID Number 3875716
Entity Served:	Post Holdings, Inc.
Title of Action:	Michael Dotson, individually vs. Post Holdings, Inc.
Matter Name/ID:	Michael Dotson, individually vs. Post Holdings, Inc. (18231401)
Document(s) Type:	Summons/Complaint
Nature of Action:	Class Action
Court/Agency:	Los Angeles County Superior Court, CA
Case/Reference No:	25ST CV33161
Jurisdiction Served:	Missouri
Date Served on CSC:	11/19/2025
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Law Offices Of Todd M. Friedman, P.C. 323-306-4234

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

POST HOLDINGS, INC., d/b/a BOB EVANS FARMS, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

MICHAEL DOTSON, individually, and on behalf of others similarly situated

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/12/2025 10:33 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Los Angeles County Superior Court**
Stanley Mosk Courthouse, 111 N. Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

25STCV33161

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Todd M. Friedman, Adrian R Bacon 23586 Calabasas Rd., Ste. 105, Calabasas, CA 91302, 323-306-4234

DATE: **11/12/2025**
(Fecha)

David W. Slayton, Executive Officer/Clerk of Court
Clerk, by **J. Covarrubias**, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Post Holdings, Inc., d/b/a Bob Evans Farms, LLC**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
23586 Calabasas Road Suite 105
Calabasas CA 91302
Phone: 323-306-4234
tfriedman@toddfllaw.com
abacon@toddfllaw.com
Attorneys for Plaintiff, and all others similarly situated

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/12/2025 10:33 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION**

MICHAEL DOTSON, individually, and on
behalf of others similarly situated,

Plaintiff,

vs.

POST HOLDINGS, INC., d/b/a BOB
EVANS FARMS, LLC

Defendant.

Case No. **25STCV33161**

CLASS ACTION COMPLAINT

- (1) Violation of False Advertising Law (Cal. Business & Professions Code §§ 17500 *et seq.*) and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

(Amount to exceed \$35,000)

1 Now comes the Plaintiff, MICHAEL DOTSON ("Plaintiff"), individually and on behalf
2 of all others similarly situated, by and through his attorneys, and for his class action Complaint
3 against the Defendant, POST HOLDINGS, INC., ("Defendant"), Plaintiff alleges and states as
4 follows:

5 PRELIMINARY STATEMENTS

6 1. This is an action for damages, injunctive relief, and any other available legal or
7 equitable remedies, for violations of Unfair Competition Law (Cal. Business & Professions Code
8 §§ 17500 *et seq.*, and Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et*
9 *seq* resulting from the illegal actions of Defendant, in advertising and labeling its products as
10 containing "no artificial preservatives" when the products contain sodium phosphate and lactic
11 acid. Plaintiffs allege as follows upon personal knowledge as to themselves and their own acts
12 and experiences, and, as to all other matters, upon information and belief, including investigation
13 conducted by their attorneys.

14 JURISDICTION AND VENUE

15 2. This class action is brought pursuant to California Code of Civil Procedure § 382.
16 All causes of action in the instant complaint arise under California statutes.

17 3. This court has personal jurisdiction over Defendant, because Defendant does
18 business within the State of California and County of Los Angeles.

19 4. Venue is proper in this Court because Defendant does business *inter alia* in the
20 county of Los Angeles and a significant portion of the conduct giving rise to Plaintiffs Claims
21 happened here.

22 PARTIES

23 5. Plaintiff Michael Dotson is an individual who was at all relevant times residing in
24 Los Angeles County, California.

25 6. Defendant is a Missouri corporation headquartered in Saint Louis, Missouri.

26 7. At all times relevant hereto, Defendant was engaged in the manufacturing,
27 marketing, and sale of macaroni and cheese.

28 FACTS COMMON TO ALL COUNTS

8. Defendant manufactures, advertises, markets, sells, and distributes products
throughout California and the United States under brand name Bob Evans.

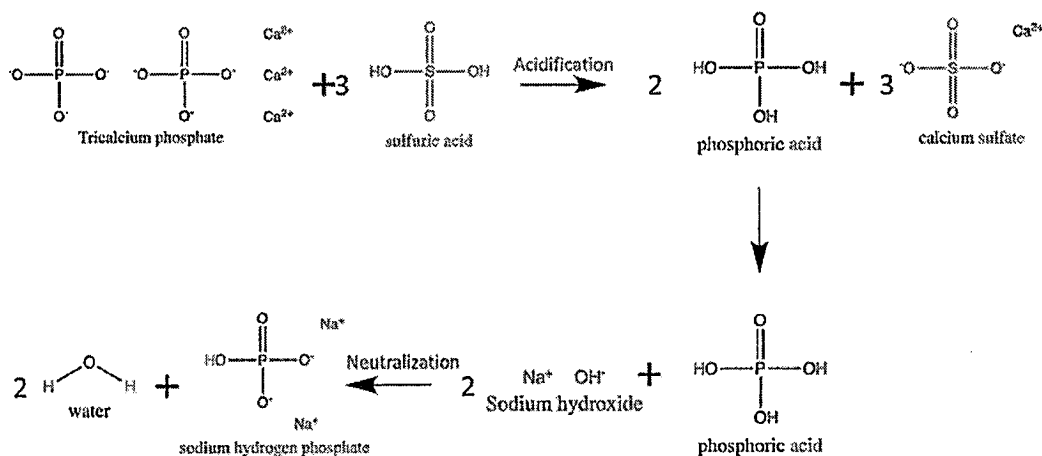
9. During the Class Period Defendant labeled the macaroni and cheese (the “Products”) as containing “no artificial preservatives” when they contain sodium phosphate and lactic acid.

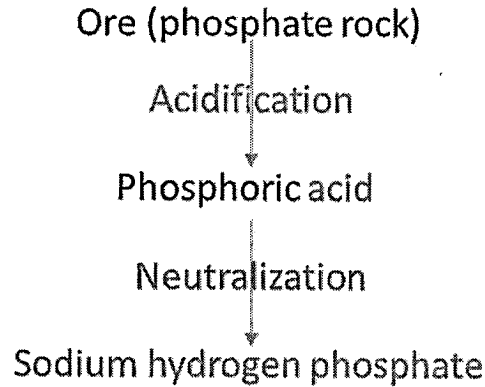
10. The United States Food and Drug Administration (“FDA”) defines the term chemical preservative as: “any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21 C.F.R. § 101.22.

11. Sodium phosphate salts are produced by a variety of synthetic processes including, but not limited to, acid base reactions between phosphoric acid and sodium carbonate.

12. The process to synthesize sodium phosphate includes the following: tricalcium phosphate is purified phosphate rock, which is then reacted with sulfuric acid to form phosphoric acid and calcium sulfate, phosphoric acid is then reacted with sodium hydroxide to create sodium phosphate salts and water.

13. The following figures depicts the synthesis of sodium hydrogen phosphate, one of the regularly used sodium phosphate salts:





8 14. Sodium phosphate salts are highly water-soluble inorganic salts and are added to

9 foods to retard the deterioration thereof by preventing microbial growth and survival, lipid

10 oxidation, and enzymatic browning to extend the shelf life of consumer food products.¹

11 15. In basic terms, sodium phosphate salts extends the shelf-life of the Products by

12 creating an environment inhospitable to bacteria growth.

13 16. Specifically, as depicted in the chart below, sodium phosphates are used as

14 preservatives in cheese:

15 TABLE 4-1 Common Sodium-Containing Compounds Used for Food Preservation

Compound Name	Food to Which the Compound Is Added
Disodium ethylenediaminetetraacetic acid (EDTA)	Salad dressing, mayonnaise, canned seafood, fruit fillings
Sodium acetate	Baked goods, seafood
Sodium ascorbate	Meat products
Sodium benzoate	Beverages, fermented vegetables, jams, fruit fillings, salad dressings
Sodium dehydroacetate	Squash
Sodium diacetate	Condiments
Sodium erythorbate	Meat, soft drinks
Sodium lactate	Meat products
Sodium nitrate	Cured meats
Sodium nitrite	Cured meats
Sodium phosphates	Meat products, cheese, puddings or custards
Sodium propionate	Cheese, baked goods
Sodium sulfite	Fruit and vegetable products, seafood

16 SOURCE: Doyle et al., 2001.

17 2

18 ¹ National Academies of Sciences, Engineering, and Medicine. Strategies to Reduce

19 Sodium Intake in the United States, [https://nap.nationalacademies.org/catalog/12818/strategies-](https://nap.nationalacademies.org/catalog/12818/strategies-to-reduce-sodium-intake-in-the-united-states)

20 [to-reduce-sodium-intake-in-the-united-states](https://nap.nationalacademies.org/catalog/12818/strategies-to-reduce-sodium-intake-in-the-united-states).

21 ² Doyle, M. P., L. R. Beuchat, and T. J. Montville, eds. 2001. Food microbiology:

22 Fundamentals and frontiers. 2nd ed. Washington, DC: ASM Press

17. Defendant uses manufactured, artificial lactic acid in the Products.

18. Manufactured lactic acid is produced through genetically engineered bacterial fermentation and acid base synthesis. Genetically engineered bacteria are fed a carbohydrate feedstock like glucose or sucrose and excrete lactic acid as a part of their biological metabolic process. Lactic acid is then collected and refined by removing dead bacteria cells through Rotary Drum Vacuum Filter.³ Lactic acid is then purified and extracted by adding a calcium salt like calcium carbonate CaCO_3 (lime, chalk) to cause a spontaneous synthetic acid-base reaction between the calcium carbonate and the lactic acid.⁴ The result of that synthetic reaction is the salt calcium lactate. To purify and successfully convert the calcium lactate to lactic acid an additional industrial chemical, sulfuric acid is added to produce lactic acid and calcium sulfate (gypsum) the gypsum is then collected, and the lactic acid can then be further purified with organic solvents.⁵

19. Lactic acid is active against microorganisms in its undissociated form. The concentration of undissociated lactic acid in cheeses increases with the increase in total lactic acid content and is negatively correlated with pH. The main factors affecting microbial behavior in cheeses include pH, a_w , undissociated lactic acid concentration, and temperature.⁶

20. Lactic acid when added to food tends to prevent or retard deterioration thereof, but is not common salt, sugar, vinegar, a spice, an oil extracted from spices, a substance added to food by direct exposure thereof to wood smoke, or a chemical applied for its insecticidal or herbicidal properties

21. Based on the forgoing allegations, sodium phosphate salts and lactic acid are artificially produced chemicals that retard the deterioration consumer products. Therefore, Defendants use sodium phosphate salts and lactic acid that are artificial chemical preservatives in the Products.

22. On September 8, 2025, Plaintiff purchased one of the Products from an Amazon Fresh store located in Woodland Hills, California.

³ G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al. eds., Springer 2017).

⁴ G.K. Chotani et al., in *Handbook of Indus. Chem. & Biotech.*, 1495 (J.A. Kent et al. eds., Springer 2017); A.O. Ojo & O. de Smidt, *Processes*, 11, 688 (2023).

⁵ *Id.*

⁶ Rosshaug P.S., Detmer A., Ingmer H., Larsen M.H. Modeling the growth of *Listeria monocytogenes* in soft blue-white cheese. *Appl. Environ. Microbiol.* 2012;78:8508–8514. doi: 10.1128/AEM.01865-12; Sanaa M., Coroller L., Cerf O. Risk Assessment of Listeriosis Linked to the Consumption of Two Soft Cheeses Made from Raw Milk: Camembert of Normandy and Brie of Meaux. *Risk Anal.* 2004;24:389–399. doi: 10.1111/j.0272-4332.2004.00440.x.

23. When purchasing the Products Plaintiff made his purchasing decision because of the labeling on the Product that read “no artificial preservatives”.

24. Plaintiff, and reasonable consumers, understand the term “artificial” based on common parlance such that “artificial” means “made, produced, or done by people”.⁷

25. Persons, like Plaintiff herein, have an interest in purchasing products that do not contain false and misleading claims.

26. The following photo includes an example of the Products’ packaging including the relevant labeling:



⁷ Artificial, Merriam-Webster, <https://www.merriam-webster.com/dictionary/artificial> (last visited Mar. 13, 2025).

1 27. Plaintiff has been deprived of his legally-protected interest to obtain true and
2 accurate information about the consumer products he buys as required by California Law.

3 28. As a result, Plaintiffs and the class members have been misled into purchasing
4 Products that did not provide them with the benefit of the bargain they paid money for, namely
5 that the Products would not contain artificial preservatives.

6 29. Plaintiffs and the Class Members expected to receive the benefit of avoiding the
7 negative potential effects of consuming artificial preservatives, however they have been deprived
8 of that benefit because the Products contain artificial sodium phosphate.

9 30. Alternatively, Plaintiffs would not have purchased the Products in lieu of other
10 similar Products without Defendant's misleading "no artificial preservatives" label.

11 31. Plaintiffs and the Class Members paid a price premium to receive premium
12 products that did not contain artificial preservatives, instead Plaintiffs received non-premium
13 products containing artificial preservatives.

14 32. Plaintiff did not understand that the Products contained artificial preservatives
15 when he purchased them.

16 33. Furthermore, due to Defendant's intentional, deceitful practice of labeling the
17 Products as containing "no artificial preservatives", Plaintiff could not have known that the
18 Products contained artificial preservatives.

19 34. By making false and misleading claims about the qualities of the Products,
20 Defendant impaired Plaintiffs' ability to choose the type and quality of the Products they chose
21 to buy.

22 35. Producers of consumer products, like Defendant, use consumer product labeling
23 to increase consumer demand for products based on the perceived features or benefits of the
24 products thereby increasing the price producers can charge for their products and/or the quantity
25 they can sell.

26 36. Defendant by including "no artificial preservatives" labeling increased consumer
27 demand for the Products by incentivizing consumers to purchase them to receive desirable product
28 features.

 37. However, as described above, the "no artificial preservatives" label on Defendant's
Products is misleading, and consumers have been therefore deprived of that product feature. As a
result, Defendant has been able to sell the Products at a greater price and/or in greater quantity

1 than if Defendant did not include the challenged labeling, but without providing consumers with
2 the promised product feature. Stated otherwise, Defendant coerced consumers to base their
3 purchasing decision in material part on false claims, thereby fraudulently, deceptively, and
4 unfairly increasing consumer demand for the product. Defendant profited from these acts by
5 extracting additional funds from consumers than otherwise would not have been paid for Class
6 Products, and also harmed competitors by luring would-be consumers of competitive products
away from law-abiding products that were not so falsely advertised

7 38. Defendant, and not Plaintiff, the Class, or Sub-Class, knew or should have known
8 that the Products included artificial preservatives, and that Plaintiff, the Class, and Sub-Class
9 members would not be able to tell the Products contained artificial preservatives unless Defendant
expressly told them, as required by law.

10 39. Plaintiffs regularly visit stores where the Products are sold and will likely be
11 exposed to Defendant's "no artificial preservatives" labeling in the future. However, unless
12 Defendant is forced to correct the fraudulent labeling or remove the synthetic preservatives,
13 Plaintiff will be unable to determine if Defendant's "no artificial preservatives" label accurately
14 reflects the true contents of the Products.

15 40. Plaintiffs believe that products without artificial flavors or preservatives are
16 superior in quality to products that contain artificial preservatives, and desires to purchase
Products that do not contain artificial preservatives as Defendant advertised the Products to be.

17 41. Plaintiff may purchase the Products again in the future, and as a result they will be
18 harmed if Defendant is not forced to correct the fraudulent labeling or remove the artificial
19 preservatives.

20 42. As a result of Defendants' acts and omissions outlined above, Plaintiff has suffered
concrete and particularized injuries and harm, which include, but are not limited to, the following:

- 21 a. Lost money as a result in a shift of the consumer demand curve which
22 increases consumer demand, the number of units sold, and the price of the
23 Products;
- 24 b. Wasting Plaintiff's time; and
- 25 c. Stress, aggravation, frustration, loss of trust, loss of serenity, and loss of
26 confidence in product labeling.

27 **CLASS ALLEGATIONS**

1 43. Plaintiff brings this action on behalf of themselves and all others similarly
2 situated, as members of the proposed class (the "Class"), defined as follows:

3 All persons within the United States who purchased the Products
4 within four years prior to the filing of the original Complaint
5 through to the date of class certification.

6 44. Plaintiff also brings this action on behalf of himself and all others similarly
7 situated, as a member of the proposed California sub-class (the "Sub-Class"), defined as follows:

8 All persons within California who purchased the Products within
9 four years prior to the filing of the original Complaint through to
10 the date of class certification.

11 45. Defendant, their employees and agents are excluded from the Class and Sub-Class.
12 Plaintiff does not know the number of members in the Class and Sub-Class, but believe the
13 members number in the thousands, if not more. Thus, this matter should be certified as a Class
14 Action to assist in the expeditious litigation of the matter.

15 46. The Class and Sub-Class are so numerous that the individual joinder of all of their
16 members is impractical. While the exact number and identities of their members are unknown to
17 Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is
18 informed and believes and thereon alleges that the Class and Sub-Class include thousands, if not
19 millions of members. Plaintiff alleges that the class members may be ascertained by the records
20 maintained by Defendant.

21 47. This suit is properly maintainable as a class action pursuant to Fed. R. Civ. P. 23(a)
22 because the Class and Sub-Class are so numerous that joinder of their members is impractical and
23 the disposition of their claims in the Class Action will provide substantial benefits both to the
24 parties and the Court.

25 48. There are questions of law and fact common to the Class and Sub-Class affecting
26 the parties to be represented. The questions of law and fact common to the Class and Sub-Class
27 predominate over questions which may affect individual class members and include, but are not
28 necessarily limited to, the following:

- a. Whether the Defendant intentionally, negligently, or recklessly disseminated false and misleading information by labeling the Products as containing "no artificial preservatives" when the Products contain sodium phosphate and lactic acid;

- b. Whether the Class and Sub-Class members were informed that the Products contained artificial sodium phosphate and lactic acid;
- c. Whether the Products contained artificial sodium phosphate and lactic acid;
- d. Whether Defendant's conduct was unfair and deceptive;
- e. Whether Defendant unjustly enriched itself as a result of the unlawful conduct alleged above;
- f. Whether the inclusion of artificial sodium phosphate in the Products is a material fact;
- g. Whether there should be a tolling of the statute of limitations; and
- h. Whether the Class and Sub-Class are entitled to restitution, actual damages, punitive damages, and attorney fees and costs.

49. As a resident of the United States and the State of California who purchased the Products, Plaintiff is asserting claims that are typical of the Class and Sub-Class.

50. Plaintiff has no interests adverse or antagonistic to the interests of the other members of the Class and Sub-Class.

51. Plaintiff will fairly and adequately protect the interests of the members of the Class and Sub-Class. Plaintiff has retained attorneys experienced in the prosecution of class actions.

52. A class action is superior to other available methods of fair and efficient adjudication of this controversy, since individual litigation of the claims of all Class and Sub-Class members is impracticable. Even if every Class and Sub-Class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts in which individual litigation of numerous issues would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties, and to the court system, resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and of the court system and protects the rights of each class member. Class treatment will also permit the adjudication of relatively small claims by many class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

53. The prosecution of separate actions by individual members of the Class and Sub-Class would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of the other class members not parties to such adjudications or that

1 would substantially impair or impede the ability of such non-party class members to protect their
2 interests.

3 54. Defendants have acted or refused to act in respect generally applicable to the Class
4 and Sub-Class thereby making appropriate final and injunctive relief with regard to the members
5 of the Class and Sub-Class as a whole.

6 55. The size and definition of the Class and Sub-Class can be identified through
7 records held by retailers carrying and reselling the Products, and by Defendant's own records.

8 **COUNT I**
9 **VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING ACT**
10 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**
11 **On behalf of the Class and the Sub-Class**

12 56. Plaintiff incorporates by reference each allegation set forth above in paragraphs
13 1 through 55.

14 57. Pursuant to California Business and Professions Code section 17500, *et seq.*, it
15 is unlawful to engage in advertising "which is untrue or misleading, and which is known, or
16 which by the exercise of reasonable care should be known, to be untrue or misleading...or...to
17 so make or disseminate or cause to be so made or disseminated any such statement as part of a
18 plan or scheme with the intent not to sell that personal property or those services, professional
19 or otherwise, so advertised at the price stated therein, or as so advertised."

20 58. California Business and Professions Code section 17500, *et seq.*'s prohibition
21 against false advertising extends to the use of false or misleading written statements.

22 59. Defendant misled consumers by making misrepresentations and untrue
23 statements about the Class Products, namely, Defendant sold the Products with labeling
24 claiming the Products contained "no artificial preservatives" and made false representations to
25 Plaintiff and other putative class members in order to solicit these transactions.

26 60. Specifically, Defendant claimed the Products "no artificial preservatives" when
27 the Products contained artificial sodium phosphate and lactic acid.

28 61. Defendant knew that their representations and omissions were untrue and
misleading, and deliberately made the aforementioned representations and omissions in order
to deceive reasonable consumers like Plaintiff and other Class and Sub-Class Members.

62. As a direct and proximate result of Defendant's misleading and false advertising,
Plaintiff and the other Class Members have suffered injury in fact and have lost money or
property. Plaintiff reasonably relied upon Defendant's fraudulent statements regarding the

Products, namely that they did not know the Products contained artificial preservatives. In reasonable reliance on Defendant's omissions of material fact and false advertisements, Plaintiff and other Class and Sub-Class Members purchased the Products. In turn Plaintiff and other Class Members ended up with products that turned out to actually be different than advertised, and therefore Plaintiff and other Class Members have suffered injury in fact.

63. Plaintiff alleges that these false and misleading written representations made by Defendant constitute a "scheme with the intent not to sell that personal property or those services, professional or otherwise, so advertised at the price stated therein, or as so advertised."

64. Defendant advertised to Plaintiff and other putative class members, through written representations and omissions made by Defendant and its employees, that the Class Products contain "no artificial preservatives"

65. Defendant knew that the Class Products did in fact contain artificial sodium phosphate and lactic acid.

66. Thus, Defendant knowingly sold Class Products to Plaintiff and other putative class members that contained artificial sodium phosphate and were not as advertised.

67. The misleading and false advertising described herein presents a continuing threat to Plaintiff and the Class and Sub-Class Members in that Defendant persists and continues to engage in these practices, and will not cease doing so unless and until forced to do so by this Court. Defendant's conduct will continue to cause irreparable injury to consumers unless enjoined or restrained. Plaintiff is entitled to preliminary and permanent injunctive relief ordering Defendant to cease their false advertising, as well as disgorgement and restitution to Plaintiff and all Class Members Defendant's revenues associated with their false advertising, or such portion of those revenues as the Court may find equitable.

COUNT II
VIOLATIONS OF UNFAIR BUSINESS PRACTICES ACT
(Cal. Bus. & Prof. Code §§ 17200 et seq.)
On behalf of the Class and Sub-Class

68. Plaintiff incorporates by reference each allegation set forth above in paragraphs 1 through 55.

69. Actions for relief under the unfair competition law may be based on any business act or practice that is within the broad definition of the UCL. Such violations of the UCL occur as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required to provide evidence of a causal connection between a defendant's business practices and the

1 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
2 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
3 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
4 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

5 UNFAIR

6 70. California Business & Professions Code § 17200 prohibits any "unfair ...
7 business act or practice." Defendant's acts, omissions, misrepresentations, and practices as
8 alleged herein also constitute "unfair" business acts and practices within the meaning of the
9 UCL in that its conduct is substantially injurious to consumers, offends public policy, and is
10 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
11 alleged benefits attributable to such conduct. There were reasonably available alternatives to
12 further Defendant's legitimate business interests, other than the conduct described herein.
13 Plaintiff reserves the right to allege further conduct which constitutes other unfair business acts
14 or practices. Such conduct is ongoing and continues to this date.

15 71. In order to satisfy the "unfair" prong of the UCL, a consumer must show that the
16 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to consumers or
17 competition; and, (3) is not one that consumers themselves could reasonably have avoided.

18 72. Here, Defendant's conduct has caused and continues to cause substantial injury
19 to Plaintiff and members of the Class. Plaintiff and members of the Class have suffered injury
20 in fact due to Defendant's decision to sell them fraudulently labeled products (Class Products).
21 Thus, Defendant's conduct has caused substantial injury to Plaintiff and the members of the
22 Class and Sub-Class.

23 73. Moreover, Defendant's conduct as alleged herein solely benefits Defendant
24 while providing no benefit of any kind to any consumer. Such deception utilized by Defendant
25 convinced Plaintiff and members of the Class that the Class Products contained "no artificial
26 preservatives" in order to induce them to spend money on said Class Products. In fact, knowing
27 that Class Products, by their objective terms contained artificial sodium phosphate and lactic
28 acid, unfairly profited from their sale, in that Defendant knew that the expected benefit that
Plaintiff would receive from this feature is nonexistent, when this is typically never the case in
situations involving consumer products. Thus, the injury suffered by Plaintiff and the members
of the Class and Sub-Class is not outweighed by any countervailing benefits to consumers.

74. Finally, the injury suffered by Plaintiff and members of the Class and California Sub-Class is not an injury that these consumers could reasonably have avoided. After Defendant, fraudulently labeled the Class Products as containing “no artificial preservatives” the Plaintiff, Class members, and Sub-Class Members suffered injury in fact due to Defendant’s sale of Class Products to them. Defendant failed to take reasonable steps to inform Plaintiff and Class and Sub-Class members that the Class Products contained artificial sodium phosphate and are not as advertised as a result. As such, Defendant took advantage of Defendant’s position of perceived power in order to deceive Plaintiff and the Class members to purchase the products. Therefore, the injury suffered by Plaintiff and members of the Class is not an injury which these consumers could reasonably have avoided.

75. Thus, Defendant's conduct has violated the "unfair" prong of California Business & Professions Code § 17200.

FRAUDULENT

76. California Business & Professions Code § 17200 prohibits any “fraudulent ... business act or practice.” In order to prevail under the “fraudulent” prong of the UCL, a consumer must allege that the fraudulent business practice was likely to deceive members of the public.

77. The test for “fraud” as contemplated by California Business and Professions Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.

78. Here, not only were Plaintiff and the Class and Sub-Class members likely to be deceived, but these consumers were actually deceived by Defendant. Such deception is evidenced by the fact that Plaintiff agreed to purchase Class Products at a price premium even though the Products contained artificial sodium phosphate and lactic acid. Plaintiff's reliance upon Defendant's deceptive statements is reasonable due to the unequal bargaining powers of Defendant and Plaintiff. For the same reason, it is likely that Defendant's fraudulent business practice would deceive other members of the public.

79. As explained above, Defendant deceived Plaintiff and other Class Members by labeling the Products containing “no artificial preservatives” when in fact the Products contain artificial sodium phosphate and lactic acid.

81. California Business and Professions Code Section 17200, et seq. prohibits “any unlawful...business act or practice.”

83. Defendant used false advertising, marketing, and misrepresentations to induce Plaintiff and Class and Sub-Class Members to purchase the Class Products, in violation of California Business and Professions Code Section 17500, et seq.

85. Defendant has thus engaged in unlawful, unfair, and fraudulent business acts entitling Plaintiff and Class and Sub-Class Members to judgment and equitable relief against Defendant, as set forth in the Prayer for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and Class and Sub-Class Members seek an order requiring Defendant to immediately cease such acts of unlawful, unfair, and fraudulent business practices and requiring Defendant to correct its actions.

72. Plaintiff and Classes Members allege that they have fully complied with all contractual and other legal obligations and fully complied with all conditions precedent to bringing this action or all such obligations or conditions are excused.

Plaintiff requests a trial by jury as to all claims so triable.

Plaintiff, on behalf of himself and the Class and Sub-Class, requests the following

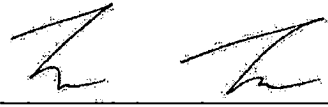
1 relief:

- 2 (a) An order certifying the Class and Sub-Class and appointing Plaintiff as
3 Representative of the Class and Sub-Class;
- 4 (b) An order certifying the undersigned counsel as Class and Sub-Class
5 Counsel;
- 6 (c) An order requiring Defendant to engage in corrective advertising
7 regarding the conduct discussed above;
- 8 (d) Actual damages suffered by Plaintiff and Class and Sub-Class Members
9 as applicable or full restitution of all funds acquired from Plaintiff and
10 Class and Sub-Class Members from the sale of misbranded Class
11 Products during the relevant class period;
- 12 (e) Punitive damages, as allowable, in an amount determined by the Court or
13 jury;
- 14 (f) Any and all statutory enhanced damages;
- 15 (g) All reasonable and necessary attorneys' fees and costs provided by
16 statute, common law or the Court's inherent power;
- 17 (h) Pre- and post-judgment interest; and
- 18 (i) All other relief, general or special, legal and equitable, to which Plaintiff
19 and Class and Sub-Class Members may be justly entitled as deemed by
20 the Court.

21
22 Dated: November 12, 2025

Respectfully submitted,

23 LAW OFFICES OF TODD M. FRIEDMAN, PC

24
25
26 By: 
27 TODD M. FRIEDMAN, Esq.
28 Attorney for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Todd M. Friedman, SBN 216752 23586 Calabasas Road Suite 105, Calabasas, CA 91302 TELEPHONE NO.: 323-306-4234 FAX NO.: EMAIL ADDRESS: tfriedman@toddfllaw.com ATTORNEY FOR (Name): Plaintiff Michael Dotson	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 11/12/2025 10:33 AM David W. Slayton, Executive Officer/Clerk of Court, By J. Covarrubias, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: Michael Dotson v. Post Holdings, Inc. d/b/a Bob Evans Farms, LLC	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000)	☐ Limited (Amount demanded is \$35,000 or less)
Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 25STCV33161 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☒ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|---|
| a. ☐ Large number of separately represented parties
b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☒ Substantial postjudgment judicial supervision |
|--|---|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): 2
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: November 12, 2025

Todd M. Friedman, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award
(not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint
Case *(non-tort/non-complex)*
Other Civil Complaint
(non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Michael Dotson v. Post Holdings, Inc.	CASE NUMBER 25STCV33161
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Michael Dotson v. Post Holdings, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		☐ 2307 Construction Accidents	1, 4
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		☐ 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☒ 3501 Other Non-Personal Injury/Property Damage Tort	1
Employment	Wrongful Termination (36)	☐ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Michael Dotson v. Post Holdings, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Michael Dotson v. Post Holdings, Inc.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		☐ 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9
		☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

SHORT TITLE

Michael Dotson v. Post Holdings, Inc.

CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON:

☒ 1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11

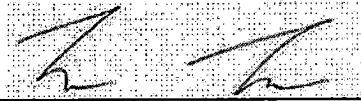
ADDRESS:

CITY:

STATE:

ZIP CODE:

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 11/12/2025


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/12/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Covarrubias</u> Deputy
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 25STCV33161

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Samantha Jessner	7					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court

on 11/13/2025
(Date)

By J. Covarrubias, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**

<https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>

4. Mandatory Settlement Conferences (MSC): MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/C10047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/C10109.aspx>
For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

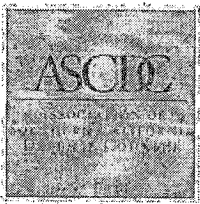


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference

Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

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(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

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

General Order Re) ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation) EXTENDING TIME TO RESPOND BY
Stipulations) 30 DAYS WHEN PARTIES AGREE
) TO EARLY ORGANIZATIONAL
) MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
Rizalinda Mina

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

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
— MANDATORY ELECTRONIC FILING)
FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) **MANDATORY ELECTRONIC FILING**

a) **Trial Court Records**

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) **Represented Litigants**

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) **Public Notice**

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.

- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.

WHAT IS ADR?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

DISADVANTAGES OF ADR

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial.** ADR does not provide a public trial or decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*

RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.
- Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASCDC), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/CI0047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

Exhibit B

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19 *Attorneys for Defendant*
20 *Post Holdings, Inc.*

21 **UNITED STATES DISTRICT COURT**

22 **CENTRAL DISTRICT OF CALIFORNIA**

23 MICHAEL DOTSON, individually, and
24 on behalf of others similarly situated,

25 Plaintiff,

26 vs.

27 POST HOLDINGS, INC., d/b/a BOB
28 EVANS FARMS, LLC,

Defendant.

Case No. _____

[Los Angeles Superior Court Case No.
25STCV33161]

**DECLARATION OF CIARE JAMES
IN SUPPORT OF DEFENDANT POST
HOLDINGS, INC.'S NOTICE OF
REMOVAL OF ACTION UNDER 28
U.S.C. §§ 1332, 1441 & 1446**

Complaint Filed: November 12, 2025
Complaint Served: November 19, 2025

DECLARATION OF CIARE JAMES

I, Ciare James, declare and state as follows:

1. I am the SVP, Marketing for Bob Evans Farms, LLC (“Bob Evans”). I make this declaration based on my personal knowledge, my review of records maintained by Bob Evans in the ordinary course of business, and my involvement with the company since 2020. If called upon as a witness, I could and would competently testify to the matters set forth herein.

2. Bob Evans is a wholly owned subsidiary of Bob Evans Farms, Inc. (“Bob Evans Farms”). Bob Evans Farms is a Delaware corporation with its principal place of business in Ohio. Furthermore, Bob Evans Farms is a wholly owned subsidiary of Post Holdings, Inc. (“Post Holdings”), which is a Missouri corporation with its principal place of business in Missouri.

3. I am located in New Albany, Ohio. My job responsibilities entail setting and executing brand strategy, including managing the product portfolio and any marketing communications associated with the Bob Evans brand.

4. I have reviewed a copy of the Complaint filed in the Superior Court of the State of California for the County of Los Angeles, Case No. 25STCV33161, by Plaintiff Michael Dotson against Post Holdings (the “Complaint”).

5. I am aware that, among other things, Plaintiff seeks in his Complaint injunctive relief aimed at the “no artificial preservatives” representation from labeling and marketing of certain macaroni-and-cheese products under the Bob Evans brand name (referred to by Plaintiff as the “Products”) and also seeks to have Bob Evans engage in a corrective advertising campaign concerning that packaging language.

6. Reasonable estimates for complying with Plaintiff’s demands are below:

- (a) **The discontinuation and removal of “no artificial preservatives” representations from labeling and marketing of the products.** The Products are distributed nationally, and it would not be practical to change the label for the California market only. This relief would therefore require

1 repackaging of all Bob Evans macaroni-and-cheese products distributed in the
 2 United States. Bob Evans estimates the cost of this relief would exceed
 3 \$75,000. The basis for this estimate is Bob Evans's significant experience in
 4 the work and expense that goes into a labeling change, which, in this case,
 5 would include the following:

- 6 (i) The loss associated with the inability to use a large amount of existing
 7 packaging;
- 8 (ii) The expense of Bob Evans's label redesign as well as the lost
 9 productivity expense sustained by shifting the Bob Evans marketing
 10 and creative teams to work on the redesign;
- 11 (iii) The expense of purchasing new packaging;
- 12 (iv) Potential lost sales for our stock items while awaiting new packaging;
- 13 (v) Removal of in-store materials as well as creating new in-store
 14 materials; and,
- 15 (vi) Repackaging or otherwise manually covering the claims on current
 16 inventory both at Bob Evans and possibly already in the custody and
 17 control of Bob Evans customers.

18 (b) **The institution of a "corrective advertising campaign," regarding the "no**
 19 **artificial preservatives" statement on the Products.** The cost of complying
 20 with this demand would be in excess of \$75,000. The basis for this estimate
 21 is Bob Evans's significant experience of the work and expense that goes into
 22 a marketing campaign, which, in this case, could include the following:

- 23 (i) The cost of print, digital, television, and radio advertising nationwide
 24 and/or in California;
- 25 (ii) The cost of Bob Evans's marketing and creative service functions to
 26 work on the materials for the campaign; and
- 27 (iii) The expense of changing all sales materials for the products and
 28 educating the sales force on the issue.

Exhibit C

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*Attorneys for Defendant
Post Holdings, Inc.*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MICHAEL DOTSON, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

POST HOLDINGS, INC., d/b/a BOB
EVANS FARMS, LLC,

Defendant.

Case No. _____

[Los Angeles Superior Court Case No.
25STCV33161]

**DECLARATION OF SHAWN OBI IN
SUPPORT OF DEFENDANT POST
HOLDINGS, INC.'S NOTICE OF
REMOVAL OF ACTION UNDER 28
U.S.C. §§ 1332, 1441 & 1446**

Complaint Filed: November 12, 2025
Complaint Served: November 19, 2025

DECLARATION OF SHAWN OBI

I, SHAWN OBI, declare and state as follows:

1. I am an attorney at law duly licensed and admitted to practice in the State of California and in the Central District of California. I am an attorney with the law firm Winston & Straw LLP, attorneys of record for Defendant Post Holdings, Inc. (“Post Holdings”). I make this declaration in support of Post Holding’s Notice of Removal. If called to testify in this proceeding, I could and would competently testify as follows.

2. Post Holdings’s state of incorporation is Missouri. Post Holdings’s principal place of business is located at 2503 S. Hanley Road, St. Louis, Missouri 63144.

3. Based upon my law firm’s vast experience in similar matters, it is likely that Plaintiff’s counsel will incur approximately \$40,000 in initial motions practice and discovery expenses and will incur at least \$40,000 on class certification and summary judgment briefing. Assuming Plaintiff’s counsel charges \$500 per hour, this would require only 151 hours to exceed \$75,000.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of that the foregoing is true and correct.

Executed this 18th day of December, 2025, in Los Angeles, California,

/s/ Shawn Obi

Shawn Obi

*Attorney for Defendant
Post Holdings, Inc.*