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TABLE OF CONTENTS OF EXHIBITS

EX. NO.	DESCRIPTION	PAGE
1	Class Action Complaint	4
2	Civil Cover Sheet	31
3	Original Summons	34
4	All other documents filed in this case revealed in the public docket	36

Exhibit 1

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Superior Court of California,
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By Mallori Dixon, Deputy Clerk

6 *Attorneys for Plaintiff and the Putative Class*

7
8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 MAYRA MOORE, individually, and on behalf of
all others similarly situated,

11 Plaintiff,

12 v.

13 PLUM, INC. D/B/A PLUM ORGANICS, a
14 California corporation; and DOES 1 through 10,
inclusive,

15 Defendants.
16
17
18
19

Case No.: 37-2021-00014695-CU-MC-CTL
[E-FILE]

CLASS ACTION COMPLAINT

1. **Violation of California’s Unfair Competition Laws (“UCL”); Cal. Bus. & Prof. Code §§ 17200, et seq.**
 2. **Violation of California’s False Advertising Laws (“FAL”); Cal. Bus. & Prof. Code §§ 17500, et seq.**
 3. **Violations of California’s Consumer Legal Remedies Act (“CLRA”); Cal. Civ. Code §§ 1750, et seq.**
 4. **Breach of Express Warranty**
 5. **Breach of Implied Warranty**
- [DEMAND FOR JURY TRIAL]**

20 Plaintiff Mayra Moore (“Plaintiff”), on behalf of herself and all others similarly situated, brings
21 this class action against Defendant Plum, Inc. dba Plum Organics (“Plum” or “Defendant”), based on
22 Defendant’s misleading, deceptive and unfair business practices with respect to the marketing, advertising,
23 labeling, packaging and sale of its baby food products, which contain levels of toxic heavy metals. Plaintiff
24 makes the following allegations based on the investigation of her counsel and on information and belief,
25 except as to allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

26 **INTRODUCTION**

27 1. This case involves a straightforward and systematic course of false, misleading, and
28 unlawful conduct: Defendant has misrepresented and falsely advertised that the baby food products it sells

1 are, among various things, organic, non-GMO, free from artificial preservatives, and safe and suitable for
2 consumption by infants and young children.¹

3 2. Parents and other caregivers, including Plaintiff and members of the Class, reasonably
4 believe that the baby food they purchase will be healthy, nutritious, and free from harmful substances and
5 contaminants. However, on February 4, 2021, The United States House of Representatives Subcommittee
6 on Economic and Consumer Policy, Committee on Oversight and Reform (“Subcommittee”) published a
7 report (“Subcommittee Report”), revealing its findings that numerous baby foods are “tainted with
8 significant levels of toxic heavy metals, including arsenic, lead, cadmium, and mercury.”² Plum did not
9 cooperate with the Subcommittee’s investigation, leaving the Subcommittee gravely concerned about
10 Plum’s lack of transparency.

11 3. Additionally, Healthy Babies Bright Futures—an alliance of nonprofit organizations,
12 scientists and donors that design and implement programs to reduce babies’ exposure to toxic chemicals—
13 tested a variety of baby foods to determine the levels of heavy metals contained in their products and
14 published their report in or around October 2019 (“Healthy Babies Bright Futures Report”).³ The Healthy
15 Babies Bright Futures Report revealed that several of Defendant Plum’s products contained various levels
16 of toxic heavy metals.⁴

17 4. Given the health risks associated with the consumption of high levels of toxic heavy metals,
18 the presence of these substances is material to consumers.

19 5. Defendant Plum knew that the presence of toxic heavy metals in its baby food products
20 was material to consumers, which is evidenced by its representations that its baby food products are tested
21 for such substances. Yet Defendant Plum chose to omit and conceal that its baby food products contained,
22 or were at risk of containing, levels of heavy toxic metals, and therefore deceptively misled Plaintiff and
23 members of the Class that purchased these products in reliance on Plum’s representations.

24
25 ¹ See e.g., <https://www.plumorganics.com/products/peaches-baby-food/>; see also <https://www.walmart.com/ip/Plum-Organics-Jammy-Sammy-Peanut-Butter-Strawberry-5-1oz-6-Packs-of-5/902827112>.

26 ² See *Baby Foods Are Tainted with Dangerous Levels of Arsenic, Lead, Cadmium, and Mercury*, Staff
27 Report, Staff of H. Subcomm. On Econ. And Consumer Policy, Comm. On Oversight and Reform, 117th
28 Cong., <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/2021-02-04%20ECP%20Baby%20Food%20Staff%20Report.pdf> (Feb. 4, 2021) (“Subcommittee Report”).

³ See generally Healthy Babies Bright Futures Report.

⁴ See generally *id.*

1 6. Plaintiff seeks relief in this action individually, and on behalf of all other similarly situated
2 individuals in California who purchased Defendant’s falsely and deceptively labeled baby food Products
3 during the statute of limitations period, for breach of express and implied warranty, and for violations of
4 California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), California’s False
5 Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.* (“FAL”), and California’s Unfair Competition
6 Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”).

7 **JURISDICTION AND VENUE**

8 7. This Court has jurisdiction over Plum and the claims set forth below pursuant to Code of
9 Civil Procedure § 410.10 and the California Constitution, Article VI § 10, because Plum maintains its
10 principal place of business in California and the case is a cause not given by statute to the other trial courts.

11 8. Venue is proper in the Superior Court of California, County of San Diego, because Plaintiff
12 resides in this County, the acts and transactions giving rise to her causes of action occurred in this County,
13 and Plum has conducted business and sold its baby food Products throughout California, including
14 prominently in the County of San Diego, which has caused both obligations and liability of Plum to arise
15 in the County of San Diego.

16 9. The amount in controversy exceeds the jurisdictional minimum of this Court.

17 **THE PARTIES**

18 10. Plaintiff Mayra Moore (“Plaintiff Moore”) is a citizen of the State of California and resides
19 in San Diego County, California. Plaintiff Moore purchased the following products (“Products”):

- 20 a. Plum Organics Stage 1 (4+ months) Just Sweet Potato Organic Baby Food Pouch
21 b. Plum Organics Stage 2 (6+ months) Mango, Sweet Potato, Apple & Millet Organic
22 Baby Food Pouch
23 c. Plum Organics Stage 2 (6+ months) Mango, Yellow Zucchini, Corn & Turmeric
24 Organic Baby Food Pouch
25 d. Plum Organics Stage 2 (6+ months) Pea, Kiwi, Pear & Avocado Organic Baby
26 Food Pouch
27 e. Plum Organics Stage 2 (6+ months) Peach, Banana & Apricot Organic Baby Food
28 Pouch
f. Plum Organics Stage 2 (6+ months) Pear & Mango Organic Baby Food Pouch
g. Plum Organics Stage 2 (6+ months) Pear, Purple Carrot & Blueberry Organic Baby
Food Pouch

- 1 h. Plum Organics Stage 2 (6+ months) Pear, Spinach & Pea Organic Baby Food Pouch
- 2 i. Plum Organics Stage 2 (6+ months) Sweet Potato, Apple & Corn Organic Baby Food Pouch
- 3 j. Plum Organics Banana with Pumpkin Little Teethers Wafers
- 4 k. Plum Organics Blueberry Little Teethers Wafers
- 5 l. Plum Organics Tots Jammy Sammy–Peanut Butter & Strawberry Bar

6 11. Plaintiff believed she was feeding her child healthy, nutritious foods during the time she
7 purchased and fed her child Defendant Plum’s baby food Products. Due to the false and misleading claims
8 and omissions by Defendant Plum as described herein, Plaintiff was unaware that the baby food Products
9 sold by Plum contained any level of toxic heavy metals, and Plaintiff would not have purchased the
10 products if that information had been fully disclosed.

11 12. Defendant Plum is a Delaware public benefit corporation, with its principal place of
12 business and headquarters located at 1485 Park Avenue, Suite 200, Emeryville, California, 94608. Plum
13 was acquired by Campbell Soup Company in 2013. Defendant Plum does business throughout the United
14 States, and manufactures, markets, advertises, labels, represents, warrants, distributes, and sells baby food
15 products online and at brick-and-mortar retail stores.

16 13. The true names and capacities of Does 1 through 10, inclusive, are unknown to Plaintiff at
17 this time, and Plaintiff therefore sues such Doe defendants under fictitious names. Upon information and
18 belief, each defendant designated as a Doe is in some manner responsible for the occurrences alleged
19 herein, and Plaintiff and Class members’ injuries and damages, as alleged herein, were proximately caused
20 by the conduct of such Doe defendants. Plaintiff will seek leave of the Court to amend this Complaint to
21 allege the true names and capacities of such Doe defendants when ascertained.

22 **FACTUAL ALLEGATIONS**

23 **A. Defendant Falsely Marketed and Advertised its Baby Food Products**

24 14. Defendant Plum manufactures, markets, advertises, labels, represents, warrants,
25 distributes, and sells baby food products throughout the United States under the Plum Organics label.
26 Plum makes various representations about its Products, including that they are organic, non-GMO, and
27 contain “no added preservatives or artificial flavors.”⁵

28 _____
⁵ See e.g., <https://www.plumorganics.com/products/peaches-baby-food/>; see also <https://www.walmart.com/ip/Plum-Organics-Jammy-Sammy-Peanut-Butter-Strawberry-5-1oz-6-Packs-of-5/902827112>.

1 15. Plum claims on its website that it is confident in the safety and quality of its products, and
 2 its top priority is to serve children healthy, nutritious foods made from the best ingredients.⁶ Plum
 3 promises that it is committed to minimizing environmental contaminants including heavy metals within
 4 its products, and assures its products are safe to eat.⁷

5 16. The products at issue are various types of Plum's baby food products that contain, or are
 6 at risk of containing, heavy metals, including but not limited to the Products purchased by Plaintiff,⁸ and
 7 may include other Plum Organics baby food Products, such as:

- 8 • Plum Organics Stage 1 (4+ months) Just Peaches Organic Baby Food Pouch
- 9 • Plum Organics Stage 1 (4+ months) Just Sweet Potato Organic Baby Food Pouch
- 10 • Plum Organics Stage 1 (4+ months) Just Mangos Organic Baby Food Pouch
- 11 • Plum Organics Stage 1 (4+ months) Just Prunes Organic Baby Food Pouch
- 12 • Plum Organics Stage 2 (6+ months) Banana & Pumpkin Organic Baby Food Pouch
- 13 • Plum Organics Stage 2 (6+ months) Banana, Zucchini & Amaranth Organic Baby
Food Pouch
- 14 • Plum Organics Stage 2 (6+ months) Apple Butternut Squash & Granola Organic
Baby Food Pouch
- 15 • Plum Organics Stage 2 (6+ months) Pear Blueberry Avocado & Granola Organic
Baby Food Pouch
- 16 • Plum Organics Stage 2 (6+ months) Strawberry Banana & Granola Organic Baby
Food Pouch
- 17 • Plum Organics Stage 2 (6+ months) Mango Carrot & Coconut Cream Organic Baby
Food Pouch
- 18 • Plum Organics Stage 2 (6+ months) Apple, Blackberry & Coconut Cream Organic
Baby Food Pouch
- 19 • Plum Organics Stage 2 (6+ months) Apple, Cauliflower & Leek Organic Baby
Food Pouch
- 20 • Plum Organics Stage 2 (6+ months) Pumpkin, banana, Papaya & Cardamom
Organic Baby Food Pouch
- 21 • Plum Organics Stage 2 (6+ months) Apple, Plum, Berry & Barley Organic Baby
Food Pouch
- 22 • Plum Organics Stage 2 (6+ months) Apple, Raspberry, Spinach & Greek Yogurt
Organic Baby Food Pouch
- 23 • Plum Organics Stage 2 (6+ months) Apple, Spinach & Avocado Organic Baby
Food Pouch
- 24 • Plum Organics Stage 2 (6+ months) Apple, Raisin & Quinoa Organic Baby Food
Pouch
- 25 • Plum Organics Stage 2 (6+ months) Apple, Raisin & Quinoa Organic Baby Food
Pouch
- 26 • Plum Organics Stage 2 (6+ months) Apple, Raisin & Quinoa Organic Baby Food
Pouch

27 ⁶ *Plum Organics, FAQs*, <https://www.plumorganics.com/faqs/>

28 ⁷ *Id.*

⁸ Plaintiff reserves the right to amend this definition upon completion of discovery.

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- Plum Organics Stage 2 (6+ months) Apple & Broccoli Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Apple & Carrot Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Butternut Squash, Carrot, Chickpea & Corn Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Carrot, Bean, Spinach & Tomato Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Guava, Pear & Pumpkin Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Kale, Corn, Carrot & Tomato Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Mango, Sweet Potato, Apple & Millet Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Mango, Yellow Zucchini, Corn & Turmeric Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Pea, Kiwi, Pear & Avocado Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Peach, Banana & Apricot Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Peach, Pumpkin, Carrot & Cinnamon Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Pear & Mango Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Pear, Green Bean & Greek Yogurt Organic Food Pouch
- Plum Organics Stage 2 (6+ months) Pear, Purple Carrot & Blueberry Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Pear, Spinach & Pea Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Pumpkin, Spinach, Chickpea & Broccoli Organic Baby Food Pouch
- Plum Organics Stage 2 (6+ months) Sweet Potato, Apple & Corn Organic Baby Food Pouch
- Plum Organics Stage 3 (6+ months) Carrot, Spinach, Turkey, Corn, Apple & Potato Organic Baby Food Pouch
- Plum Organics Stage 3 (6+ months) Carrot, Sweet Potato, Corn, Pea & Chicken Organic Baby Food Pouch
- Plum Organics Stage 3 (6+ months) Carrot, Chickpea, Pea, Beef & Tomato Organic Baby Food Pouch
- Plum Organics Apple with Spinach Cereal Super Puffs
- Plum Organics Strawberry with Beet Cereal Super Puffs
- Plum Organics Mango with Sweet Potato Cereal Super Puffs
- Plum Organics Blueberry with Purple Sweet Potato Cereal Super Puffs
- Plum Organics Apple with Leafy Greens Little Teethers Wafers
- Plum Organics Banana with Pumpkin Little Teethers Wafers
- Plum Organics Blueberry Little Teethers Wafers
- Plum Organics Tots Mighty 4 Blends Mango & Pineapple, White Bean, Butternut Squash, & Oat Organic Baby Food Pouch

- 1 • Plum Organics Tots Mighty 4 Blends Sweet Potato, Banana & Passionfruit, Greek
Yogurt & Oat Organic Baby Food Pouch
- 2 • Plum Organics Tots Mighty 4 Blends Strawberry Banana, Greek Yogurt, Kale, Oat
& Amaranth Organic Baby Food Pouch
- 3 • Plum Organics Tots Mighty 4 Blends Banana, Blueberry, Sweet Potato, Carrot,
Greek Yogurt & Millet Organic Baby Food Pouch
- 4 • Plum Organics Tots Mighty 4 Blends Apple, Blackberry, Purple Carrot, Greek
5 Yogurt & Oat Organic Baby Food Pouch
- 6 • Plum Organics Tots Mighty 4 Blends Banana, Kiwi, Spinach, Greek Yogurt &
Barley Organic Baby Food Pouch
- 7 • Plum Organics Tots Mighty 4 Blends Banana, Peach, Pumpkin, Carrot, Greek
8 Yogurt & Oat Organic Baby Food Pouch
- 9 • Plum Organics Tots Mighty 4 Blends Guava, Pomegranate, Black Bean, Carrot, &
Oat Organic Baby Food Pouch
- 10 • Plum Organics Tots Mighty 4 Blends Pear, Cherry, Blackberry, Strawberry, Black
11 Bean, Spinach & Oat Organic Baby Food Pouch
- 12 • Plum Organics Tots Mighty Veggie Sweet Potato, Apple, Banana, Carrot Organic
Baby Food Pouch
- 13 • Plum Organics Tots Mighty Veggie Zucchini, Apple, Watermelon & Barley
Organic Baby Food Pouch
- 14 • Plum Organics Tots Mighty Veggie Spinach, Grape, Apple & Amaranth Organic
15 Baby Food Pouch
- 16 • Plum Organics Tots Mighty Veggie Carrot, Pear, Pomegranate & Oats Organic
Baby Food Pouch
- 17 • Plum Organics Tots Mighty Protein & Fiber Mango, Banana, White Bean,
18 Sunflower Seed Butter & Chia Organic Baby Food Pouch
- 19 • Plum Organics Tots Mighty Protein & Fiber Banana, White Bean, Strawberry &
Chia Organic Baby Food Pouch
- 20 • Plum Organics Tots Mighty Protein & Fiber Pear, White Bean, Blueberry, Date &
Chia Organic Baby Food Pouch
- 21 • Plum Organics Tots Mighty Snack Bars–Pumpkin Banana
- 22 • Plum Organics Tots Mighty Snack Bars–Strawberry
- 23 • Plum Organics Tots Mighty Snack Bars–Blueberry
- 24 • Plum Organics Tots Mighty Morning–Banana, Blueberry, Oat, Quinoa Organic
25 Baby Food Pouch
- 26 • Plum Organics Tots Mighty Morning Bar–Apple Cinnamon
- 27 • Plum Organics Tots Mighty Morning Bar–Blueberry Lemon
- 28 • Plum Organics Tots Mighty Nut Butter Bar–Almond Butter
- Plum Organics Tots Mighty Nut Butter Bar–Peanut Butter
- Plum Organics Tots Teensy Snacks–Peach Tot Fruit Snacks
- Plum Organics Tots Teensy Snacks–Berry Tot Fruit Snacks
- Plum Organics Tots Jammy Sammy–Peanut Butter & Strawberry Bar
- Plum Organics Tots Jammy Sammy–Peanut Butter & Grape Bar
- Plum Organics Tots Jammy Sammy–Blueberry & Oatmeal Bar

- Plum Organics Tots Jammy Sammy–Apple Cinnamon & Oatmeal Bar
- Plum Organics Kids Mashups–Applesauce Blueberry Carrot Pouch
- Plum Organics Kids Mashups–Applesauce Carrot & Mango Pouch
- Plum Organics Kids Mashups–Applesauce Strawberry & Beet Pouch
- Plum Organics Kids Mashups–Applesauce Strawberry & Banana Pouch
- Plum Organics Infant Gentle Organic Infant Formula with Iron, Milk-Based Powder, 0–12 Months

17. Plum uses words such as “organic” and categorizes its products by milestones such as “baby,” “tots,” and “kids,” and stages such as “Stage 1 (4+ months),” “Stage 2 (6+ months),” “Stage 3 (6+ months)” to emphasize the foods suitability for consumption by infants and young children.

18. Plum’s labels and packaging do not disclose that the Products contain, or may contain, levels of toxic heavy metals.

B. Defendant’s Marketing and Advertising Misled and Deceived Consumers

19. Parent consumers are drawn to representations such as the ones claimed on Plum’s website because parents pay attention to what ingredients are in the baby food they purchase for their child. Parents are cautious and vigilant because they do not want to expose their children to potentially harmful substances or chemicals, such as heavy metals like arsenic, lead, mercury, and cadmium.

20. Plum’s marketing of its Products wrongfully conveys to consumers that the Products have certain superior quality and characteristics that they do not actually possess. For example, Plum’s misrepresentations caused Plaintiff and other consumers to believe that its Products do not contain high levels of toxic heavy metals through its marketing and omissions, which is material information to a reasonable consumer.

21. In light of Plum’s marketing, including its professed commitment to providing organic, non-GMO products that are free added preservatives and artificial flavors,⁹ Plum knew or should have known that the Products contained toxic heavy metals or potentially dangerous contaminants that pose health risks to humans, and particularly to infants and young children. Plum knew consumers purchased the Products based on the reasonable expectation that Plum manufactured the Products in a way that was prescribed by its marketing and advertising.

⁹ See e.g., <https://www.plumorganics.com/products/peaches-baby-food/>; see also <https://www.walmart.com/ip/Plum-Organics-Jammy-Sammy-Peanut-Butter-Strawberry-5-1oz-6-Packs-of-5/902827112>; see also Plum Organics, Food Philosophy, <https://www.plumorganics.com/food-philosophy/>.

1 22. Plum intended that Plaintiff and Class Members and other consumers rely on these
2 representations, as evidenced by the intentional and conspicuous omission on the Products’ packaging that
3 they contain dangerously levels of heavy metals, as well as Plum’s advertising, marketing, and labeling
4 of the Products as organic, non-GMO, free from added preservatives and artificial flavors, and safe for
5 consumption by infants and young children.¹⁰

6 23. Based on Plum’s decision to advertise, label, and market its Products as organic, non-
7 GMO, free from added preservatives and artificial flavors, and safe for consumption by infants and young
8 children, Plum had a duty to ensure that these statements were true and not misleading. As such, Plum
9 knew or should have known that the Products included nondisclosed levels of toxic heavy metals.

10 24. However, Plum’s marketing is deceptive, misleading, unfair and false to Plaintiff and other
11 consumers of its Products. Plum failed to disclose that the products contain or may contain any level of
12 heavy metals or other undesirable toxins or contaminants. Plum intentionally omitted this in order to
13 induce and mislead reasonable consumers like Plaintiff and members of the Class to purchase the Products.

14 25. As a result of Plum’s omissions, a reasonable consumer would have no reason to suspect
15 the presence of heavy metals in the Products without conducting his or her own tests or relying on tests
16 conducted by a third party.

17 26. Plum therefore acted negligently, recklessly, unfairly, and/or intentionally with its
18 deceptive, misleading, unfair, and false marketing and omissions as described herein.

19 **C. Heavy Metals in Plum’s Products**

20 27. Heavy metals such as arsenic, lead, mercury, and cadmium are known as “developmental
21 neurotoxins” that can harm a baby’s developing brain and nervous system. Exposure to these neurotoxins
22 can result in a loss of intellectual capacity and behavioral problems like attention-deficit hyperactivity
23 disorder (“ADHD”).¹¹ Though heavy metals are naturally found in the environment, most heavy metals
24 in foods come from contaminated soil or water. The contamination comes from either farming or
25 manufacturing practices, such as the use of pesticides, mining, and smelting or pollution.

26 ¹⁰ See e.g., <https://www.plumorganics.com/products/peaches-baby-food/>; see also <https://www.walmart.com/ip/Plum-Organics-Jammy-Sammy-Peanut-Butter-Strawberry-5-1oz-6-Packs-of-5/902827112>; see
27 also Plum Organics, Food Philosophy, <https://www.plumorganics.com/food-philosophy/>.

28 ¹¹ Jane Houlihan and Charlotte Brody, *What’s in my baby’s food?*, Healthy Babies Bright Futures, at 9
(Oct. 2019), [https://www.healthybabyfood.org/sites/healthybabyfoods.org/files/2020-04/BabyFoodRep
ort_ENGLISH_R6.pdf](https://www.healthybabyfood.org/sites/healthybabyfoods.org/files/2020-04/BabyFoodReport_ENGLISH_R6.pdf) (“Healthy Babies Bright Futures Report”).

1 28. The U.S. Food and Drug Administration (“FDA”) has declared that inorganic arsenic, lead,
2 cadmium, and mercury are dangerous, particularly to infants and children, and “lead to illness,
3 impairment, and in high doses, death.”¹²

4 29. The Healthy Babies Bright Futures Report revealed that Plum’s Little Teethers Multigrain
5 Wafers (Banana and Pumpkin) contained 49.9 parts per billion (“ppb”) of arsenic, 1.4 ppb of lead, 6.3 ppb
6 of cadmium, and .726 ppb of mercury.¹³

7 30. In addition to the Healthy Babies Bright Futures Report, as mentioned above, the
8 Subcommittee published a report revealing findings that numerous baby foods are “tainted with significant
9 levels of toxic heavy metals, including arsenic, lead, cadmium, and mercury.”¹⁴ According to the
10 Subcommittee Report, Plum Organics refused to cooperate with the Subcommittee’s investigation, and
11 did not produce testing results or any specific internal testing standards for substances such as heavy
12 metals. The Subcommittee is greatly concerned that these companies may be obscuring the presence of
13 even higher levels of toxic heavy metals in their baby food products than their competitors’ products.
14 Plum seemed to only have provided a spreadsheet self-declaring that all of its products “meet criteria.”¹⁵

15 31. As noted by the Subcommittee, babies’ developing brains are “exceptionally sensitive to
16 injury caused by toxic chemicals, and several developmental processes have been shown to be highly
17 vulnerable to chemical toxicity.”¹⁶

18 32. Furthermore, the Subcommittee Report noted that exposing children to toxic heavy metals
19 causes permanent decreases in IQ, an increased risk of future criminal and antisocial behavior, and
20 “untreatable and frequently permanent” brain damage. The Subcommittee Report demonstrated the
21 consequences that can result due to exposure to toxic heavy metals, noting that one study showed that for
22 each IQ point lost, a child’s lifetime estimated earning capacity will decrease by over \$18,000.¹⁷

23
24
25 ¹² Subcommittee Report at 9.

26 ¹³ Healthy Babies Bright Futures Report at 27.

27 ¹⁴ Subcommittee Report at 9.

28 ¹⁵ *Id.* at 3; 43–44.

¹⁶ *Id.* at 9.

¹⁷ *Id.*

1 **a. Arsenic**

2 33. Arsenic is a heavy metal contaminant that is found in food and drinking water from its
3 long-time use as a pesticide and additive in animal feed. Arsenic has been known to cause bladder, lung,
4 and skin cancer, and can also harm the developing brain and nervous system.¹⁸ At least 13 studies link
5 arsenic to IQ loss for children exposed to it in utero or during the first few years of life.¹⁹

6 34. Another study on the effects of arsenic revealed an average loss of 5-6 IQ points among
7 those who drank well water contaminated with arsenic at or above 5 ppb.²⁰ Studies find lasting impacts
8 when young children are exposed to arsenic early in life.²¹ There is also no evidence that the effects of
9 arsenic exposure are reversible.²²

10 35. The harmful effects of exposure to arsenic have caused the FDA to set standards limiting
11 the allowable amount of inorganic arsenic in various products, such as 10 ppb for bottled water.²³

12 **b. Cadmium**

13 36. Cadmium is a heavy metal that has been linked to neurotoxicity, cancer, kidney damage,
14 bone damage, and heart damage.²⁴

15 37. Cadmium is a number seven on the Agency For Toxic Substances and Disease Registry’s
16 (“ATSDR”) list of substances that is present in the environment that pose the most significant potential
17 threat to human health, and is associated with decreases in IQ and the development of ADHD.²⁵

18 38. The harmful effects of exposure to cadmium has caused the FDA to set the maximum
19 allowable level of cadmium in bottled water at 5 ppb.²⁶

20
21 _____
22 ¹⁸ Healthy Babies Bright Futures Report at 13.

23 ¹⁹ *Id.*

24 ²⁰ *Id.*

25 ²¹ *Id.* (“Studies find lasting impacts when children are exposed to arsenic early in life, including persistent
26 IQ deficits in children two years after their polluted drinking water was replaced, cognitive deficits among
27 school-age children exposed early in life, and neurological problems in adults who were exposed to
28 arsenic-poisoned milk as infants.”)

²² *Id.*

²³ 21 C.F.R. § 165.110; Subcommittee report at 4.

²⁴ Subcommittee report at 4.

²⁵ *Id.* at 12.

²⁶ *Id.* at 4.

1 **c. Lead**

2 39. Lead is a heavy metal that widely contaminates food from its long-time use as a pesticide,
3 its use in food processing equipment, and its presence at elevated levels in soil.²⁷ Lead is a number two
4 on ATSDR’s list of substances present in the environment that pose the most significant potential threat
5 to human health, and is associated with behavioral problems, decreased cognitive performance, delayed
6 puberty, and reduced postnatal growth.²⁸

7 40. According to the FDA, lead is especially dangerous to infants and young children.²⁹ Lead
8 exposure has been shown to severely affect academic achievement in children, and the effects of early
9 childhood exposure appear to be permanent.³⁰

10 41. The harmful effects of lead have caused the FDA to set the maximum allowable levels in
11 bottle water at 5 ppb of lead.³¹

12 **d. Mercury**

13 42. Mercury is a pollutant released from coal-fired power plants, mining operations and other
14 sources.³² Mercury is number three on ATSDR’s list of substances present in the environment that pose
15 the most significant potential threat to human health.³³

16 43. Pre-natal mercury exposure has been “consistently associated with adverse subsequent
17 neuro-development,” and post-natal mercury exposure has been associated with autistic behaviors among
18 preschool-age children.³⁴

19 44. The FDA has capped the allowable level of mercury in drinking water at 2 ppb.³⁵ Notably,
20 according to the Subcommittee Report, Plum provided notes that it has “no specific threshold established
21 because no high-risk ingredients are used” for testing its products for mercury. The Subcommittee stated
22

23 ²⁷ Healthy Babies Bright Futures Report at 13.

24 ²⁸ Subcommittee Report at 11.

25 ²⁹ *Id.*

26 ³⁰ *Id.*

27 ³¹ *Id.* at 4.

28 ³² Healthy Babies Bright Futures Report at 14.

29 ³³ Subcommittee Report at 12.

30 ³⁴ *Id.* at 12–13.

31 ³⁵ *Id.* at 4.

1 that this “misleading framing—of meeting criteria that do not exist—raises questions about what [Plum’s]
2 other thresholds actually are, and whether they exist.”³⁶

3 **D. Plaintiff and Class Members’ Reliance was Reasonable**

4 45. Plaintiff and Class Members reasonably relied on Defendant’s claims, warranties,
5 representations, advertisements, and other marketing sources concerning the quality of the Products.

6 46. Plaintiff and Class Members read and relied upon the labels and packaging of the Products
7 when making purchasing decisions. Had Plaintiff and Class Members known Plum’s Products actually
8 contained high levels of heavy metals, Plaintiff and Class Members would not have purchased the
9 Products.

10 47. A reasonable consumer would consider the labeling of a product when deciding whether
11 or not to purchase it. Here, Plaintiff and Class Members relied on the statements and omissions on the
12 Products’ labeling that led them to believe the Products were organic, non-GMO, free from added
13 preservatives and artificial flavors, and safe for consumption by infants and young children.

14 **CLASS ACTION ALLEGATIONS**

15 48. Plaintiff brings this action individually and on behalf of all other similarly situated Class
16 members pursuant to Code of Civil Procedure § 382, and seeks certification of the following Class:

17 All persons within the State of California who purchased Plum Organic’s Baby Food
18 Products for household or business use during the applicable statute of limitations and who
19 have not received a refund or credit for their purchase(s).

20 49. Excluded from the Class are the following individuals and/or entities: Defendant and its
21 parents, subsidiaries, affiliates, officers and directors, current or former employees, and any entity in
22 which Defendant has a controlling interest; all individuals who make a timely election to be excluded
23 from this proceeding using the correct protocol for opting out; and all judges assigned to hear any aspect
24 of this litigation, as well as their immediate family members. Plaintiff reserves the right to modify or
25 amend the definition of the proposed Class before the Court determines whether certification is
26 appropriate.

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³⁶ *Id.* at 45.

1 50. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or
2 add subclasses before the Court determines whether certification is appropriate.

3 51. ***Numerosity:*** The proposed Class is so numerous that joinder of all members would be
4 impractical. The Products are sold throughout the State of California. The number of individuals who
5 purchased the Products during the relevant time period is at least in the thousands. While the precise
6 number of Class members and their identities are unknown to Plaintiff at this time, these Class members
7 are identifiable and ascertainable. Accordingly, Class members are so numerous that their individual
8 joinder herein is impractical.

9 52. ***Existence and Predominance of Common Questions of Law and Fact:*** There are
10 questions of law and fact common to the proposed Class that will drive the resolution of this action and
11 will predominate over questions affecting only individual Class members. These questions include, but
12 are not limited to, the following:

- 13 a. whether Defendant misrepresented material facts and/or failed to disclose material
14 facts in connection with the packaging, marketing, distribution, and sale of the Products;
- 15 b. whether Defendant's use of packaging and advertising constituted false or
16 deceptive advertising;
- 17 c. whether Defendant engaged in unfair, unlawful and/or fraudulent business
18 practices;
- 19 d. whether Defendant's unlawful conduct, as alleged herein, was intentional and
20 knowing;
- 21 e. whether Plaintiff and the Class are entitled to damages and/or restitution, and in
22 what amount;
- 23 f. whether Defendant is likely to continue using false, misleading or unlawful conduct
24 such that an injunction is necessary; and
- 25 g. whether Plaintiff and the Class are entitled to an award of reasonable attorneys'
26 fees, interest, and costs of suit.

27 53. Defendant has engaged in a common course of conduct giving rise to violations of the legal
28 rights sought to be enforced uniformly by Plaintiff and Class Members. Similar or identical statutory and

1 common law violations, business practices, and injuries are involved. The injuries sustained by members
2 of the proposed Class flow, in each instance, from a common nucleus of operative fact, namely,
3 Defendant's deceptive packaging and advertising of the Products. Each instance of harm suffered by
4 Plaintiff and Class members has directly resulted from a single course of illegal conduct. Each Class
5 member has been exposed to the same deceptive practice, as each of the Products: (a) bear the materially
6 same representations regarding the health and quality of the Products, in that they are organic, non-GMO,
7 free from added preservatives and artificial flavors, and safe for consumption by infants and young
8 children, and (b) the Products actually contain, or are at risk of containing, levels of toxic heavy metals.
9 Therefore, individual questions, if any, pale in comparison to the numerous common questions presented
10 in this action.

11 54. **Typicality:** The representative Plaintiff's claims are typical of those of the proposed Class,
12 as all members of the proposed Class are similarly affected by Defendant's uniform unlawful conduct as
13 alleged herein. Plaintiff is advancing the same claims and legal theories on behalf of herself and all
14 members of the Class.

15 55. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the proposed Class,
16 as her interests do not conflict with the interests of the members of the proposed Class she seeks to
17 represent, and she has retained counsel competent and experienced in class action litigation. The interests
18 of the members of the Class will be fairly and adequately protected by the Plaintiff and her counsel.

19 56. **Superiority:** The nature of this action and the laws available to Plaintiff and the Class make
20 the use of the class action format a particularly efficient and appropriate procedure to afford relief to her
21 and the Class for the wrongs alleged. The damages or other financial detriment suffered by individual
22 Class members are relatively modest to the burden and expense that would be entailed by individual
23 litigation of their claims against Plum. It would thus be virtually impossible for Plaintiff and Class
24 members, on an individual basis, to obtain effective redress for the wrongs done to them. Absent the class
25 action, Class members and the general public would not likely recover, or would not likely have the chance
26 to recover, damages or restitution, and Plum would be permitted to retain the proceeds of its fraudulent
27 and deceptive misdeeds. Defendant has also acted, or failed to act, on grounds generally applicable to
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1 Plaintiff and the proposed Class, supporting the imposition of uniform relief to ensure compatible
2 standards of conduct toward the members of the Class.

3 **FIRST CLAIM FOR RELIEF**

4 **Violation of California’s Consumers Legal Remedies Act**
5 **California Civil Code § 17500, *et seq.***

6 57. Plaintiff repeats and realleges the allegations contained in paragraphs 1-56, as though fully
7 set forth herein.

8 58. Plaintiff brings this claim individually and on behalf of the members of the proposed Class
9 against Defendant pursuant to the CLRA, Cal. Civ. Code § 1750, *et seq.*

10 59. The Products are “goods” within the meaning of Cal. Civ. Code § 1761(a), Defendant is a
11 “person” within the meaning of Cal. Civ. Code § 1761(c), and the purchases of such Products by Plaintiff
12 and members of the Class constitute “transactions” within the meaning of Cal. Civ. Code § 1761(e).

13 60. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have
14 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have . .
15 . .” By marketing the Products with their current packaging, Defendant has represented and continues to
16 represent that the Products have characteristics (i.e., are organic, non-GMO, free from added preservatives
17 and artificial flavors, and safe for consumption by infants and young children) that they do not have.
18 Therefore, Defendant has violated § 1770(a)(5) of the CLRA.

19 61. Cal. Civ. Code § 1770(a)(7) prohibits “[r]espresenting that goods or services are of a
20 particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.”
21 By marketing the Products with their current packaging, Defendant has represented and continues to
22 represent that the Products are of a particular standard (i.e., are organic, non-GMO, free from added
23 preservatives and artificial flavors, and safe for consumption by infants and young children) which they
24 are not. Therefore, Defendant has violated § 1770(a)(7) of the CLRA.

25 62. Cal. Civ. Code § 1770(a)(9) prohibits “[a]dvertising goods or services with intent not to
26 sell them as advertised.” By marketing the Products as organic, non-GMO, free from added preservatives
27 and artificial flavors, and safe for consumption by infants and young children, but not intending to sell the
28 Products as such, Defendant has violated § 1770(a)(9) of the CLRA.

1 63. At all relevant times, Defendant has known or reasonably should have known that the
2 Products contained or were at risk of containing levels of toxic heavy metals, and that Plaintiff and other
3 members of the Class would reasonably and justifiably rely on the packaging in purchasing the Products.

4 64. Plaintiff and members of the Class have justifiably relied on Defendant’s misleading
5 representations when purchasing the Products. Moreover, based on the materiality of Defendant’s
6 misleading and deceptive conduct, reliance may be presumed or inferred for Plaintiff and members of the
7 Class.

8 65. Plaintiff and members of the Class have suffered and continue to suffer injuries caused by
9 Defendant because they would not have purchased them at all, had they known that the Products contain
10 or were at risk of containing levels of toxic heavy metals.

11 66. In accordance with Cal. Civ. Code § 1780(d), Plaintiff is filing a declaration of venue,
12 attached hereto as Exhibit A to this Complaint.

13 67. On April 5, 2021, Plaintiff, by and through her counsel, sent a notice letter by certified mail
14 to Plum of her intent to pursue claims under the CLRA, and an opportunity to cure, consistent with Cal.
15 Civ. Code § 1782.

16 68. If Defendant fails to respond to Plaintiff’s letter, fails to agree to rectify the problems
17 associated with the allegations detailed above, or fails to give notice to all affected consumers within
18 30 days of the date of written notice, as prescribed by § 1782, Plaintiff will move to amend her Complaint
19 to pursue CLRA claims for actual, punitive, and statutory damages, as appropriate against Defendant. As
20 to this cause of action, at this time, Plaintiff seeks only equitable relief.

21 69. Plaintiff requests that this Court enjoin Defendant from continuing to violate the CLRA as
22 discussed herein and/or from violating the CLRA in the future and to order restitution to Plaintiff and the
23 Class. Plaintiff also requests an award of attorneys’ fees and costs, and any other relief that the Court
24 deems proper, pursuant to Cal. Civ. Code § 1780(a).

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SECOND CLAIM FOR RELIEF

**Violation of California’s False Advertising Law
California Business & Professions Code § 17500, *et seq***

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4 70. Plaintiff repeats and realleges the allegations contained in paragraphs 1-56, as though fully
5 set forth herein.

6 71. Plaintiff brings this claim individually and on behalf of the members of the proposed Class
7 against Defendant pursuant to the FAL, Cal. Bus. & Prof. Code § 17500, *et seq*.

8 72. The FAL makes it “unlawful for any person to make or disseminate or cause to be made or
9 disseminated before the public . . . in any advertising device . . . or in any other manner or means whatever,
10 including over the Internet, any statement, concerning . . . personal property or services professional or
11 otherwise, or performance or disposition thereof, which is untrue or misleading and which is known, or
12 which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof.
13 Code § 17500.

14 73. Defendant has represented and continues to represent to the public, including Plaintiff and
15 members of the Class, through its deceptive packaging, that the Products are organic, non-GMO, free from
16 added preservatives and artificial flavors, and safe for consumption by infants and young children.
17 Because Defendant has disseminated misleading information regarding the Products, and Defendant
18 knows, knew, or should have known through the exercise of reasonable care that the representations were
19 and continue to be misleading, Defendant has violated the FAL.

20 74. As a result of Defendant’s false advertising, Defendant has and continues to unlawfully
21 obtain money from Plaintiff and members of the Class.

22 75. Plaintiff requests that this Court cause Defendant to restore this fraudulently obtained
23 money to her and members of the Class, to disgorge the profits Defendant made on these transactions, and
24 to enjoin Defendant from violating the FAL or violating it in the same fashion in the future as discussed
25 herein. Otherwise, Plaintiff and members of the Class may be irreparably harmed and/or denied an
26 effective and complete remedy if such an order is not granted.

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THIRD CLAIM FOR RELIEF

**Violation of California’s Unfair Competition Law (“UCL”),
California Business & Professions Code § 17200, et seq.**

76. Plaintiff repeats and realleges the allegations contained in paragraphs 1-56, as though fully set forth herein.

77. Plaintiff brings this claim individually and on behalf of the members of the proposed Class against Defendant.

78. The UCL, Cal. Bus. & Prof Code § 17200, provides, in pertinent part, that “unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising”

79. Under the UCL, a business act or practice is “unlawful” if it violates any established state or federal law. Defendant’s false and misleading advertising of the Products was and continues to be “unlawful” because it violates the CLRA, the FAL, and any other applicable laws described herein. As a result of Defendant’s unlawful business acts and practices, Defendant has unlawfully obtained money from Plaintiff and members of the Class.

80. Under the UCL, a business act or practice is “unfair” if it is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the benefits for committing such acts or practices are outweighed by the gravity of the harm to the alleged victims. Defendant’s conduct was and continues to be of no benefit to purchasers of the Products, as it is misleading, unfair, unlawful, and is injurious to consumers who rely on the packaging. Deceiving consumers as to the safety of the Products can make is of no benefit to consumers. Therefore, Defendant’s conduct was and continues to be “unfair.” As a result of Defendant’s unfair business acts and practices, Defendant has and continues to unfairly obtain money from Plaintiff and members of the Class.

81. Under the UCL, a business act or practice is “fraudulent” if it actually deceives or is likely to deceive members of the consuming public. Defendant’s conduct here was and continues to be fraudulent because it has the effect of deceiving consumers into believing that the Products are safe and suitable for consumption by infants and young children. Because Defendant misled Plaintiff and members of the Class, Defendant’s conduct was “fraudulent.” As a result of Defendant’s fraudulent business acts and

1 practices, Defendant has and continues to fraudulently obtain money from Plaintiff and members of the
2 Class.

3 82. Plaintiff requests that this Court cause Defendant to restore this unlawfully, unfairly, and
4 fraudulently obtained money to her, and members of the Class, to disgorge the profits Defendant made on
5 these transactions, and to enjoin Defendant from violating the UCL or violating it in the same fashion in
6 the future as discussed herein. Otherwise, Plaintiff and members of the Class may be irreparably harmed
7 and/or denied an effective and complete remedy if such an order is not granted.

8 **FOURTH CLAIM FOR RELIEF**

9 **Breach of Express Warranty**

10 83. Plaintiff repeats and realleges the allegations contained in paragraphs 1-56 as if fully set
11 forth herein.

12 84. Plaintiff brings this claim individually and on behalf of the members of the proposed Class
13 against Defendant for breach of express warranty.

14 85. California’s express warranty statutes provide that “(a) Any affirmation of fact or promise
15 made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain
16 creates an express warranty that the goods shall conform to the affirmation or promise,” and “(b) Any
17 description of the goods which is made part of the basis of the bargain creates an express warranty that
18 the goods shall conform to the description.” Cal. Com. Code § 2313.

19 86. Defendant has expressly warranted on the Product’s packaging that the Products are
20 organic, non-GMO, free from added preservatives and artificial flavors, and safe and suitable for
21 consumption by infants and young children. However, the Products actually contain, or are at risk of
22 containing, unsafe levels of toxic heavy metals.

23 87. These representations about the Products: (a) are affirmations of fact or promises made by
24 Defendant to consumers that the Products are organic, non-GMO, free from added preservatives and
25 artificial flavors, and safe and suitable for consumption by infants and young children; (b) became part of
26 the basis of the bargain to purchase the Products when Plaintiff and other consumers relied on the
27 representations; and (c) created an express warranty that the Products would conform to the affirmations
28 of fact or promises. Alternatively, the representations about the Products are descriptions of goods which

1 were made as part of the basis of the bargain to purchase the Products, and which created an express
2 warranty that the Products would conform to the product description.

3 88. Plaintiff and members of the Class reasonably and justifiably relied on the foregoing
4 express warranties, believing that the Products did in fact conform to those warranties.

5 89. Defendant has breached the express warranties made to Plaintiff and members of the Class,
6 as the Products contain or are at risk of containing levels of heavy toxic metals, rendering them unsafe
7 and unsuitable for consumption by infants and young children.

8 90. Plaintiff and members of the Class paid a premium price for the Products but did not obtain
9 the full value of the Products as represented. If Plaintiff and members of the Class had known of the true
10 nature of the Products, they would not have purchased the Products at all.

11 91. As a result, Plaintiff and members of the proposed Class suffered injury and deserve to
12 recover all damages afforded under the law.

13 92. Within a reasonable amount of time after Plaintiff discovered that Defendant did in fact
14 breach the express warranty, Plaintiff notified Defendant of the breach.

15 **FIFTH CLAIM FOR RELIEF**

16 **Breach of Implied Warranty**

17 93. Plaintiff repeats and realleges the allegations contained in paragraphs 1-56 as if fully set
18 forth herein.

19 94. Plaintiff brings this claim individually and on behalf of the members of the proposed Class
20 against Defendant for breach of implied warranty.

21 95. California’s implied warranty of merchantability statute provides that “a warranty that the
22 goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect
23 to goods of that kind.” Cal. Com. Code § 2314(1).

24 96. California’s implied warranty of merchantability statute also provides that “[g]oods to be
25 merchantable must be at least such as . . . (f) conform to the promises or affirmations of fact made on the
26 container or label if any.” Cal. Com. Code § 2314(2).

27 97. Defendant is a merchant with respect to the sale of Products. Therefore, a warranty of
28 merchantability is implied in every contract for sale of the Products to California consumers.

1 98. By advertising the Products with their current packaging, Defendant made an implied
2 promise that the Products are organic, non-GMO, free from added preservatives and artificial flavors, and
3 safe and suitable for consumption by infants and young children. The Products have not “conformed to
4 the promises . . . made on the container or label” because they actually contain, or are at risk of containing,
5 unsafe levels of toxic heavy metals, rendering them unsafe and unsuitable for consumption by infants and
6 young children. Plaintiff, as well as California consumers, did not receive the goods as impliedly
7 warranted by Defendant to be merchantable.

8 99. Therefore, the Products are not merchantable under California law and Defendant has
9 breached its implied warranty of merchantability in regard to the Products.

10 100. If Plaintiff and members of the Class had known that the Products contained levels of toxic
11 heavy metals, they would not have purchased them at all. Therefore, as a direct and/or indirect result of
12 Defendant’s breach, Plaintiff and members of the Class have suffered injury and deserve to recover all
13 damages afforded under the law.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff, individually and on behalf of the Class, respectfully prays for following
16 relief:

17 A. Certification of this case as a class action on behalf of the Class defined above, appointment
18 of Plaintiff as Class representative, and appointment of her counsel as Class counsel;

19 B. A declaration that Defendant’s actions, as described herein, constitute violations of the law
20 as described herein;

21 C. An award of all economic, monetary, actual, consequential, and compensatory damages
22 caused by Defendant’s conduct, trebled where appropriate;

23 D. An award of injunctive and other equitable relief as is necessary to protect the interests of
24 Plaintiff, the Class, and the consuming Public, including, inter alia, an order prohibiting Defendant from
25 engaging in the unlawful acts described herein;

26 E. An award to Plaintiff and the proposed Class of restitution and/or other equitable relief,
27 including, without limitation, restitutionary disgorgement of all profits and unjust enrichment that
28

1 Defendant obtained from Plaintiff and the proposed Class as a result of its unlawful, unfair and fraudulent
2 business practices described herein;

3 F. An award to Plaintiff and her counsel of their reasonable expenses and attorneys’ fees;

4 G. An award to Plaintiff and the proposed Class of pre- and post-judgment interest, to the
5 extent allowable; and

6 H. For such further relief that the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, on behalf of herself and the Class, hereby demands a jury trial with respect to all claims
9 so triable.

10 Dated: April 5, 2021

CARLSON LYNCH LLP

11 By: /s/Todd D. Carpenter

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EXHIBIT A

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Attorneys for Plaintiff and Class Counsel

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

MAYRA MOORE, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

PLUM, INC. D/B/A PLUM ORGANICS; and
DOES 1-50, inclusive,

Defendants.

Case No.:

[E-FILE]

**DECLARATION IN SUPPORT OF
JURISDICTION**

I, Todd D. Carpenter, declare under penalty of perjury the following:

1. I am an attorney duly licensed to practice before all of the courts in the State of California. I am a partner and part-owner of Carlson Lynch LLP and counsel of record for Plaintiff in the above-entitled action.

2. Defendant Plum, PBC (“Plum”) has done and is doing business in the County of San Diego. Such business includes the marketing, distributing, and retail and online sales of baby food products.

3. Plaintiff Mayra Moore purchased a variety of Plum’s baby food products, including, but not limited to, the following:

- a. Plum Organics Stage 1 (4+ months) Just Sweet Potato Organic Baby Food Pouch
- b. Plum Organics Stage 2 (6+ months) Mango, Sweet Potato, Apple & Millet Organic Baby Food Pouch
- c. Plum Organics Stage 2 (6+ months) Mango, Yellow Zucchini, Corn & Turmeric Organic Baby Food Pouch

- d. Plum Organics Stage 2 (6+ months) Pea, Kiwi, Pear & Avocado Organic Baby Food Pouch
- e. Plum Organics Stage 2 (6+ months) Peach, Banana & Apricot Organic Baby Food Pouch
- f. Plum Organics Stage 2 (6+ months) Pear & Mango Organic Baby Food Pouch
- g. Plum Organics Stage 2 (6+ months) Pear, Purple Carrot & Blueberry Organic Baby Food Pouch
- h. Plum Organics Stage 2 (6+ months) Pear, Spinach & Pea Organic Baby Food Pouch
- i. Plum Organics Stage 2 (6+ months) Sweet Potato, Apple & Corn Organic Baby Food Pouch
- j. Plum Organics Banana with Pumpkin Little Teethers Wafers
- k. Plum Organics Blueberry Little Teethers Wafers
- l. Plum Organics Tots Jammy Sammy–Peanut Butter & Strawberry Bar

4. Plaintiff purchased these products from Sprouts and Target Stores in San Diego County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed April 5, 2021, in San Diego, California.

Dated: April 5, 2021

CARLSON LYNCH LLP

By: /s/Todd D. Carpenter

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