

1 STEVE W. BERMAN (*pro hac vice* pending)
2 ASHLEY A. BEDE (*pro hac vice* pending)
3 HAGENS BERMAN SOBOL SHAPIRO LLP
4 1918 Eighth Avenue, Suite 3300
5 Seattle, WA 98101
6 Telephone: (206) 623-7292
7 Facsimile: (206) 623-0594
8 *steve@hbsslaw.com*
9 *ashleyb@hbsslaw.com*

6 ELAINE T. BYSZEWSKI (SBN 222304)
7 CHRISTOPHER R. PITOUN (SBN 290235)
8 HAGENS BERMAN SOBOL SHAPIRO LLP
9 301 N. Lake Avenue, Suite 203
10 Pasadena, CA 91101
11 Telephone: (213) 330-7150
12 Facsimile: (213) 330-7152
13 *elaine@hbsslaw.com*
14 *christopherp@hbsslaw.com*

11 *Attorneys for Plaintiff and the Proposed Class*

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14

15 DONNA DE ROSA, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.
19

20 TRI-UNION SEAFOODS, LLC, a
21 California corporation d/b/a Chicken of
22 the Sea International; TRI-UNION
23 FROZEN PRODUCTS, INC., a
24 Delaware corporation d/b/a Chicken of
25 the Sea Frozen Products, and THAI
26 UNION GROUP, PCL, a Thai
27 corporation d/b/a Thai Union Frozen
28 Products, PCL,

Defendants.

No. 2:15-cv-07540

CLASS ACTION

**COMPLAINT FOR
VIOLATION OF CALIFORNIA
CONSUMER PROTECTION
LAWS**

DEMAND FOR JURY TRIAL

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JURY TRIAL DEMAND 31

1 Plaintiff Donna De Rosa (“Plaintiff”) brings this action on behalf of herself and
2 all others similarly situated against Tri-Union Seafoods, LLC, a California corporation
3 d/b/a Chicken of the Sea International; Tri-Union Frozen Products, Inc., a Delaware
4 corporation d/b/a Chicken of the Sea Frozen Products; and Thai Union Group, PCL,
5 d/b/a Thai Union Frozen Products (collectively “Chicken of the Sea” or
6 “Defendants”). Plaintiff’s allegations against Defendants are based upon information
7 and belief and upon investigation of Plaintiff’s counsel, except for allegations
8 specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal
9 knowledge.

10 I. OVERVIEW

11 1. America’s largest and most profitable food companies should not tolerate
12 slave labor anywhere in their supply chains. These companies should not turn a blind
13 eye to known human rights abuses or shirk from investigating potential human rights
14 abuses by their suppliers, especially when the companies consistently and
15 affirmatively represent that they act in a socially and ethically responsible manner.
16 When these food companies fail to uphold their responsibility for ensuring the absence
17 of slave labor in their supply chains, their misconduct has the profound consequence
18 of supporting and encouraging slave labor. And when these food companies fail to
19 disclose the use of slave labor in their supply chains to consumers, they are deceived
20 into buying products they would not have otherwise and thereby unwittingly
21 supporting slave labor themselves through their product purchases. Such food
22 companies should be required to make restitution to the consumers they have deceived
23 and to ensure the absence of slave labor in their supply chains going forward.

24 2. Defendants are the third largest manufacturer and distributor of canned
25 and packaged seafood products in the United States. Defendants source their seafood
26 products from canneries in Thailand. Among their products, Defendants market and
27 distribute canned and pouched tuna, mackerel, sardines, and frozen shrimp, which
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1 come in a variety of flavors and styles, many of which include seafood caught from
2 the tropical waters between Thailand and Indonesia (“Seafood Products”).

3 3. Defendants Tri-Union Seafoods and Tri-Union Frozen Products, work
4 with their Thai parent company, Defendant Thai Union Group PCL d/b/a Thai Union
5 Frozen Products PCL (“Thai Union”), to import their Seafood Products into the United
6 States. Thai Union accounts for 18% of the world’s canned tuna production of 1.67
7 million metric tons annually.¹ Thai Union is Thailand’s largest seafood company
8 operating as a vertically integrated producer, processor, and exporter of Seafood
9 Products and pet food.²

10 4. Thai Union has controlling stakes in seafood and pet food canneries,
11 including Songkla Canning PCL and Thai Union Manufacturing Co., Ltd. These
12 canneries receive large shipments of fish from “motherships” which are larger boats
13 that refrigerate and transport fish from numerous fishing boats.

14 5. These motherships do not capture fish themselves. Rather, they go
15 between port and the fishing boats to resupply the fishing boats, pick up caught fish,
16 and deliver the fish to the canneries for processing. As a result, fishing boats do not
17 need to return to port and can instead continuously fish, ensuring constant productivity
18 with the ultimate goal of higher profits. And because motherships eliminate the need
19 for fishing boats to return to land for months at a time, the fishing boats operate at
20 great distance from any port and without oversight.

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25 ¹ Undercurrentyview.com, Thai Union Sees Strong Outlook on Low Tuna Prices,
26 Gradual Recovery On Shrimp, <http://www.undercurrentnews.com/2014/11/14/thai-union-sees-strong-outlook-on-low-tuna-prices-driving-demand-gradual-recovery-on-shrimp/> (last visited September 8, 2015).

27 ² Thai Union Frozen Food Prods. PCL, Company Profile,
28 <http://www.thaiuniongroup.com/en/profile/subsidiaries.ashx> (last visited Aug. 14, 2015).

1 6. Thus, the supply chain can be depicted as follows:

2 Tri-Union Seafoods • Tri-Union Frozen Products

3 ↓

4 Thai Union Frozen Products

5 ↓

6 Songkla Canning • Thai Union Mfg.

7 ↓

8 Motherships

9 ↓

10 Fishing Boats

11 7. Without Defendants holding their supply chain to a higher standard, the
12 deckhands on these fishing boats end up working as modern day slaves, as described
13 in the recent New York Times article, *‘Sea Slaves’: The Human Misery that Feeds*
14 *Pets & Livestock*.³ Often trafficked from Thailand’s poorer neighbors such as
15 Cambodia and Burma, men and boys are sold to fishing boat captains needing crews to
16 man their fishing boats. The work is dangerous and exhausting with shifts lasting up
17 to 20 hours a day with little or no pay. Refusal or failure to work to a supervisor’s
18 satisfaction can result in being beaten or even murdered.

19 8. The Bureau of International Labor Affairs of the United States
20 Department of Labor confirms that fish and shrimp from Thailand are likely the
21 product of forced labor.⁴

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26 ³ Ian Urbina, *‘Sea Slaves’: The Human Misery that Feeds Pets & Livestock*, New
27 York Times (July 27, 2015) (*“Sea Slaves”*),
[http://www.nytimes.com/2015/07/27/world/outlaw-ocean-thailand-fishing-sea-slaves-](http://www.nytimes.com/2015/07/27/world/outlaw-ocean-thailand-fishing-sea-slaves-pets.html?_r=0)
28 [pets.html?_r=0](http://www.nytimes.com/2015/07/27/world/outlaw-ocean-thailand-fishing-sea-slaves-pets.html?_r=0) (last visited Aug.14, 2015).

⁴ <http://www.dol.gov/ilab/reports/child-labor/list-of-goods/countries/?q=Thailand>.

Country	Good	Child Labor	Forced Labor
Thailand	Fish		X
Thailand	Garments	X	X
Thailand	Pornography	X	
Thailand	Shrimp	X	X
Thailand	Sugarcane	X	

Likewise, Aidan McQuade, director of Anti-Slavery International, has commented that “[i]f you buy prawns or shrimp from Thailand, you will be buying the product of slave labour.”

9. Knowing that the much of the fish sold in Defendants’ Seafood Products is likely the product of slave labor is material to consumers not wishing to support slave labor with their purchasing power. In the course of marketing and selling its Seafood Products, however, Defendants materially omit and do not disclose the likelihood that much of the fish in its Seafood Products is the product of slave labor. Furthermore, Defendants do not disclose that despite its awareness that slave labor is being used in its supply chains, Defendants have not required its suppliers to remedy this human tragedy. Defendants, among the largest food companies in the world, can dictate the terms by which seafood is produced and supplied to it, including the labor conditions in the supply chain. But Defendants are presently not able to trace the fish that it imports back to the fishing boats that source it, much less ensure that the fish is not the product of slave labor. And meanwhile Defendants profit from the slave labor that supply their fish. This is shameful. Had Plaintiff and Class Members known the truth, they would not have purchased Defendants’ Seafood Products or paid as much for them.

10. Defendants’ material omissions and failure to disclose is all the more appalling considering that Defendants have identified the protection of human rights, including the elimination of all forms of forced or compulsory labor as an integral part

1 of their Supplier Code of Conduct.⁵ But Defendants do not live up to their own ideals.
2 Defendants’ public espousal of a message condemning forced labor and their superior
3 knowledge of the likelihood that much of the fish in their Seafood Products is so
4 sourced obligate Defendants to disclose the truth to consumers.

5 11. Defendants’ conduct described herein violates the (i) California’s
6 Business & Professions Code §§ 17200, *et seq.* (the Unfair Competition Law or
7 “UCL”); (ii) California Civil Code §§ 1750, *et seq.* (the Consumers Legal Remedies
8 Act or “CLRA”); and (iii) California’s Business & Professions Code §§ 17500, *et seq.*
9 (the False Advertising Law or “FAL”). Plaintiff brings this action on behalf of a
10 California class for restitution and injunctive relief, and any other relief deemed
11 appropriate by the court to which this case is assigned.

12 II. PARTIES

13 12. Plaintiff Donna De Rosa is and was at all relevant times a citizen of the
14 State of California, residing in Concord, California. Plaintiff has purchased Seafood
15 Products from Defendants at various retail stores including Foodmax in Concord and
16 Grocery Outlet in Concord from 2011 through the present. Plaintiff saw the product
17 packaging and labeling as well as signage in retail stores where she purchased the
18 Seafood Products. Plaintiff would not have purchased them or paid as much had
19 Defendants disclosed the truth. Plaintiff seeks restitution and injunctive relief
20 requiring Defendants to cease their deceptive marketing.

21 13. Defendant Tri-Union Seafoods LLC is incorporated in California with its
22 principal place of business located at 9330 Scranton Road, Suite 500, San Diego, CA
23 92121. Tri-Union Seafoods LLC produces and sells canned seafood products
24 throughout the United States (including this District), its territories and the District of
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27 ⁵ ChickenoftheSea.com, Supplier Code of Conduct, (“*Supplier Code of Conduct*”)
28 <http://chickenofthesea.com/company/sustainability/supplier-code-of-conduct> (last
visited Sept. 2, 2015).

1 Columbia, and markets these products under the brand name Chicken of the Sea. Tri-
2 Union Seafoods LLC is a subsidiary of Defendant Thai Union Group PCL.

3 14. Defendant Tri-Union Frozen Products Inc. is incorporated in Delaware
4 with its principal place of business located at 222 North Sepulveda Boulevard, Suite
5 1550 El Segundo, CA 90245. Tri-Union Frozen Products Inc. produces and sells
6 frozen seafood products throughout the United States (including this District), its
7 territories and the District of Columbia, and markets these products under the brand
8 name Chicken of the Sea Frozen Foods. Tri-Union Frozen Products Inc. is a subsidiary
9 of Defendant Thai Union Group PCL.

10 15. Defendant Thai Union Group PCL is a foreign corporation incorporated
11 in Thailand with its principal place of business located at 72/1 Moo 7, Sethakit 1 Rd.,
12 Tambon Tarsrai, Amphur Muangsamutsakorn, Samutsakorn 74000. Through its
13 various subsidiaries, Thai Union Group PCL manufactures and distributes canned and
14 frozen seafood products throughout the United States (including this District), its
15 territories and the District of Columbia, and markets these products under the brand
16 name Chicken of the Sea Frozen Foods. Thai Union Group PCL's directors and
17 officers control both Tri-Union Frozen Products Inc. and Tri-Union Seafoods, LLC.
18 At least four directors and officers for Thai Union Group PCL are directors of Tri-
19 Union Frozen Products Inc. At least three directors and officers for Thai Union Group
20 PCL are directors of Tri-Union Seafoods, LLC. Moreover, Thai Union Group PCL
21 controls one-hundred percent of the stock in both Tri-Union Frozen Products Inc. and
22 Tri-Union Seafoods, LLC. Defendants Thai Union Group, Tri-Union Seafoods LLC,
23 and Tri-Union Frozen Products Inc. are collectively referred to as "Chicken of the
24 Sea" or "Defendants."

25 16. Defendants develop, market, and distribute their seafood products
26 through grocery stores and online in California and nationwide. Defendants' products
27 using seafood imported by Thai Union ("Seafood Products") include, but are not
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1 limited to, the following: (i) Chunk White Albacore Tuna in Water; (ii) Solid White
2 Albacore Tuna in Water; (iii) Solid White Albacore Tuna in Water, Very Low
3 Sodium; (iv) Chunk Light Tuna in Water; (v) Chunk Light Tuna in Water, 50% Low
4 Sodium; (vi) Chunk Light Tuna in Oil; (vii) Premium Select Solid White Albacore
5 Tuna in Water; (viii) Premium Select Solid White Albacore Tuna in Olive Oil; (ix)
6 Premium Select Solid White Albacore Tuna in Oil; (x) Premium Select Yellowfin
7 Tuna in Water; (xi) Premium Select Yellowfin Tuna in Olive Oil; (xii) Mackerel Fillet
8 in Soybean Oil; (xiii) Sardines in Hot Sauce; (xiv) Sardines in Mustard Sauce; (xv)
9 Sardines in Tomato Sauce; (xvi) Sardines in Water; (xvii) Sardines in Oil; (xviii) Raw
10 Peeled & Deveined Tail-On Shrimp; (xix) Raw Peeled & Deveined Tail-Off; (xx)
11 Raw Shell-On, Easy to Peel Shrimp; (xxi) Cooked Peeled & Deveined Tail-On
12 Shrimp; (xxii) Cooked Peeled & Deveined Tail-Off Shrimp; (xxiii) Cooked Peeled &
13 Deveined Tail-Off Shrimp.

14 III. JURISDICTION AND VENUE

15 17. This Court has diversity jurisdiction over this action pursuant to
16 28 U.S.C. § 1332(d), because the amount in controversy for the Class exceeds
17 \$5,000,000, and the Class includes members who are citizens of a different state than
18 Defendant.

19 18. This Court has personal jurisdiction over Defendants because they have
20 regional offices and conduct substantial business in this district and throughout the
21 State of California.

22 19. Venue is proper in this Court under 28 U.S.C. § 1391(b), because
23 Defendants have marketed and sold Seafood Products within this district, and a
24 substantial number of the acts and omissions alleged herein occurred within this
25 district.

1 IV. FACTUAL ALLEGATIONS

2 A. Forced Labor Is Used to Produce Defendants’ Seafood Products.

3 20. The journey from “bait to plate” for American seafood products spans
4 thousands of miles and involves numerous parties. Sophisticated entities like
5 Defendants harness their vast resources to efficiently catch fish in far off Southeast
6 Asian waters, process those fish for human consumption, and transport their seafood
7 products for sale to the American consumer.

8 21. This journey begins on fishing trawlers operating in the tropical waters in
9 and around the Gulf of Thailand and the South China Sea near Indonesia. These
10 fishing trawlers undertake the actual task of capturing the mackerel, tuna, and other
11 species of sea life from the ocean that go into making seafood products for human
12 consumption.⁶

13 22. The crews of these fishing trawlers are very often men and boys who
14 have been trafficked from nearby Myanmar and Cambodia.⁷ Desperate and
15 vulnerable, these men and boys fall victim to human traffickers who prey upon their
16 poverty by offering the prospect of employment in Thailand which would enable these
17 people to help their families. Instead of true employment, men and boys are sold as
18 slaves by brokers and smugglers to fishing captains in Thai ports in need of labor.
19 Once sold, these men and boys (hereafter “Sea Slaves”) enter a modern form of
20 indentured servitude where they are required to work to pay off the price the captains
21 paid to purchase them. The Sea Slaves cannot leave the boats until their debt is paid.
22 After leaving port, these boats become floating prisons isolated by thousands of miles
23 of open water.

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26 ⁶ Urbina, *Sea Slaves*; Kate Hodal and Chris Kelly, *Trafficked Into Slavery on Thai*
27 *Trawlers to Catch Food for Prawns*, *The Guardian* (June 20, 2014) (“*Trafficked Into*
Slavery”), <http://www.theguardian.com/global-development/2014/jun/10/-sp-migrant-workers-new-life-enslaved-thai-fishing> (last visited Aug. 14, 2015).

28 ⁷ Urbina, *Sea Slaves*; Hodal *Trafficked Into Slavery*.

1 23. These Sea Slaves are frequently resold to other fishing boats while out at
2 sea, often at higher prices than their price at port. As a result, Sea Slaves are
3 involuntarily forced into longer and longer periods of servitude as their debt grows and
4 the price of their freedom becomes ever more elusive. Often, these purchases are
5 made in one of five locations that are the deepest parts of the oceans, the point farthest
6 away from every shore. Here, the Thai, Indonesian, and Vietnamese jurisdictions
7 intersect, making enforcement and application of laws confusing—to the advantage of
8 companies that rely on slave labor, like Thai Union.

9 24. Daily life at sea is harsh by any standard. Meals for Sea Slaves consist of
10 one bowl of rice per day along with some unwanted fish.⁸ When water runs low, Sea
11 Slaves often suck the unsanitary and foul-tasting ice chips used to freeze fish.
12 Sleeping in two hour shifts, quarters are cramped, hot and filled with rodents and other
13 vermin. The boats' engines operate constantly emanating a deafening noise and
14 periodically spewing black clouds of toxic fumes into the sleeping quarters. Sea
15 Slaves work in all weather conditions enduring seasickness during rough seas and the
16 unrelenting heat of the tropical sun. Beyond the boat, pirates are known to operate in
17 the region.

18 25. The work on these trawlers is extremely dangerous.⁹ As a preliminary
19 matter, many Sea Slaves do not know how to swim making any misstep potentially
20 fatal. Moreover, fishing trawlers typically use weighted nets to capture anything that
21 might be swimming along the ocean floor. Once the nets are raised to the surface, Sea
22 Slaves will jump overboard to ensure that the nets have closed properly. If a Sea
23 Slave becomes entangled in the mesh nets, he could be forced underwater and drown
24 before anyone would notice. During rough seas, large waves can pound the fishing

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26 ⁸ Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

27 ⁹ Urbina, *Sea Slaves*; United Nations Inter-Agency Project on Human Trafficking,
28 *Exploitation of Cambodian Men at Sea: Facts about the Trafficking of Camodian Men
onto Thai Fishing Boats* (Apr. 22, 2009) (“*Men at Sea*”), [http://www.no-
trafficking.org/reports_docs/siren/siren_cb3.pdf](http://www.no-trafficking.org/reports_docs/siren/siren_cb3.pdf).

1 trawlers and easily drag away anyone on deck unlucky enough to be in the wrong
2 place at the wrong time. Nylon lines can sever fingers and open wounds on constantly
3 wet hands. Deeper cuts are stitched up by Sea Slaves themselves, resulting in large
4 numbers of infections.

5 26. Boat captains and officers regularly engage in severe physical
6 punishment of insubordinate Sea Slaves. Various forms of punishment include
7 physical beatings, solitary confinement in foul smelling fishing holds below deck for
8 days on end, and shackling them by the neck.¹⁰ In other cases, captains and their
9 officers have been known to kill Sea Slaves. Sick Sea Slaves have been thrown
10 overboard. Others have been beheaded. As overfishing has continued to deplete
11 populations of fish in the South China Sea,¹¹ Sea Slaves must endure these conditions
12 for months at a time as fishing trawlers continue to operate further and further from
13 coastlines. The conditions are so severe that the United Nations has issued a call to
14 action for Cambodian, Thai, and Malaysian governmental agencies to enforce the
15 human rights laws and policies.¹²

16 27. On the open ocean, the Sea Slaves are at the mercy of the captain or other
17 officers.¹³ Corrupt law enforcement officials are often complicit in the trafficking of
18 sea slaves, while Thai maritime authorities are limited in their ability to patrol
19 thousands of square miles of open water – which is precisely why these boats operate
20 at such distances from coastlines.

23 ¹⁰ Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*; United Nations Inter-Agency
24 Project on Human Trafficking,.

25 ¹¹ See Environmental Justice Foundation, *Pirates and Slaves: How Overfishing in*
26 *Thailand Fuels Human Trafficking and the Plundering of Our Oceans* (2015), 10
http://ejfoundation.org/sites/default/files/public/EJF_Pirates_and_Slaves_2015.pdf
(last visited Aug.17, 2015).

27 ¹² United Nations Inter-Agency Project on Human Trafficking,.

28 ¹³ Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*; United Nations Inter-Agency
Project on Human Trafficking,.

1 28. Once fish have been caught and stored by fishing trawlers, the boats then
2 meet with so-called “motherships.”¹⁴ Motherships do not fish. Their purpose is
3 merely to collect the fish from fishing trawlers, store them into their larger and better
4 refrigerated cargo holds, and resupply the fishing boats. They are vital to the fishing
5 boats’ ability to operate further and further from coastlines, away from prying law
6 enforcement and any government authorities.

7 29. Motherships do not inquire whether the fishing boat’s labor force is
8 comprised of Sea Slaves. While motherships may meet up with both fishing boats
9 using Sea Slaves and other boats using legitimately employed deckhands, once the fish
10 is collected and stored, fish that is the product of forced labor is mixed with fish that is
11 legitimately caught, making any kind of tracing impossible.¹⁵ That Defendants permit
12 such mixing of sources in their supply chain renders them unable to assert that *any* fish
13 imported from Thailand is not the product of slave labor.

14 30. Motherships then haul their cargo to ports on the Thai coast. At port, the
15 fish are loaded onto trucks bound for nearby canneries in order to be processed into
16 seafood products for human consumption. The fish not worthy for human
17 consumption is used for pet food or to feed the prawns at large shrimp farms.¹⁶

18 31. As reported by the Guardian, in addition to catching tuna and other
19 human consumed fish, Sea Slaves catch smaller “trash fish.” Also known as bycatch,
20 these “trash fish” are inedible or infant species of fish which are later ground into
21 fishmeal and sold to Thailand’s multibillion-dollar farmed shrimp industry. Thailand
22 produces approximately 350,000 tons of “trash fish” per year. The shrimp consuming
23 this “trash fish” are then supplied directly to retailers or seafood importers and
24 distributors in the United States such as Defendants.

25 ¹⁴ Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

26 ¹⁵ Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

27 ¹⁶ Robin McDowell, Margie Mason, Martha Mendoza, *AP Investigation: Are slaves*
28 *catching the fish you buy?* (Mar. 25, 2015), <http://news.yahoo.com/ap-investigation-slaves-catching-fish-buy-011905896--finance.html> (last visited Aug. 14, 2015).

1 32. As reported by the New York Times, one Sea Slave learned that much of
2 the fish on the boat where he was held captive was eventually sent to a cannery owned
3 by Songkla Canning PCL.¹⁷ Songkla Canning PCL and Thai Union Manufacturing
4 LTD are the cannery subsidiaries of Thai Union Frozen Products PCL (hereafter “Thai
5 Union”).¹⁸ Thai Union and its subsidiaries process, package, and export many of
6 America’s best known package seafood brands, including Chicken of the Sea. Thai
7 Union accounts for 18% of the world’s canned tuna production of 1.67 million metric
8 tons annually.¹⁹

9 33. After Thai Union’s canneries have processed the raw fish into Seafood
10 Products, Thai Union exports it to Defendants in the United States. Chicken of the
11 Sea and Chicken of the Sea Frozen Products are generally listed as a consignee on
12 Chicken of the Sea Seafood Products.²⁰

13 34. Upon arrival in the United States, the Seafood Products enter Defendants’
14 distribution network and are shipped to retailers in California and throughout the
15 United States.

16 **B. Defendants Fail to Disclose the Use of Slave Labor in Their Supply Chain.**

17 35. While the Chicken of the Sea packaging for the Seafood Products states
18 that they are a product of Thailand, a consumer reviewing the Seafood Products
19 packaging will find no mention of the likelihood that forced labor was used to catch
20 the seafood going into the product.

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24 ¹⁷ Urbina, *Sea Slaves*.

25 ¹⁸ Thai Union Frozen Food Prods. PCL,.

26 ¹⁹ Undercurrentynew.com, Thai Union Sees Strong Outlook on Low Tuna Prices,
27 Gradual Recovery On Shrimp, <http://www.undercurrentnews.com/2014/11/14/thai-union-sees-strong-outlook-on-low-tuna-prices-driving-demand-gradual-recovery-on-shrimp/> (last visited September 8, 2015).

28 ²⁰ Bank of America also commonly acts as consignee.



FIGURE 1: (FRONT)



FIGURE 2: (BACK)



FIGURE 3: (BOTTOM SHOWING PRODUCT OF THAILAND)

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FIGURE 4: (FRONT)

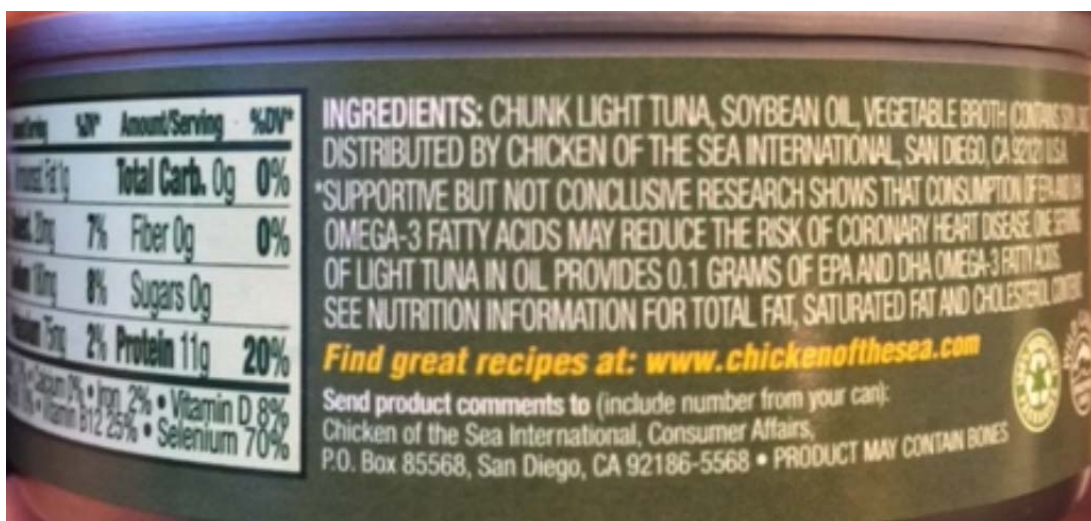


FIGURE 5: (BACK)



FIGURE 6: (BOTTOM SHOWING PRODUCT OF THAILAND)

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FIGURE 7: (FRONT OF POUCH)

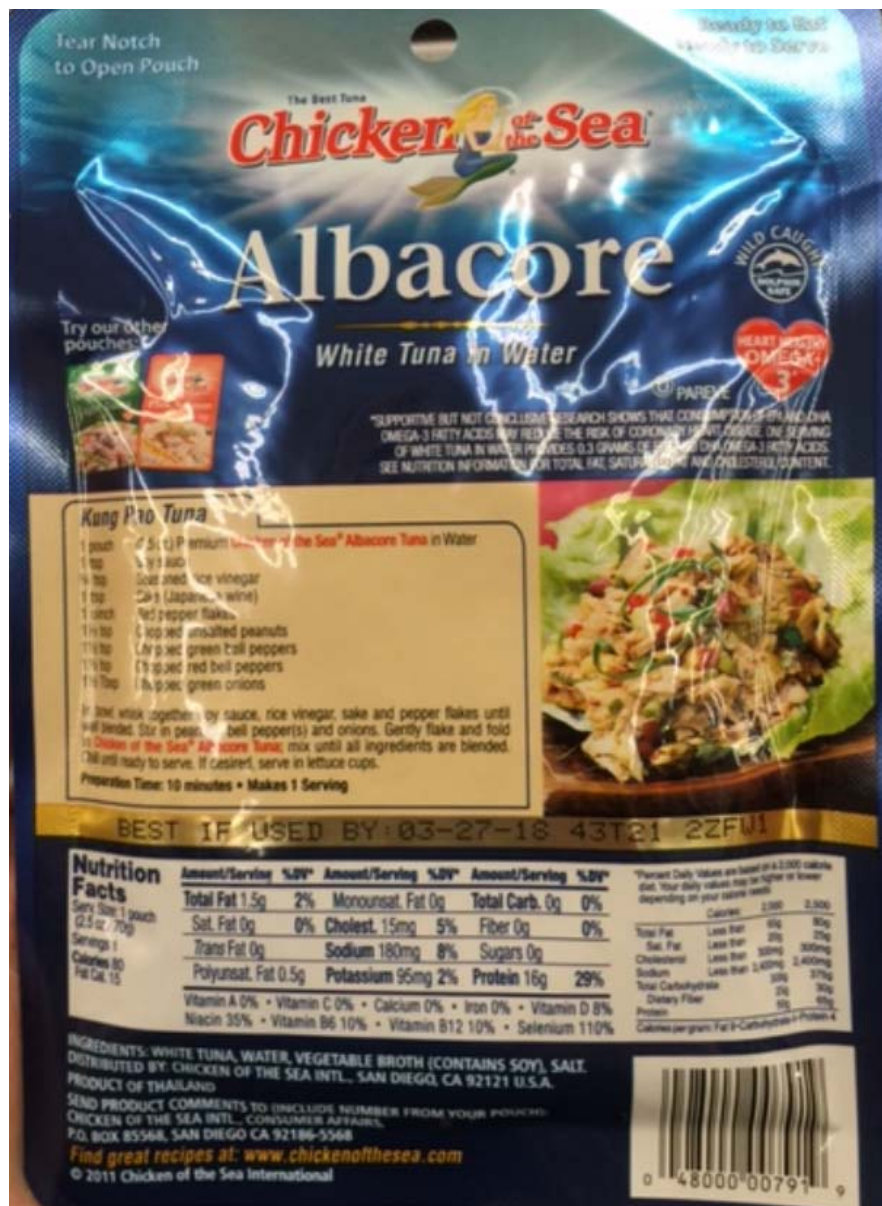


FIGURE 8: (BACK OF POUCH SHOWING PRODUCT OF THAILAND)

36. Nowhere on Chicken of the Sea’s packaging for any of the Seafood Products is there any indication of the slave labor conditions of those people catching the fish that go into them.

C. Defendants Recognize that the Use of Slave Labor in Their Supply Chains Is Wrong.

37. Chicken of the Sea’s Supplier Code of Conduct (“Supplier Code”) plainly states that “[s]uppliers shall be committed to uphold the human rights of workers and

1 to treat them with dignity and respect.”²¹ Under the heading “Freely Chosen
 2 Employment,” Chicken of the Sea demands that “[s]uppliers shall not use forced,
 3 bonded, [or] indentured involuntary prison labor.” Moreover, it explicitly “prohibits
 4 any use of slavery or human trafficking in its supply chain” and mandates that
 5 “[s]uppliers shall take reasonable precautions to ensure that its own suppliers do not
 6 engage in these practices.”²² Chicken of the Sea states emphatically that “[s]uppliers
 7 shall not use child labor.”²³ As alleged above, all of these practices occur in the
 8 Chicken of the Sea supply chain.

9 38. Chicken of the Sea’s Supplier Code describes a Worker Protection regime
 10 that is a far cry from what Sea Slaves actually experience. “Suppliers will provide
 11 their employees with a safe and healthy workplace in compliance with all applicable
 12 laws and regulations. A safe and hygienic working environment shall be provided....
 13 Adequate steps shall be taken to prevent accidents and injury to health...occurring in
 14 the course of work...”²⁴ Moreover, suppliers must provide “[a]ccess to clean toilet
 15 facilities and to potable water.”²⁵

16 39. The Supplier Code further states that “[s]uppliers must make this Code of
 17 Conduct and other relevant information available to employees in the[ir] native
 18 language(s).”²⁶ And Chicken of the Sea demands that suppliers “maintain
 19 documentation necessary to demonstrate compliance with this [Supplier Code] and
 20 must provide [Chicken of the Sea] with access to that documentation upon its
 21 request.”²⁷ If the supplier fails to comply with Supplier Code, Chicken of the Sea
 22 warns that “current [o]rders and ongoing relationship may be cancelled, terminated, or
 23

24 ²¹ ChickenoftheSea.com, *Supplier Code of Conduct*.

25 ²² *Id*

26 ²³ *Id.*

27 ²⁴ *Id.*

28 ²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

1 suspended in whole or in part and the Supplier may be declared ineligible for further
 2 [p]urchase [o]rders.”²⁸ Given the facts alleged above, these requirements and
 3 repercussions under the Supplier Code are not effectively implemented in the supply
 4 chain for Chicken of the Sea’s Seafood Products.

5 40. Chicken of the Sea declares that as part of its efforts to improve
 6 sustainability and protect labor rights, it instituted “a robust vendor evaluation,
 7 auditing and verification process that applies to all suppliers...”²⁹ Chicken of the Sea
 8 claims to be on track to have 80% audit coverage by the end of 2015 and has
 9 developed a program to help its suppliers fund improvements in their supply chain.³⁰

10 It is unclear whether “audit coverage” applies only to direct suppliers or to Chicken of
 11 the Sea’s tier 2 and tier 3 suppliers as well. In any event, Chicken of the Sea cannot
 12 trace, much less effectively audit, its supply chain for Seafood Products as long as
 13 Chicken of the Sea permits its sources to store, transport, and process fish caught by
 14 Sea Slaves alongside fish caught by legitimate fishing operators.

15 41. In contravention of its policies against slave labor, Defendants
 16 acknowledge that they source from a country that has been identified by the U.S. State
 17 Department as a “Tier 3 source, destination, and transite country for men, women, and
 18 children subjected to forced labor and sex trafficking” with particular reference made
 19 to the fishing industry.³¹ While Chicken of the Sea’s website references Thai Union’s
 20 public statement expressing disappointment in Thailand’s Tier 3 designation and a
 21

22 ²⁸ *Id.*

23 ²⁹ ChickenoftheSea.com, 2014 Sustainability Report (“*2014 Sustainability Report*”)
 24 <http://sustainability.chickenofthesea.com/supply-chain/supply-chain-sustainability>
 (last visited Sept. 4, 2015).

25 ³⁰ *Id.*

26 ³¹ See U.S. Dep’t of State, Office to Monitor & Combat Trafficking in Persons,
 27 *2014 Trafficking in Persons Report*,
<http://www.state.gov/j/tip/rls/tiprpt/countries/2014/226832.htm> (last visited Aug. 17,
 28 2015). Other countries ranked as Tier 3 for forced labor include North Korea and Iran.
 U.S. Dep’t of State, Office to Monitor & Combat Trafficking in Persons, *Id.*

1 desire to do better,³² this is not disclosed to consumers at the point of sale and no
 2 where does this statement acknowledge that it is a key actor in sustaining the
 3 economic viability of forced labor in the Thai fishing industry. Instead, Thai Union
 4 uses the Chicken of the Sea website to cast itself as a company “at the forefront of
 5 efforts to improve the situation in Thailand by advocating for better government action
 6 and oversight.”³³

7 42. In contravention of its policies against slave labor, Chicken of the Sea
 8 also represents that “it may be technically impossible to guarantee that second and
 9 third tier suppliers are in total compliance” with the law³⁴ and “it is difficult to ensure
 10 the Thai seafood industry’s supply chain is 100% clean.”³⁵ This is also not disclosed
 11 to consumers at the point of sale. Moreover, it is disingenuous: Chicken of the Sea
 12 and Thai Union’s sheer purchasing volume provide them with powerful leverage to
 13 demand change in the labor practices of the Thai fishing industry. Indeed, Thai Union
 14 acknowledges as much in its discussion of the U.S. State Department’s Tier III
 15 designation when it explains that “by implementing best practices within [Thai
 16 Union’s] considerable facilities and wide-spread supply chain,” Thailand’s progress
 17 on human rights can be improved.³⁶

18 43. As alleged above, because Chicken of the Sea permitted its sources to
 19 store, transport, and process fish caught by Sea Slaves alongside fish caught by
 20 legitimate fishing operators, Chicken of the Sea was not able to trace its Seafood

21 ³² ChickenoftheSea.com, *2014 Sustainability Report*; link to Asia Pacific Forced
 22 Labour Network, [http://apflnet.ilo.org/news/thai-union-group-statement-in-response-](http://apflnet.ilo.org/news/thai-union-group-statement-in-response-to-us-trafficking-in-persons-report-as-thailand-downgraded-to-tier-3)
 23 [to-us-trafficking-in-persons-report-as-thailand-downgraded-to-tier-3](http://apflnet.ilo.org/news/thai-union-group-statement-in-response-to-us-trafficking-in-persons-report-as-thailand-downgraded-to-tier-3) (last visited Sept.
 4, 2015).

24 ³³ ChickenoftheSea.com, *2014 Sustainability Report*.

25 ³⁴ ChickenoftheSea.com, *Supply Chain Traceability* (“*Supply Chain Traceability*”),
<http://chickenofthesea.com/company/sustainability/supply-chain-traceability> (last
 visited September 4, 2015).

26 ³⁵ ChickenoftheSea.com, *Response to Associate Press Seafood Supply Chain Story*,
 27 [http://chickenofthesea.com/company/news-room/press-releases/response-to-](http://chickenofthesea.com/company/news-room/press-releases/response-to-associated-press-seafood-supply-chain-story)
 associated-press-seafood-supply-chain-story (last visited Sept. 18, 2015).

28 ³⁶ ChickenoftheSea.com, *Supply Chain Traceability*.

1 Products back to the source. Chicken of the Sea knew or should have known that it
2 failed to ensure the absence of forced labor in the sourcing of its Seafood Products in
3 violation of its own Supplier Code and corporate policies.

4 44. Thai Union asserts that “[c]onsumers can rest assured that our current
5 products are not tainted” with slave labor.³⁷ While this is highly unlikely, it is also an
6 acknowledgement that Seafood Products at issue herein were so tainted.

7 45. In summary, although Defendants recognize that the use of slave labor in
8 their supply chain is wrong and their corporate policies explicitly forbid slave labor by
9 their suppliers, they materially omit to disclose to consumers at the point of sale the
10 likelihood that slave labor was used to source Defendants’ Seafood Products.

11 **D. Use of Slave Labor in the Chicken of the Sea Supply Chain Is Material to**
12 **Consumers.**

13 46. Consumers have become sensitive to the human cost behind the products
14 that they buy. This sensitivity transcends industries and ranges from products as
15 diverse as clothing to coffee.

16 47. A 2006 study by researchers at the University of Michigan analyzed
17 consumer purchases to determining consumer willingness to pay a premium for
18 athletic socks marked with a Good Working Conditions (“GWC”) label.³⁸ The study
19 concluded that 30% of consumers in a working class neighborhood of Detroit were
20 willing to pay a 20% price premium (from \$1.00 to \$1.20) for GWC labeled socks
21 compared to non-GWC labeled socks.³⁹

22 48. A 2011 study lead by researchers at Harvard University studied consumer
23 willingness to pay a premium for polo shirts sold with an SA8000 certification on

24 ³⁷ ChickenoftheSea.com, Response to Associate Press Seafood Supply Chain Story,
25 <http://chickenofthesea.com/company/news-room/press-releases/response-to-associated-press-seafood-supply-chain-story> (last visited Sept. 18, 2015).

26 ³⁸ Howard Kimeldorf, Rachel Meyers, Monica Prasad, & Ian Robinson, *Consumers*
27 *with a Conscience: Will They Pay More?* (Winter 2006), 24 available at
http://www.npr.org/documents/2013/may/consumer_conscience_study_ME_20130501.pdf (last visited Aug. 17, 2015).

28 ³⁹ *Id.*

1 eBay.⁴⁰ The SA8000 certification prohibits the use of child labor and forced labor and
 2 discrimination based on race, gender, and religion. The code mandates that workers
 3 be allowed to organize and bargain collectively with their employers. The SA8000
 4 code also requires that workplaces satisfy minimum health and safety standards, pay
 5 minimum (living) wages, and that overtime work is voluntary, limited, and paid at a
 6 premium.⁴¹ “On average, shoppers paid a 45% premium for labeled versus unlabeled
 7 shirts. The findings suggest that there is substantial consumer support for fair labor
 8 standards, even among price-sensitive eBay shoppers.”⁴²

9 49. Another Harvard University study led by a similar team studied consumer
 10 willingness to pay a premium for coffee certified as Fair Trade on eBay.⁴³ A Fair
 11 Trade certification requires, amongst other things, that the producer not use forced and
 12 child labor in the production of its coffee.⁴⁴ The study found that consumers in online
 13 auctions were willing to pay an average of 23% more for coffee certified as Fair
 14 Trade.⁴⁵

15 50. Similar to products like socks and coffee, Seafood Products are an
 16 inexpensive good generally imported from foreign countries where labor costs are
 17 considerably cheaper. Accordingly, consumers are similarly sensitive to slave labor
 18 being used in the production of Seafood Products.

19 _____
 20 ⁴⁰ Michael J. Hiscox, Michael Broukhim, Claire S. Litwin, Andrea Woloski,
 21 *Consumer Demand For Fair Labor Standards: Evidence From a Field Experiment on*
eBay (Apr. 2011), 3 http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1811788 (last
 22 visited Aug. 17, 2015).

23 ⁴¹ *Id.*, (citing [http://www.sa-
 intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf](http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf)) (last visited Aug. 17,
 24 2015).

25 ⁴² *Id.* at 3, 22.

26 ⁴³ See Michael J. Hiscox, Michael Broukhim, & Claire S. Litwin, *Consumer*
Demand for Fair Trade: New Evidence From A Field Experiment Using eBay
Auctions of Fresh Roasted Coffee (Mar. 16, 2011),
 27 <http://scholar.harvard.edu/files/hiscox/files/consumerdemandfairlaborstandardseviden>
 28 [cecoffee.pdf](http://scholar.harvard.edu/files/hiscox/files/consumerdemandfairlaborstandardseviden) (last visited Aug. 17, 2015).

⁴⁴ *Id.* at 4.

⁴⁵ *Id.* at 3, 23.

1 51. A survey by FishWise, a non-profit marine conservation organization,
 2 further explains the depths of consumer concerns regarding human rights abuses in
 3 supply chains. FishWise surveyed consumers, the seafood industry and non-
 4 governmental organizations.⁴⁶ Eighty-eight percent of consumers stated that they
 5 would stop buying a product if it was associated with human rights abuses.⁴⁷ The
 6 survey further revealed that 70% percent of consumers would pay more for a product
 7 certified to be free of human rights abuses.⁴⁸ FishWise noted that, “survey results
 8 indicate that human rights are important to seafood consumers and many of them are
 9 willing to avoid high risk products and pay more for those that are certified to be free
 10 of abuses.”⁴⁹

11 52. Defendants are well aware of this consumer sensitivity and mounted their
 12 extensive public relations effort to position themselves as companies invested in
 13 eradicating slavery from their supply chain. Their hollow statements mask a tragic
 14 truth that keeps thousands of impoverished men and boys trapped on the open sea with
 15 little or no hope of ever returning home. Had consumers known the truth, they would
 16 not have purchased or paid as much for Defendants’ Seafood Products.

17 **V. CLASS ACTION ALLEGATIONS**

18 53. Under Rule 23 of the Federal Rules of Civil Procedure, Plaintiff seeks
 19 certification of a Class defined as follows:

20 All consumers who purchased Chicken of the Sea’s Seafood
 21 Products in California during the four years prior to the
 22 filing of the complaint.

23 54. Excluded from the Class are Defendants; the officers, directors or
 24 employees of Defendants; any entity in which Defendants has a controlling interest;

25 ⁴⁶ FishWise, *Trafficked II: An updated summary of human rights abuses in the*
 26 *seafood industry* (2014), at p. 5, available at [http://www.fishwise.org/services/human-](http://www.fishwise.org/services/human-rights)
 27 rights.

26 ⁴⁷ *Id.* at 6.

27 ⁴⁸ *Id.*

28 ⁴⁹ *Id.* at 7.

1 and any affiliate, legal representative, heir or assign of Defendants. Also, excluded
2 from the Class are any federal, state or local governmental entities, any judicial officer
3 presiding over this action and the members of his/her immediate family and judicial
4 staff, and any juror assigned to this action.

5 55. Plaintiff does not know the exact number of Class Members at the present
6 time. However, due to the nature of the trade and commerce involved, there appear to
7 be thousands of Class Members such that joinder of all Class members is
8 impracticable.

9 56. The Class is ascertainable by objective criteria permitting self-
10 identification in response to notice, and notice can be provided through techniques
11 similar to those customarily used in other consumer fraud cases and complex class
12 actions, and through Defendants' business records.

13 57. There are questions of law and fact common to the Class. Defendants'
14 unlawful omissions similarly impact Class Members, all of who purchased one or
15 more Chicken of the Sea Seafood Products.

16 58. Plaintiff asserts claims that are typical of the Class. Plaintiff and all Class
17 Members have been subjected to the same wrongful conduct because they all have
18 purchased Defendants' Seafood Products that was not disclosed as likely sourced from
19 suppliers using forced labor. As a result, and like other members of the Class,
20 Plaintiff purchased and paid an amount for Chicken of the Sea Seafood Products
21 which he otherwise would not have paid.

22 59. Plaintiff will fairly and adequately represent and protect the interests of
23 the Class. Plaintiff is represented by counsel competent and experienced in both
24 consumer protection and class action litigation.

25 60. Class certification is appropriate because Defendants have acted on
26 grounds that apply generally to the Class, so that final injunctive relief or
27 corresponding declaratory relief is appropriate respecting the Class as a whole.

1 61. Class certification is also appropriate because common questions of law
2 and fact substantially predominate over any questions that may affect only individual
3 members of the Class, including, *inter alia*, the following:

- 4 a. Whether Defendants failed to disclose the likelihood
5 that Sea Slaves were used in its Seafood Products
6 supply chain;
- 7 b. Whether the likelihood that Sea Slaves were used in
8 Defendants' Seafood Products supply chain would be
9 material to a reasonable consumer;
- 10 c. Whether Defendants had a duty to disclose the
11 likelihood that Sea Slaves were used in its Seafood
12 Products supply chain;
- 13 d. Whether Defendants' nondisclosures were likely to
14 deceive a reasonable consumer;
- 15 e. Whether Defendants' conduct violates the UCL, FAL
16 and CLRA;
- 17 f. Whether the challenged practices harmed Plaintiff and
18 members of the Class; and
- 19 g. Whether Plaintiff and members of the Class are
20 entitled to restitutionary, injunctive, or other relief.

21 62. A class action is superior to other available methods for the fair and
22 efficient adjudication of this controversy, since joinder of all the individual Class
23 Members is impracticable. Furthermore, because the restitution and/or damages
24 suffered, and continue to be suffered, by each individual Class Member may be
25 relatively small, the expense and burden of individual litigation would make it very
26 difficult or impossible for individual Class Members to redress the wrongs done to
27 each of them individually and the burden imposed on the judicial system would be
28 enormous.

 63. The prosecution of separate actions by the individual Class Members
would create a risk of inconsistent or varying adjudications, which would establish
incompatible standards of conduct for Defendants. In contrast, the conduct of this
action as a class action presents far fewer management difficulties, conserves judicial

1 resources and the parties' resources, and protects the rights of each Class Member.

2 **VI. CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
5 **(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

6 64. Plaintiff realleges and incorporates by reference all paragraphs alleged
7 herein.

8 65. Cal. Bus. & Prof. Code § 17200 prohibits any "unlawful, unfair, or
9 fraudulent business act or practice." Defendant has engaged in unlawful, and unfair,
10 and fraudulent business acts and practices in violation of the UCL.

11 66. Defendants have violated the unlawful prong by virtue of its violations of
12 the CLRA, as described below.

13 67. Defendants have violated the unfair prong of section 17200 because the
14 acts and practices set forth in the Complaint offend established public policies against
15 the use of slave labor and the sale of products tainted by the use of slave labor and
16 supporting truth in advertising to consumers. Defendants' participation in a supply
17 chain involving slave labor is immoral, unethical, oppressive, unscrupulous and
18 injurious to consumers. The harm that these acts and practices cause greatly
19 outweighs any benefits associated with them. Defendants' conduct also impairs
20 competition within the market for seafood products, and prevents Plaintiff and Class
21 Members from making fully informed decisions about the kind of seafood products to
22 purchase or the price to pay for such products.

23 68. Defendants have violated the fraudulent prong of section 17200 because,
24 as set forth above, its material omissions were likely to deceive a reasonable consumer
25 and the true facts would be material to a reasonable consumer.

26 69. Defendants had a duty to disclose the likelihood of forced labor in their
27 supply chain, arising from (1) their superior knowledge of Defendants' supply chain
28 and the practices of its suppliers as compared to consumers, *e.g.* through Defendants'

1 years of experience marketing and distributing Seafood Products manufactured in
2 Thailand; and (2) their partial representations and/or misrepresentations to the
3 contrary, *e.g.*, numerous corporate statements intended to show that Defendants do not
4 tolerate use of forced labor by its suppliers.

5 70. As alleged herein, Defendants failed to disclose the likelihood of slave
6 labor in their supply chain for Seafood Products. Nor do Defendants disclose that
7 despite their awareness of slave labor in the Seafood Products supply chain, they have
8 not required their suppliers to remedy the ongoing human rights abuses.

9 71. These omissions would be material to a reasonable consumer.

10 72. Reasonable consumers are likely to be deceived by Defendants' material
11 omissions.

12 73. Plaintiff has suffered injury in fact, including the loss of money, as a
13 result of Defendants' unlawful, unfair, and/or deceptive practices. Plaintiff and
14 members of the Class were directly and proximately injured by Defendants' conduct
15 and lost money as a result of Defendants' material omissions, because they would not
16 have purchased nor paid as much for Chicken of the Sea Seafood Products had they
17 known the truth.

18 74. All of the wrongful conduct alleged herein occurred, and continues to
19 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part
20 of a general practice that is still being perpetuated and repeated throughout the State of
21 California.

22 75. Plaintiff requests that this Court enter such orders or judgments as may be
23 necessary to enjoin Defendants from continuing its unfair and deceptive business
24 practices, to restore to Plaintiff and members of the Class any money that Defendant
25 acquired by unfair competition, and to provide such other relief as set forth below.

26 76. Plaintiff is entitled to an award of reasonable attorneys' fees under
27 California Code of Civil Procedure Section 1021.5 for the benefit conferred upon the
28

1 general public of the State of California by any injunctive or other relief entered
2 herein.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**
5 **(CAL. CIV. CODE § 1750, *ET SEQ.*)**

6 77. Plaintiff realleges and incorporates by reference all paragraphs alleged
7 herein.

8 78. Defendants are “persons” under Cal. Civ. Code § 1761(c).

9 79. Plaintiff and Class members are “consumers,” as defined by Cal. Civ.
10 Code § 1761(d), who purchased Defendants’ Seafood Products.

11 80. Cal. Civ. Code § 1770(a)(2) prohibits “[m]isrepresenting the source,
12 sponsorship, approval, or certification of goods or services.”

13 81. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or
14 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
15 quantities which they do not have....”

16 82. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or
17 services are of a particular standard, quality, or grade, or that goods are of a particular
18 style or model, if they are of another.”

19 83. Defendants violated these provisions of the CLRA by misrepresenting the
20 source, characteristics, and standard of Seafood Products in omitting disclosure of
21 material aspects thereof.

22 84. As alleged herein, Defendants failed to disclose the likelihood of slave
23 labor in their supply chain for Chicken of the Sea Seafood Products. Nor do
24 Defendants disclose that despite their awareness of slave labor in the Seafood Products
25 supply chain, they have not required their suppliers to remedy the ongoing human
26 rights abuses.

27 85. These omissions would be material to a reasonable consumer.

28 86. Reasonable consumers are likely to be deceived by Defendants’ material

1 omissions.

2 87. Plaintiff and members of the Class were directly and proximately injured
3 by Defendants' conduct and lost money as a result of Defendants' material omissions,
4 because they would not have purchased nor paid as much for the Seafood Products
5 had they known the truth.

6 88. In accordance with Civil Code § 1780 (a), Plaintiff and Class Members
7 seek restitutionary, injunctive and equitable relief for Defendants' violations of the
8 CLRA. Plaintiff requests that this Court enter such orders or judgments as may be
9 necessary to restore to any person in interest any money which may have been
10 acquired by means of such unfair business practices, and for such other relief,
11 including attorneys' fees and costs, as provided in Civil Code § 1780 and the Prayer
12 for Relief. In addition, after mailing appropriate notice and demand in accordance
13 with Civil Code § 1782(a) & (d), Plaintiff will amend this Class Action Complaint to
14 include a request for damages.

15 89. Plaintiff includes an affidavit with this Complaint reflecting that venue in
16 this District is proper, to the extent such an affidavit is required by Cal. Civ. Code
17 § 1780(d) in federal court.

18 **THIRD CAUSE OF ACTION**

19 **VIOLATIONS OF THE FALSE ADVERTISING LAW**
20 **(CAL. BUS. & PROF CODE §§ 17500, *ET SEQ.*)**

21 90. Plaintiff realleges and incorporates by reference all paragraphs alleged
22 herein.

23 91. California Business & Professions Code §§ 17500, *et seq.* (the "FAL")
24 broadly proscribes deceptive advertising in this State. Section 17500 makes it
25 unlawful for any corporation intending to sell products or perform services to make
26 any statement in advertising those products or services concerning any circumstance
27 or matter of fact connected with the proposed performance or disposition thereof,
28 which is untrue or misleading, and which is known, or which by the exercise of

1 reasonable care should be known, to be untrue or misleading, or not to sell those
2 products or services as advertised at the price stated therein, or as so advertised.

3 92. When the seller has a duty to disclose material facts about a product, the
4 sale of the product to consumers without disclosure of such material facts runs afoul of
5 the FAL.

6 93. As alleged herein, Defendants failed to disclose the likelihood of slave
7 labor in their supply chain for Chicken of the Sea Seafood Products. Nor do
8 Defendants disclose that despite their awareness of slave labor in the Seafood Products
9 supply chain, they have not required their suppliers to remedy the ongoing human
10 rights abuses.

11 94. Defendants had a duty to disclose the likelihood of forced labor in their
12 supply chain, arising from (1) their superior knowledge of Defendants' supply chain
13 and the practices of their suppliers as compared to consumers, *e.g.* through
14 Defendants' years of experience marketing and distributing Seafood Products
15 manufactured in Thailand; and (2) their partial representations and/or
16 misrepresentations to the contrary, *e.g.*, numerous corporate statements intended to
17 show that Defendants do not tolerate use of forced labor by its suppliers.

18 95. These omissions would be material to a reasonable consumer.

19 96. Reasonable consumers are likely to be deceived by Defendants' material
20 omissions.

21 97. Defendants know or reasonably should know that the marketing and sale
22 of Chicken of the Sea Seafood Products was and is deceptive.

23 98. Plaintiff has suffered injury in fact, including the loss of money, as a
24 result of Defendants' unlawful, unfair, and/or deceptive practices. Plaintiff and
25 members of the Class were directly and proximately injured by Defendants' conduct
26 and lost money as a result of Defendants' material omissions, because they would not
27 have purchased nor paid as much for Chicken of the Sea Seafood Products had they
28

1 known the truth.

2 99. All of the wrongful conduct alleged herein occurred, and continues to
3 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part
4 of a general practice that is still being perpetuated and repeated throughout the State of
5 California.

6 100. Plaintiff requests that this Court enter such orders or judgments as may be
7 necessary to enjoin Defendants from continuing its deceptive advertising, to restore to
8 Plaintiff and members of the Class any money that Defendant unlawfully acquired,
9 and to provide such other relief as set forth below.

10 101. Plaintiff is entitled to an award of reasonable attorneys' fees under
11 California Code of Civil Procedure Section 1021.5 for the benefit conferred upon the
12 general public of the State of California by any injunctive or other relief entered
13 herein.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, individually and on behalf of all others similarly
16 situated, respectfully request that this Court enter a judgment against Defendants and
17 in favor of Plaintiff, and grant the following relief:

18 A. Determine that this action may be maintained as a class action with
19 respect to the Class identified herein and certify it as such under Rules 23(b)(2) and/or
20 23(b)(3), or alternatively certify all issues and claims that are appropriately certified,
21 and designate and appoint Plaintiff as Class Representatives and their counsel as Class
22 Counsel;

23 B. Declare, adjudge and decree the conduct of Defendants as alleged herein
24 to be unlawful, unfair and/or deceptive;

25 C. Enjoin Defendants from continuing the unfair and deceptive marketing
26 and sale of its Chicken of the Sea Seafood Products;

27 D. Award Plaintiff and the Class restitution of all monies paid to Defendants
28

1 as a result of its unfair and deceptive business practices;

2 E. Award Plaintiff and the Class reasonable attorneys' fees, costs, and pre-
3 and post-judgment interest; and

4 F. Award Plaintiff and the Class such other further and different relief as the
5 nature of the case may require or as may be determined to be just, equitable, and
6 proper by this Court.

7 **JURY TRIAL DEMAND**

8 Plaintiff, by counsel, requests a trial by jury for all claims so triable.

9
10 DATED: September 25, 2015

HAGENS BERMAN SOBOL SHAPIRO LLP

11 By: /s/ Elaine T. Byszewski
12 Elaine T. Byszewski (SBN 222304)
13 Christopher R. Pitoun (SBN 290235)
14 301 N. Lake Avenue, Suite 203
15 Pasadena, CA 91101
16 Telephone: (213) 330-7150
17 *elaine@hbsslaw.com*
18 *christopherp@hbsslaw.com*

19 Steve W. Berman (*pro hac vice*)
20 Ashley A. Bede (*pro hac vice*)
21 HAGENS BERMAN SOBOL SHAPIRO LLP
22 1918 Eighth Avenue, Suite 3300
23 Seattle, WA 98101
24 Telephone: (206) 623-7292
25 *steve@hbsslaw.com*
26 *ashleyb@hbsslaw.com*
27 *Attorneys for Plaintiff and the Proposed Class*


DECLARATION RE: CLRA VENUE

I, Donna DeRosa, do hereby declare and state as follows:

1. I am a party plaintiff in the above captioned action. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a). I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because defendants in the above captioned case do business throughout the State of California.

This declaration is signed under penalty of perjury under the laws of the State of California this 18 day of September 2015.


Donna DeRosa