

1 Joshua H. Haffner, Esq. SBN 188652  
2 [jhh@haffnerlawyers.com](mailto:jhh@haffnerlawyers.com)  
3 Graham G. Lambert, Esq. SBN 303056  
4 [gl@haffnerlawyers.com](mailto:gl@haffnerlawyers.com)  
5 **HAFFNER LAW PC**  
6 445 South Figueroa Street, Suite 2625  
7 Los Angeles, California 90071  
8 Telephone: (213) 514-5681  
9 Facsimile: (213) 514-5682

10 Attorneys for Plaintiff Keefe Ferrandini  
11 and all others similarly situated

**CONFORMED COPY**  
**ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**SEP 11 2019**

Sheri R. Carter, Executive Officer/Clerk of Court  
By: Isaac Lovo, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

14 KEEFE FERRANDINI, an individual; on  
15 behalf of herself and all others similarly  
16 situated,

17 Plaintiffs,

18 v.

19 BLUE APRON, LLC; and DOES 1 through  
20 10, inclusive,

21 Defendants.

Case No. **19STCV32164**

**CLASS ACTION COMPLAINT FOR:**

(1) **VIOLATION OF CONSUMER  
LEGAL REMEDIES ACT;**

(2) **BREACH OF IMPLIED  
WARRANTY; AND**

(3) **UNFAIR BUSINESS PRACTICES.**

**JURY TRIAL DEMANDED**

*By Fax*

1 Plaintiff Keefe Ferrandini ("Plaintiff") brings this class action against Defendant Blue  
2 Apron, LLC and Does 1 through 10 (collectively "Defendant"), and respectfully alleges the  
3 following:

4 **NATURE OF THE ACTION**

5 1. This is a California statewide class action for violation of the Consumer Legal  
6 Remedies Act ("CLRA"), Breach of Warranty, and Unfair Business Practices, arising out of  
7 Defendants' provision of Salmonella-contaminated meals to its customers.

8 2. Defendant provides pre-prepared meals to the public, and advertising on its  
9 website and elsewhere that its food and meals as "responsibly sourced, quality ingredients." This  
10 advertising is false and misleading, as Defendants fail and failed to take proper steps to ensure  
11 that ingredients were quality ingredients, and not contaminated with Salmonella.

12 3. Plaintiff was Defendant's customer, and purchased and consumed Salmonella-  
13 contaminated meals from Defendant. Although Defendant has acknowledged its food was  
14 contaminated with Salmonella, it has offered no refund to its customers, and has rejected  
15 Plaintiff's demand for remedial action pursuant to the CLRA.

16 4. Plaintiff seeks for herself and the Class compensatory damages, punitive damages,  
17 and restitution.

18 **JURISDICTION AND VENUE**

19 5. This Court has jurisdiction over the entire action by virtue of the fact that this is a  
20 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the  
21 jurisdictional minimum of the Court. The acts and omissions complained of in this action took  
22 place in the State of California. Venue is proper because this is a class action, the acts and/or  
23 omissions complained of took place, in whole or in part within the venue of this Court.

24 **PARTIES**

25 6. Plaintiff Keefe Ferrandini, was, at all relevant times, a citizen of the State of  
26 California, and resident in the County of Los Angeles.

27 7. Defendant Blue Apron, LLC was, at all relevant times, a Company doing business  
28 in the County of Los Angeles, State of California.

1           8.       Plaintiff is currently ignorant of the true names and capacities, whether individual,  
2 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1  
3 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will  
4 seek leave to amend this complaint to allege the true names and capacities of said fictitiously  
5 named defendants when their true names and capacities have been ascertained. Plaintiff is  
6 informed and believe and thereon alleges that each of the fictitiously named defendants is legally  
7 responsible in some manner for the events and occurrences alleged herein, and for the damages  
8 suffered by the Class.

9           9.       Plaintiff is informed and believes and thereon alleges that all defendants, including  
10 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,  
11 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other  
12 defendants, and that all acts alleged herein occurred within the course and scope of said agency,  
13 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or  
14 implied permission, knowledge, consent authorization and ratification of their co-defendants;  
15 however, each of these allegations are deemed "alternative" theories whenever not doing so  
16 would result in a contradiction with other allegations.

17                           **FACTS COMMON TO ALL CAUSES OF ACTION**

18           10.       Defendant operates a company that provides and delivers pre-made meals to the  
19 public. Defendant advertises their meals, including on their website, as premier, healthy meals,  
20 and promises they are "responsibly sourced, quality ingredients." Defendant markets on their  
21 website that they partner with farmers "to raise the highest-quality ingredients," creating "better  
22 standards for growing food and raising animals," and this means "higher quality ingredients."

23           11.       Defendant represented and advertised that their meals were safe for intended use,  
24 including consumption.

25           12.       When subscribing to Defendant's services, Plaintiff reviewed Defendant's website  
26 and relied on the representations made, including the representations regarding Defendant's  
27 responsibly sourced, quality ingredients.

13. In or about November 2018, Plaintiff purchased, received from Defendant, and served to her family and consumed herself, a meal called “Dukkah-Spiced Beef and Couscous.” Plaintiff used Defendant’s food as it is intended, and because of the Salmonella contamination, the food provided by Defendant was not fit for human consumption or its ordinary purpose.

14. On November 27, 2018, Plaintiff received an email with the subject line “Sesame Tahini Supplier Recall.” The email stated that “one of our suppliers is conducting a voluntary recall of its sesame tahini product due to the potential presence of Salmonella bacteria.” (Attached as Exhibit A to this complaint is a true and correct copy of the November 27, 2018 email Plaintiff received from Defendant.) Defendant’s email stated that if the meal had been consumed, “immediately consult your healthcare provider if you have any concerns.” Receipt of the letter caused foreseeable distress and anxiety to Plaintiff.

15. Defendant did not offer to provide any refund for the meals they provided which were contaminated with Salmonella.

16. Defendant failed to warn consumers of the danger of the potential danger from the Salmonella contaminated food they provided. Defendants' meals contaminated with Salmonella were defective and unsafe, and the defect is a safety hazard.

## CLASS ALLEGATIONS

17. Plaintiff brings this action on behalf of herself, and on behalf of all others similarly situated, and as a member of the Class defined as follows: All persons or entities who purchased Defendant's Salmonella contaminated food in California.

18. Plaintiff reserves the right to amend or otherwise alter the class definitions presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

19. This action has been brought and may be properly maintained as a class action pursuant to California Code of Civil Procedure § 382 and other applicable laws.

20. **Numerosity of the Class:** Members of the Class are so numerous that their individual joinder is impracticable. The precise number of Class members and their addresses are known to Plaintiff or will be known to Plaintiff through discovery. Class members may be

1 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

2 21. **Existence of Predominance of Common Questions of Fact and Law:** Common  
3 questions of law and fact exist as to all members of the Class. These questions predominate over  
4 any questions affecting only individual Class members. These common legal and factual  
5 questions include:

- 6 a. Whether Defendant's Salmonella contaminated food is defective because it contains a  
7 bacteria that causes illness;
- 8 b. Whether Defendant violated Civil Code §1770(a)(5) or the CLRA;
- 9 c. Whether Defendants violated Civil Code §1770(a)(7) or the CLRA;
- 10 d. Whether Defendant violated Civil Code §1770(a)(9) or the CLRA;
- 11 e. Whether Defendant's Salmonella contaminated food breached the implied warranty  
12 of merchantability;
- 13 f. Whether Defendant's conduct in connection with their Salmonella contaminated food  
14 is an unlawful business practice;
- 15 g. The nature and extent of class-wide injury and the measure of damages for the injury.

16 22. **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
17 classes she represents because Plaintiff used Defendant's Salmonella contaminated food, and was  
18 injured by it and unable to use it because of a common defect. Plaintiff and the members of the  
19 classes she represents sustained the same or similar types of damages and losses.

20 23. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to  
21 represent because her interests do not conflict with the interests of the members of the subclasses  
22 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex  
23 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of  
24 members of each Class will be fairly and adequately protected by Plaintiff and her counsel.

25 24. **Superiority and Substantial Benefit:** The class action is superior to other  
26 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.  
27 The damages suffered by each individual Class member may be limited. Damages of such  
28 magnitude are small given the burden and expense of individual prosecution of the complex and

1 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually  
2 impossible for the Class members to redress the wrongs done to them on an individual basis. Even  
3 if members of the Class themselves could afford such individual litigation, the court system could  
4 not. Individualized litigation increases the delay and expense to all parties and the court system,  
5 due to the complex legal and factual issues of the case. By contrast, the class action device  
6 presents far fewer management difficulties, and provides the benefits of single adjudication,  
7 economy of scale, and comprehensive supervision by a single court.

8 25. The Class(es) should also be certified because:

9 a. The prosecution of separate actions by individual members of the Class would  
10 create a risk of inconsistent or varying adjudications with respect to individual Class members  
11 which would establish incompatible standards of conduct for Defendants;

12 b. The prosecution of separate actions by individual members of the Class would  
13 create a risk of adjudication with respect to them, which would, as a practical matter, be  
14 dispositive of the interests of the other Class members not parties to the adjudications, or  
15 substantially impair or impede their ability to protect their interests; and

16 c. Defendants have acted or refused to act on grounds generally applicable to the  
17 Class, and/or the general public, thereby making appropriate final and injunctive relief with  
18 respect to the Classes as a whole.

19 **FIRST CAUSE OF ACTION**  
20 **(Violation of Consumer Legal Remedies Act)**  
21 **(By Plaintiff and all class members against all Defendants)**

22 26. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this  
23 Complaint, as though fully set forth herein.

24 27. This cause of action is brought under the Consumer Legal Remedies Act,  
25 California Civil Code §1750 *et seq.* Plaintiff and members of the Class are consumers as defined  
26 by California Civil Code §1761(d). The food provided by Defendant at issue are goods and/or  
27 services within the meaning of Civil Code §1761(a).  
28

1           28. Defendant violated and continue to violate the CLRA by engaging in the following  
2 practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff and members  
3 of the Class, which were intended to result in, and did result in, the sale of food to Plaintiff and  
4 members of the Class:

- 5           a. Representing that goods . . . have . . . characteristics, . . . [or] uses . . . which they do  
6 not have, in violation of Civil Code §1770(a)(5);  
7           b. Representing that goods . . . are of a particular standard . . ., if they are of another, in  
8 violation of Civil Code §1770(a)(7); and  
9           c. Advertising goods or services with intent not to sell them as advertised, in  
10 violation of Civil Code §1770(a)(9).

11           29. Defendant have undertaken unfair methods of competition and unfair or deceptive  
12 acts or practices in transactions intended to result or which results in the sale of goods and/or  
13 services to a consumer, as alleged herein.

14           30. As a result of the employment by Defendants of the above-alleged methods, acts,  
15 and practices, Plaintiff and the class suffered damage within the meaning of Civil Code §1780(a),  
16 entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiff and the class further  
17 seek compensatory damages and/or restitution, and, in light of Defendants' willful and/or  
18 conscious disregard of the safety and rights of Plaintiff and the class, Plaintiff and the class also  
19 intend to seek an award of punitive damages.

20           31. Pursuant to Civil Code §1782(a), Plaintiff provided notice to Defendants of the  
21 above-alleged methods, acts, and practices more than 30 days prior to the initiation of this  
22 lawsuit.

23           32. As a proximate result of Defendants' violations of the CLRA, Plaintiff and the  
24 Class request that Defendants be enjoined from engaging in the aforementioned conduct in  
25 violation of the CLRA.  
26  
27  
28



**SECOND CAUSE OF ACTION**

**(Breach Of Implied Warranty)**

**(By Plaintiff and all class members against all Defendants)**

33. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.

34. This cause of action is brought under Song-Beverly Consumer Warranty Act, Civil Code §§1792 and 1791.1.

35. Defendant was at all times the manufacturer, distributor, warrantor, or seller of the food products at issue in this action. Defendant knew or should have know of the use for which the food was purchased. However, the food was not fit for its ordinary purpose because it was contaminated with Salmonella bacteria, which carried a risk and had a propensity to cause or potentially cause injury.

36. Defendant impliedly warranted that the food was of merchantable quality and fit for its intended use. This implied warranty included, among other things: (i) a warranty that the food supplied, distributed, and/or sold by Defendant was safe for consumption; and (ii) a warranty that the food would be fit for its intended use.

37. Contrary to the applicable implied warranties, the food, at the time of sale and thereafter, was not fit for its ordinary and intended purpose. Instead, it was dangerous and defective because it was contaminated with Salmonella bacteria.

38. Defendant's actions complained of herein breached the implied warranty that the food it provided was of merchantable quality and fit for use as safe and reliable food, in violation of Civil Code §§1792 and 1791.1.

39. As a result of Defendants' breaches, Plaintiff and the Class members have suffered damages and/or are entitled to restitution, including but not limited to, the cost of the food, the cost of replacement, and/or medical expenses.

**THIRD CAUSE OF ACTION**

**VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT**

**(By Plaintiff and all class members against all Defendants)**

40. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this Complaint, as though fully set forth herein.





1 §1780(a);

2 E. Punitive damages pursuant to Civil Code §1780(a);

3 F. Awarding restitutionary disgorgement from Defendants to Plaintiff and the Class;

4 G. Any and all remedies for breach of express warranty, including under California  
5 Civil Code §1794;

6 H. Any and all remedies pursuant to the Song-Beverly Act, including under California  
7 Civil Code §1794;

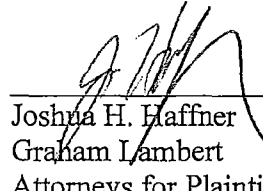
8 I. Attorney's fees and costs;

9 J. For such other relief the Court deems just and proper.

10 DATED: September 9, 2019

**HAFFNER LAW PC**

11  
12 By:

  
13 Joshua H. Haffner  
14 Graham Lambert  
15 Attorneys for Plaintiff and others  
16 Similarly situated  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

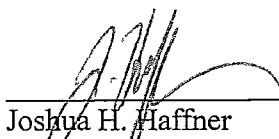
**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial by jury for herself and the Class members on all claims or causes of action so triable.

DATED: September 9, 2019

**HAFFNER LAW PC**

By:

  
\_\_\_\_\_  
Joshua H. Haffner  
Graham Lambert  
Attorneys for Plaintiff and others  
Similarly situated