

FITZGERALD JOSEPH LLP

JACK FITZGERALD (SBN 257370)

jack@fitzgeraldjoseph.com

PAUL K. JOSEPH (SBN 287057)

paul@fitzgeraldjoseph.com

MELANIE PERSINGER (SBN 275423)

melanie@fitzgeraldjoseph.com

TREVOR M. FLYNN (SBN 253362)

trevor@fitzgeraldjoseph.com

CAROLINE S. EMHARDT (SBN 321222)

caroline@fitzgeraldjoseph.com

2341 Jefferson Street, Suite 200

San Diego, California 92110

Phone: (619) 215-1741

Counsel for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

VALERIE MORRISON, on behalf of herself,
all others similarly situated, and the general
public,

Plaintiff,

v.

TRADER JOE'S COMPANY,

Defendant.

Case No: '23CV0061 RBM KSC

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF:

CAL. BUS. & PROF. CODE §§17200 *et seq.*;

CAL. BUS. & PROF. CODE §§17500 *et seq.*;

CAL. CIV. CODE §§ 1750 *et seq.*;

BREACH OF IMPLIED WARRANTIES ; and

UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

Plaintiff Eva Grausz, on behalf of herself, all others similarly situated, and the general public, by and through her undersigned counsel, hereby sues Trader Joe's Company ("Trader Joe's"), and alleges the following upon her own knowledge, or where she lacks personal knowledge, upon information and belief, including the investigation of her counsel.

INTRODUCTION

1. Trader Joe's markets and sells The Dark Chocolate Lover's Chocolate 85% Cacao and Dark Chocolate 72% Cacao dark chocolate bars [hereafter the "Products"]. Trader Joe's sells the Products throughout the United States, including in California.

2. A December 2022 report by Consumer Reports states that "[r]esearch has found that some dark chocolate bars contain cadmium and lead—two heavy metals linked to a host of health problems in children and adults," in amounts such that "eating just an ounce a day would put an adult over a level that public health authorities and [Consumer Report's] experts say may be harmful for at least one of those heavy metals." Among those containing substantial levels of lead and cadmium are the Products, as pictured below.



3. As shown above, the 85% cacao Dark Chocolate Lover's bar tested at 127% of "California's maximum allowable dose level (MADL) for lead" and 229% of California's maximum allowable dose level for cadmium. The Trader Joe's 72% Cacao product tested

1 even higher for lead, at 192% of California's MADL, with the cadmium content below the
2 MADL, at 36%.

3 4. Lead and cadmium are heavy metals and their presence in food, alone or
4 combined, poses a serious safety risk to consumers because they can cause cancer and serious
5 and often irreversible damage to brain development, liver, kidneys, bones, and other serious
6 health problems. As Consumer Reports noted, "both cadmium and lead pose serious health
7 risks" and, with respect to lead specifically, "no amount of it is considered safe."

8 5. As described more fully below, consumers who purchased the Products were
9 injured by Trader Joe's acts and omissions concerning the presence of lead and cadmium.
10 No reasonable consumer would know, or have reason to know, that the Products contained
11 heavy metals, including lead and cadmium. Worse, as companies across the industry have
12 adopted methods to limit heavy metals in their dark chocolate products, Trader Joe's has
13 stood idly by with a reckless disregard for its consumers' health and well-being.

14 6. Plaintiff brings this action against Trader Joe's on behalf of herself, similarly-
15 situated Class Members, and the general public to enjoin Trader Joe's from deceptively
16 marketing the Products, and to recover compensation for injured Class Members.

17 **JURISDICTION & VENUE**

18 7. This Court has original jurisdiction over this action under 28 U.S.C. §
19 1332(d)(2) (The Class Action Fairness Act) because the matter in controversy exceeds the
20 sum or value of \$5,000,000, exclusive of interest and costs, and at least one member of the
21 class of plaintiffs is a citizen of a State different from Trader Joe's. In addition, more than
22 two-thirds of the members of the class reside in states other than the state in which Trader
23 Joe's is a citizen and in which this case is filed, and therefore any exceptions to jurisdiction
24 under 28 U.S.C. § 1332(d) do not apply.

25 8. The Court has personal jurisdiction over Trader Joe's as a result of Trader Joe's
26 substantial, continuous and systematic contacts with the State, and because Trader Joe's has
27 purposely availed itself of the benefits and privileges of conducting business activities within
28

the State, including by marketing, distributing, and selling the Products in California. Trader Joe's is also headquartered and has its principal place of business in California.

9. Venue is proper in this Southern District of California pursuant to 28 U.S.C. § 1391(b) and (c), because Trader Joe's resides (*i.e.*, is subject to personal jurisdiction) in this district, and because a substantial part of the events or omissions giving rise to the claims occurred in this district.

PARTIES

10. Plaintiff Valerie Morrison is a resident of San Diego County, California.

11. Defendant Trader Joe's is a California corporation with its principal place of business in Monrovia, California.

FACTS

I. Lead and Cadmium are Toxic and are Present in the Trader Joe's Products at Unsafe Levels

12. California recognizes that certain chemicals and elements are "known to the state to cause cancer or reproductive toxicity . . . if in the opinion of the state's qualified experts it has been clearly shown through scientifically valid testing according to generally accepted principles to cause cancer or reproductive toxicity." *See* Cal. Health & Safety Code § 25249.8(b). Lead and cadmium, in the amounts found in the Products, are on the list of chemicals known to cause cancer and/or reproductive harm.

13. The harmful effects of lead are well-documented, particularly on children. Exposure puts children at risk for lowered IQ, behavioral problems (such as attention deficit hyperactivity disorder (ADHD)), type 2 diabetes, and cancer, among other health issues. Heavy metals also pose risks to adults. Even modest amounts of heavy metals can increase the risk of cancer, cognitive and reproductive problems, and other adverse conditions. As such, it is important to limit exposure.

14. “No amount of lead is known to be safe.”¹ Exposure to lead may cause anemia, weakness, and kidney and brain damage.² Lead affects almost every organ and system in the body and accumulates over time, leading to severe health risks and toxicity, including inhibiting neurological function, anemia, kidney damage, seizures, and in extreme cases, coma and death.³ Lead can also cross the fetal barrier during pregnancy, exposing the mother and developing fetus to serious risks, including reduced growth and premature birth.⁴ Lead exposure is also harmful to adults as more than 90 percent of the total body burden of lead is accumulated in the bones, where it is stored.⁵ Lead in bones may be released into the blood, re-exposing organ systems long after the original exposure.⁶

15. Cadmium, also a heavy metal, likewise poses a serious safety risk to consumers because it can cause cancer and is a known teratogen, an agent which causes malformation of an embryo. Exposure to cadmium can affect the kidneys, lungs and bones.⁷ There may be no safe level of exposure to a carcinogen, so all contact should be reduced to the lowest possible level.⁸ It is considered a class 1 carcinogen by the World Health Organization.⁹ Even at low exposure, cadmium can cause nausea, vomiting, diarrhea and abdominal pain.

¹ See <https://www.npr.org/sections/thetwo-way/2016/08/13/489825051/lead-levels-below-epalimits-can-still-impact-your-health>

² <https://www.cdc.gov/niosh/topics/lead/health.html>

³ *Id.*

⁴ See <https://www.cdc.gov/nceh/lead/prevention/pregnant.htm>

⁵ See State of New York Department of Health, “Lead Exposure in Adults: A Guide for Health Care Providers,” available online at <https://www.health.ny.gov/publications/2584.pdf>.

⁶ *Id.*

⁷ <https://www.betterhealth.vic.gov.au/health/healthyliving/cadmium>

⁸ New Jersey Department of Health Fact Sheet (available online at <https://www.nj.gov/health/eoh/rtkweb/documents/fs/0305.pdf>)

⁹ <https://www.unep.org/explore-topics/chemicals-waste/what-we-do/emerging-issues/lead-and-cadmium>

1 And, because cadmium builds up in the body, even at low dosage, repeated exposure can
 2 cause liver and kidney damage, anemia and loss of smell. According to the Centers for
 3 Disease Control, “exposure to low levels of cadmium in . . . food . . . over time may build up
 4 cadmium in the kidneys and cause kidney disease and fragile bones” and is indisputably
 5 “considered a cancer-causing agent.”¹⁰

6 16. It is undisputed that the Products contain lead and cadmium, and that Trader
 7 Joe’s has known as much for at least the last six years. In 2016, Trader Joe’s (and several
 8 other manufacturers and distributors of dark chocolate products) received notice that at least
 9 some of its dark chocolate products, including specifically the Trader Joe’s bars that are the
 10 subject of this lawsuit, contained excessive cadmium and/or lead, or both, including by being
 11 provided with certificates of merit that independent experts confirmed the presence of heavy
 12 metals in the Trader Joe’s Products. However, Trader Joe’s failed to warn consumers that
 13 consuming the Products exposes consumers to those chemicals.

14 17. Moreover, in December 2022, Consumer Reports [“CR”], a consumer
 15 protection and advocacy organization dedicated to independent product testing, consumer-
 16 oriented research, and investigative journalism, tested 28 different dark chocolate bars for
 17 lead and cadmium. The results showed that, for example, the Trader Joe’s Dark Chocolate
 18 Lover’s Bar 85% cacao contained 0.635mcg of lead and 9.39mcg of cadmium per ounce,
 19 which is more than 1.2x the Maximum Allowable Dose Level [“MADL”] for lead, and more
 20 than 2.2x the MADL for cadmium set by the California Office of Environmental Health
 21 Hazard Assessment [“OEHHA”].

22 18. Notably, the lead is getting into the Trader Joe’s Products *after* harvesting. As
 23 Consumer Reports notes, “lead seems to get into cacao after beans are harvested. The
 24 researchers found that the metal was typically on the outer shell of the cocoa bean, not in the
 25 bean itself. Moreover, lead levels were low soon after beans were picked and removed from
 26 pods but increased as beans dried in the sun for days. During that time, lead-filled dust and
 27

28 ¹⁰ <https://tinyurl.com/y4f2kku7>

1 dirt accumulated on the beans.” Thus, on information and belief, Trader Joe’s itself is
 2 responsible for lead being present in the Products, at least in the levels at which they are
 3 found in the Products.

4 **II. Reasonable Consumers Do Not Expect Heavy Metals in the Trader Joe’s**
 5 **Products; Trader Joe’s Nevertheless Failed to Disclose the Presence of Lead or**
 6 **Cadmium in the Products**

7 19. The global dark chocolate market has witnessed significant growth in recent
 8 years and is expected to continue growing into 2023.¹¹

9 20. The growth of dark chocolate sales is premised, in part, on reasonable
 10 consumers’ belief that dark chocolate is actually *healthier* than other food choices, and
 11 especially healthier than other confectionaries and milk chocolates. “The pervasive health
 12 and wellness trend continues to influence dark chocolate market, with manufacturers
 13 incorporating organic ingredients and natural sweeteners. The preference for dark chocolate
 14 over milk chocolates on accounts its health benefits continues to remain intact,” especially
 15 as demand for healthy products, generally, increases.¹² Thus, the safety and health effects of
 16 the Products are material facts to reasonable consumers.

17 21. Given the negative effects of toxic lead and cadmium on human development,
 18 especially in embryos and children, and on adult health, the presence of toxic heavy metals
 19 in the Products is a material fact to reasonable consumers, including Plaintiff and members
 20 of the Class.

21 22. A company as ubiquitous as Trader Joe’s has earned significant public trust that
 22 its foods are safe and fit for regular consumption. Reasonable consumers believe that Trader
 23 Joe’s would not sell products that are unsafe.

27 ¹¹ <https://www.persistencemarketresearch.com/market-research/dark-chocolate-market.asp>

28 ¹² *Id.*

1 23. Trader Joe's knew that if the presence of toxic heavy metals in its Products were
2 disclosed to Plaintiff and the Class members, they would be unwilling to purchase the
3 Products or would pay less for them.

4 24. In light of Trader Joe's knowledge that Plaintiff and the Class members would
5 be unwilling to purchase the Products or would pay less for the Products if they knew that
6 the Products contained toxic heavy metals, Trader Joe's intentionally and knowingly
7 concealed this fact from Plaintiff and the Class Members and did not disclose the presence
8 of lead or cadmium on the label of the Products.

9 25. Trader Joe's knew or should have known that Plaintiff and the Class members
10 would rely upon the packaging of the Products and intended for them to do so but failed to
11 disclose the presence of lead or cadmium.

12 26. Trader Joe's knew or should have known that it owed consumers a duty of care
13 to adequately test for lead, cadmium, and other heavy metals, particularly considering that it
14 was provided notice of independent expert testing of the Products. Had Trader Joe's done
15 so, it would have known that its Products contained significant levels of lead and cadmium.
16 Alternatively, Trader Joe's *did* know that its Products contained significant levels of heavy
17 metals and purposely hid that fact from consumers.

18 27. Additionally, Trader Joe's knew or should have been aware that a reasonable
19 consumer would consume the Products regularly, and possibly multiple Products daily,
20 leading to repeated exposure to both lead and cadmium, which each independently
21 accumulate in the body and its systems over time.

22 28. Trader Joe's knew or should have known it could control the levels of lead and
23 cadmium in the Products by properly monitoring for heavy metal presence, sourcing
24 ingredients with less heavy metals, or none at all, adjusting its formulation to reduce or
25 eliminate heavy metals, or improve its manufacturing process to eliminate introduction of
26 lead caused by Trader Joe's itself.

1 29. Prior to purchasing the Products, Plaintiff and the Class members were exposed
 2 to, saw, read, and understood the labels of the Products, and relied upon the same in
 3 purchasing the Products, but Trader Joe's failed to disclose the presence of heavy metals.

4 30. As a result of Trader Joe's concealment of the fact that the Products contained
 5 toxic heavy metals, including lead and cadmium, Plaintiff and the Class members reasonably
 6 believed the Products were free from substances that would negatively affect children's
 7 development as well as their own health.

8 31. Plaintiff and the Class members purchased the Trader Joe's Products in reliance
 9 upon Trader Joe's labels that contained omissions.

10 32. Had Plaintiff and the Class members known that the Products contained toxic
 11 heavy metals, rendering them unsafe for consumption, they would not have been willing to
 12 purchase the Products or would have paid less for them.

13 33. Therefore, as a direct and proximate result of Trader Joe's omissions
 14 concerning the Products, Plaintiff and the Class Members purchased the Products and paid
 15 more than they were worth.

16 34. Plaintiff and the Class members were harmed in the form of the monies they
 17 paid for the Products which they would not otherwise have paid had they known the truth
 18 about the Products. Since the presence of toxic heavy metals, including lead and cadmium,
 19 in the Products renders them unsafe for human consumption, the Products that Plaintiff and
 20 the Class members purchased are worthless, or at a minimum are worth less than Plaintiff
 21 and the Class paid for them.

22 **III. The Products' Labeling Violates California and Federal Food Labeling Law**

23 35. The Products' labeling violates California Health and Safety Code §§ 109875,
 24 *et. seq.* (the "Sherman Law"), which has expressly adopted the federal food labeling
 25 requirements as its own. *See, e.g., id.* § 110100; *id.* § 110670 ("Any food is misbranded if
 26 its labeling does not conform with the requirements for nutrition labeling as set forth in
 27 Section 403(r) (21 U.S.C. Sec. 343(r)) of the federal act and the regulation adopted pursuant
 28 thereto."). Specifically, Trader Joe's "fail[ed] to reveal facts that are material in light of other

1 representations made or suggested by the statement[s], word[s], design[s], device[s], or any
2 combination thereof,” in violation of 21 C.F.R. § 1.21(a)(1). Such facts include the
3 detrimental health consequences of consuming the Products given that they contain lead and
4 cadmium, which is unsafe in any amount. In addition, such facts include the detrimental
5 health consequences of consuming the Products, including inhibiting neurological function,
6 anemia, kidney damage, seizures, and in extreme cases, coma and death, which are all
7 material to a consumer choosing a food product.

8 **IV. Plaintiff’s Purchase, Reliance, And Injury**

9 36. Ms. Morrison regularly purchased both Trader Joe’s dark chocolate Products
10 during the Class Period, often making her purchases from Trader Joe’s stores in San Diego,
11 including at least the location at 1640 Garnet Ave. and 9850 Hilbert St., both in San Diego,
12 California.

13 37. When purchasing the Products, Plaintiff was seeking chocolate bars she
14 believed to be healthier than other confectionaries, by virtue of their higher cocoa (and thus
15 lesser sugar) content. Moreover, Plaintiff would have avoided any food she knew contained
16 toxic ingredients, especially heavy metals like lead and cadmium. She would also have
17 avoided purchasing any food she knew could increase her risk of inhibited neurological
18 function, anemia, kidney damage, seizures, coma, or death.

19 38. Plaintiff acted reasonably in purchasing the Products, whose labels did not
20 disclose the presence of lead or cadmium, or the attendant health risks in consuming the
21 Products.

22 39. By omitting that its Products contains lead or cadmium, Trader Joe’s was able
23 to gain a greater share of the snack market, specifically the confectionary and dark chocolate
24 market, than it would have otherwise and to increase the size of the market.

25 40. Plaintiff paid more for the Products, and would only have been willing to pay
26 less, or unwilling to purchase them at all, absent Trader Joe’s omissions regarding the lead
27 and cadmium content described herein.
28

1 41. Plaintiff would not have purchased the Products if she had known that they were
2 misbranded pursuant to California and FDA regulations, or that they contained toxic lead or
3 cadmium in the amounts found in the Products.

4 42. For these reasons, the Products were worth less than what Plaintiff and the Class
5 Members paid for them.

6 43. Plaintiff and the Class lost money as a result of Trader Joe's omissions and
7 unfair practices in that they did not receive what they paid for when purchasing the Products.

8 44. Plaintiff still wishes to purchase snack foods, including dark chocolate, and
9 continues to see Trader Joe's dark chocolate products at the Trader Joe's she regularly shops.
10 She would purchase the Trader Joe's dark chocolate bars that are the subject of this
11 Complaint in the future if, because of an injunction requiring Trader Joe's to disclose lead
12 or cadmium when present, she could be assured by the absence of a disclosure that the
13 Products no longer contained lead or cadmium. But unless Trader Joe's is enjoined in the
14 manner Plaintiff requests, she may not be able to reasonably determine whether the lead or
15 cadmium in the Products has been addressed, or whether Trader Joe's is continuing to omit
16 their presence.

17 45. Plaintiff's substantive right to a marketplace free of fraud, where she is entitled
18 to rely with confidence on representations such as those made by Trader Joe's, continues to
19 be violated every time Plaintiff is exposed to the Products' labels.

20 46. Plaintiff's legal remedies are inadequate to prevent these future injuries.

21 **CLASS ACTION ALLEGATIONS**

22 47. While reserving the right to redefine or amend the class definition prior to or as
23 part of a motion seeking class certification, pursuant to Federal Rule of Civil Procedure 23,
24 Plaintiff seeks to represent a class of all persons in the United States, or alternatively in
25 California, who, at any time from four years preceding the date of the filing of this Complaint
26 to the time a class is notified (the "Class Period"), purchased, for personal or household use,
27 and not for resale or distribution, the Trader Joe's Products (the "Class").
28

1 48. The members in the proposed Class are so numerous that individual joinder of
 2 all members is impracticable, and the disposition of the claims of all Class Members in a
 3 single action will provide substantial benefits to the parties and Court.

4 49. Questions of law and fact common to Plaintiff and the Class include:

- 5 a. whether the omissions on the Products' labels with respect to lead content
- 6 is material, or likely to be material, to a reasonable consumer;
- 7 b. whether the omissions on the Products' labels with respect to cadmium
- 8 content is material, or likely to be material, to a reasonable consumer;
- 9 c. whether the omissions regarding lead content was reasonably likely to
- 10 deceive a reasonable consumer;
- 11 d. whether the omissions regarding cadmium content was reasonably likely
- 12 to deceive a reasonable consumer;
- 13 e. whether Trader Joe's conduct violates public policy;
- 14 f. whether Trader Joe's conduct violates state or federal food statutes or
- 15 regulations;
- 16 g. whether Trader Joe's made and breached warranties;
- 17 h. the proper amount of damages, including punitive damages;
- 18 i. the proper amount of restitution;
- 19 j. the proper scope of injunctive relief; and
- 20 k. the proper amount of attorneys' fees.

21 50. These common questions of law and fact predominate over questions that affect
 22 only individual Class Members.

23 51. Plaintiff's claims are typical of Class Members' claims because they are based
 24 on the same underlying facts, events, and circumstances relating to Trader Joe's conduct.
 25 Specifically, all Class Members, including Plaintiff, were subjected to the same misleading
 26 and deceptive conduct when they purchased the Products and suffered economic injury
 27 because the Products are misrepresented. Absent Trader Joe's business practice of
 28 deceptively and unlawfully labeling the Products by omitting material information regarding

1 their toxic lead and cadmium content, Plaintiff and Class Members would not have
2 purchased the Products or would have paid less for them.

3 52. Plaintiff will fairly and adequately represent and protect the interests of the
4 Class, has no interests incompatible with the interests of the Class, and has retained counsel
5 competent and experienced in class action litigation, and specifically in litigation involving
6 the false and misleading advertising of foods and beverages.

7 53. Class treatment is superior to other options for resolution of the controversy
8 because the relief sought for each Class Member is small, such that, absent representative
9 litigation, it would be infeasible for Class Members to redress the wrongs done to them.

10 54. Trader Joe's has acted on grounds applicable to the Class, thereby making
11 appropriate final injunctive and declaratory relief concerning the Class as a whole.

12 55. As a result of the foregoing, class treatment is appropriate under Fed. R. Civ. P.
13 23(a), 23(b)(2), and 23(b)(3).

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **Violations of the Unfair Competition Law**

17 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***

18 56. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
19 as if set forth fully herein.

20 57. The UCL prohibits any "unlawful, unfair or fraudulent business act or
21 practice." Cal. Bus. & Prof. Code § 17200.

22 58. Under California Business & Professions Code §17200, any business act or
23 practice that is likely to deceive members of the public constitutes a fraudulent business act
24 or practice.

25 59. The acts, omissions, misrepresentations, practices, and non-disclosures of as
26 alleged herein constitute business acts and practices.

Fraudulent

60. A statement or practice is fraudulent under the UCL if it is likely to deceive a significant portion of the public, applying an objective reasonable consumer test.

61. As set forth herein, Trader Joe's omissions regarding the toxic lead and cadmium content of the Products is likely to deceive reasonable consumers and the public.

Unlawful

62. As set forth herein, Trader Joe's omissions are "unlawful" under the UCL in that they violate at least the following laws:

- The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*;
- The Song-Beverly Act, Cal. Civ. Code, §§ 1790 *et seq.*;
- The Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301 *et seq.*; and
- The California Sherman Food, Drug, and Cosmetic Law, Cal. Health & Safety Code §§ 110100 *et seq.*

63. By violating these laws, Defendant has engaged in unlawful business acts and practices, which constitute unfair competition within the meaning of Business & Professions Code § 17200.

Unfair

64. Trader Joe's conduct with respect to the labeling, advertising, and sale of the Products was unfair because Trader Joe's conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers, and the utility of its conduct, if any, does not outweigh the gravity of the harm to its victims.

65. Trader Joe's conduct with respect to the labeling, advertising, and sale of the Products was also unfair because it violates public policy as declared by specific constitutional, statutory or regulatory provisions, including but not necessarily limited to the False Advertising Law, portions of the Federal Food, Drug, and Cosmetic Act, the Song Beverly Act, and portions of the California Sherman Food, Drug, and Cosmetic Law.

1 66. Trader Joe's conduct with respect to the labeling, advertising, and sale of the
2 Products was and is also unfair because the consumer injury was substantial, not outweighed
3 by benefits to consumers or competition, and not one consumers themselves could
4 reasonably have avoided. Specifically, the increase in profits obtained by Trader Joe's
5 through the misleading labeling does not outweigh the harm to Class Members who were
6 deceived into purchasing the Products unaware that they contain toxic lead or cadmium and
7 are of the type that can increase the risk of poor health. Consumers could not have reasonably
8 avoided the harm because this would have required that they conduct their own research into
9 the lead and/or cadmium content of the Products, which could only feasibly be revealed by
10 laboratory testing, which is not a reasonable expectation. Further, the harm could have easily
11 been avoided by Trader Joe's as it would have cost them only minimally to place a warning
12 on the label that the Products contain toxic lead and/or cadmium. Alternatively, Trader Joe's
13 could have done more to ensure heavy metals, including lead and cadmium, were not in the
14 Products.

15 67. Trader Joe's profited from the sale of the falsely, deceptively, and unlawfully
16 advertised the Trader Joe's Products to unwary consumers.

17 68. Plaintiff and Class Members are likely to continue to be damaged by Trader
18 Joe's deceptive trade practices, because Trader Joe's continues to disseminate misleading
19 information. Thus, injunctive relief enjoining Trader Joe's deceptive practices is proper.

20 69. Trader Joe's conduct caused and continues to cause substantial injury to
21 Plaintiff and other Class Members. Plaintiff has suffered injury in fact as a result of Trader
22 Joe's unlawful conduct.

23 70. In accordance with Bus. & Prof. Code § 17203, Plaintiff seeks an order
24 enjoining Trader Joe's from continuing to conduct business through unlawful, unfair, and/or
25 fraudulent acts and practices.

26 71. Plaintiff and the Class also seek an order for the restitution of all monies from
27 the sale of the Products, which were unjustly acquired through acts of unlawful competition.
28

72. Because Plaintiff's claims under the "unfair" prong of the UCL sweep more broadly than their claims under the FAL, CLRA, or UCL's "fraudulent" prong, Plaintiff's legal remedies are inadequate to fully compensate Plaintiff for all of Trader Joe's challenged behavior.

SECOND CAUSE OF ACTION

Violations of the False Advertising Law

Cal. Bus. & Prof. Code §§ 17500 *et seq.*

73. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint as if set forth fully herein.

74. California's False Advertising Law prohibits any statement in connection with the sale of goods "which is untrue or misleading." Cal. Bus. & Prof. Code § 17500.

75. As set forth herein, the Plaintiff purchased Products based on the labels, which constituted advertising and which omitted the presence of toxic lead and cadmium in the Products.

76. Plaintiff and the Class Members paid money for the Trader Joe's Products. However, they did not obtain the full value or any value of the Products due to Trader Joe's omissions regarding the nature of the Products. Accordingly, Plaintiff and the Class Members suffered an injury in fact and lost money or property as a direct result of Trader Joe's omissions.

77. Trader Joe's conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiff's desire to purchase the Products in the future and hopes to rely in the future on Trader Joe's marketing and packaging.

78. Plaintiff and members of the Class are entitled to injunctive and equitable relief, and restitution in the amount they spent on the Products.

79. Here, equitable relief is appropriate because Plaintiff may lack an adequate remedy at law if, for instance, damages resulting from her purchase of the Products is determined to be an amount less than the premium price of the Products. Without

1 compensation for the full premium price of the Products, Plaintiff would be left without the
2 parity in purchasing power to which they are entitled.

3 80. Injunctive relief is also appropriate, and indeed necessary, to require Trader
4 Joe's to provide full and accurate disclosures regarding the Products so that Plaintiff and
5 Class members can reasonably rely on the Products' packaging as well as those of Trader
6 Joe's competitors who may then have an incentive to follow Trader Joe's deceptive practices,
7 further misleading consumers.

8 81. Restitution and/or injunctive relief may also be more certain, prompt, and
9 efficient than other legal remedies requested herein. The return of the full price or full
10 premium price, and an injunction requiring either (1) adequate disclosures of the existence
11 of toxic lead and cadmium in the Products or (2) the removal of lead and cadmium from the
12 Products, will ensure that Plaintiff and other Class Members are in the same place they would
13 have been in had Trader Joe's wrongful conduct not occurred, *i.e.*, in the position to make
14 an informed decision about the purchase of the Products absent omissions.

15 82. Because the Court has broad discretion to award restitution under the FAL and
16 could, when assessing restitution under the FAL, apply a standard different than that applied
17 to assessing damages under the CLRA or commercial code (for Plaintiff's breach of warranty
18 claims), and restitution is not limited to returning to Plaintiff and class members monies in
19 which they have an interest, but more broadly serves to deter the offender and others from
20 future violations, the legal remedies available under the CLRA and commercial code are
21 more limited than the equitable remedies available under the FAL, and are therefore
22 inadequate.

23 **THIRD CAUSE OF ACTION**

24 **Violations of the Consumers Legal Remedies Act**

25 **Cal. Civ. Code §§ 1750 *et seq.***

26 83. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
27 as if set forth fully herein.
28

1 and retail seller's implied warranty that the goods are merchantable, as defined in that Act.
2 In addition, every sale of consumer goods in this State is accompanied by both a
3 manufacturer's and retail seller's implied warranty of fitness when the manufacturer or
4 retailer has reason to know that the goods as represented have a particular purpose and that
5 the buyer is relying on the manufacturer's or retailer's skill or judgment to furnish suitable
6 goods consistent with that represented purpose.

7 92. The Products are a "consumer good" within the meaning of Cal. Civ. Code §
8 1791(a).

9 93. Plaintiff and the Class Members who purchased one or more of the Trader Joe's
10 Products are "retail buyers" within the meaning of Cal. Civ. Code § 1791.

11 94. Trader Joe's is in the business of manufacturing, assembling, producing and/or
12 selling the Products to retail buyers, and therefore is a "manufacturer" and "seller" within
13 the meaning of Cal. Civ. Code § 1791.

14 95. Trader Joe's impliedly warranted to retail buyers that the Products were
15 merchantable in that they (a) would pass without objection in the trade or industry under the
16 contract description, and (b) were fit for the ordinary purposes for which the Products is
17 used. For a consumer good to be "merchantable" under the Act, it must satisfy both of these
18 elements. Trader Joe's breached these implied warranties because the Products were unsafe
19 in that they contained toxic lead and cadmium. Therefore, the Products would not pass
20 without objection in the trade or industry and were not fit for the ordinary purpose for which
21 they are used, which is consumption by consumers, including children.

22 96. Plaintiff and the Class purchased the Products in reliance upon Trader Joe's
23 skill and judgment in properly packaging and labeling the Products.

24 97. The Products were not altered by Plaintiff or other Class Members.

25 98. Trader Joe's knew that the Products would be purchased and used without
26 additional testing by Plaintiff and the Class.

27 99. As a direct and proximate cause of Trader Joe's breach of the implied warranty,
28 Plaintiff and the Class have been injured and harmed because they would not have purchased

1 the Products or would have paid less for the Products if they knew the truth about the
2 Products, namely, that they contained toxic lead and cadmium.

3 **FIFTH CAUSE OF ACTION**

4 **Breach of Implied Warranty of Merchantability, Cal. Com. Code § 2314**

5 100. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
6 as if set forth in full herein.

7 101. As set forth herein, Trader Joe's manufactured and sold the Products, and prior
8 to the time the Products were purchased by Plaintiff and other Class Members, impliedly
9 warranted that the Products were of merchantable quality and fit for their ordinary use,
10 consumption by consumers, including children.

11 102. Trader Joe's is a merchant with respect to the goods of this kind which were
12 sold to Plaintiff and the Class, and there were, in the sale to Plaintiff and the Class, implied
13 warranties that those goods were merchantable.

14 103. Trader Joe's impliedly warranted to retail buyers that the Products were
15 merchantable in that they (a) would pass without objection in the trade or industry under the
16 contract description, and (b) were fit for the ordinary purposes for which the Products are
17 used. Defendant breached this implied warranty because the Products were unsafe in that it
18 contained toxic lead and cadmium. Therefore, the Products would not pass without objection
19 in the trade or industry and were not fit for the ordinary purpose for which they are used,
20 which is consumption by consumers, including children.

21 104. Trader Joe's was on notice of this breach as it was aware of the lead and
22 cadmium in the Products, including based on receiving notice in at least 2016.

23 105. As a direct and proximate cause of Defendant's breach of the implied warranty,
24 Plaintiff and the Class members have been injured and harmed because they would not have
25 purchased the Products or would have paid less for it if they knew the truth about the
26 Products, namely, that they contained lead and cadmium.

27 106. As a result, Plaintiff seeks actual damages, including, without limitation,
28 expectation damages.

1 **SIXTH CAUSE OF ACTION**

2 **Unjust Enrichment**

3 107. Plaintiff realleges and incorporates the allegations elsewhere in the Complaint
4 as if set forth in full herein.

5 108. Trader Joe's financial benefits resulting from its unlawful and inequitable
6 conduct are economically traceable to Plaintiff's and Class Members' purchases of the
7 Products, and the economic benefits conferred on Trader Joe's are a direct and proximate
8 result of its unlawful and inequitable conduct.

9 109. It would be inequitable, unconscionable, and unjust for Trader Joe's to be
10 permitted to retain these economic benefits because the benefits were procured as a direct
11 and proximate result of its wrongful conduct.

12 110. As a result, Plaintiff and Class Members are entitled to equitable relief including
13 restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits
14 which may have been obtained by Trader Joe's as a result of such business practices.

15 **PRAYER FOR RELIEF**

16 111. Wherefore, Plaintiff, on behalf of herself, all others similarly situated, and the
17 general public, prays for judgment against Trader Joe's as to each and every cause of action,
18 and the following remedies:

19 a. An Order declaring this action to be a proper class action, appointing
20 Plaintiff as Class Representative, and appointing Plaintiff's undersigned counsel as
21 Class Counsel;

22 b. An Order requiring Trader Joe's to bear the cost of Class Notice;

23 c. An Order compelling Trader Joe's to destroy all misleading and
24 deceptive advertising materials and product labels, and to recall all offending
25 Products;

26 d. An Order requiring Trader Joe's to disgorge all monies, revenues, and
27 profits obtained by means of any wrongful act or practice;
28

e. An Order requiring Trader Joe's to pay restitution to restore all funds acquired by means of any act or practice declared by this Court to be an unlawful, unfair, or fraudulent business act or practice, or untrue or misleading advertising, plus pre-and post-judgment interest thereon;

f. An Order requiring Trader Joe's to pay compensatory damages and punitive damages as permitted by law;

g. An award of attorneys' fees and costs; and

h. Any other and further relief that Court deems necessary, just, or proper.

JURY DEMAND

112. Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: January 12, 2023

/s/ Trevor Flynn

FITZGERALD JOSEPH LLP

JACK FITZGERALD

jack@fitzgeraldjoseph.com

PAUL K. JOSEPH

paul@fitzgeraldjoseph.com

MELANIE PERSINGER

melanie@fitzgeraldjoseph.com

TREVOR M. FLYNN

trevor@fitzgeraldjoseph.com

CAROLINE S. EMHARDT

caroline@fitzgeraldjoseph.com

2341 Jefferson Street, Suite 200

San Diego, California 92110

Phone: (619) 215-1741

Counsel for Plaintiff

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS

Valerie Morrison on behalf of herself, all others similarly situated, and the general public

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

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

Fitzgerald Joseph LLP; 2341 Jefferson Street, Suite 200,
San Diego, California 92110; (619) 215-1741

DEFENDANTS

Trader Joe's Company '23CV0061 RBM KSC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

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

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

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. s. 1332(d)(2) (the Class Action Fairness Act)

Brief description of cause:

False Advertising (Violation of California's UCL, FAL, CLRA); Breach of Warranties; Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

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

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

Jan 12, 2023

SIGNATURE OF ATTORNEY OF RECORD

/s Trevor Flynn

FOR OFFICE USE ONLY

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

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

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

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

1 **FITZGERALD JOSEPH LLP**
2 JACK FITZGERALD (SBN 257370)
3 *jack@fitzgeraldjoseph.com*
4 PAUL K. JOSEPH (SBN 287057)
5 *paul@fitzgeraldjoseph.com*
6 MELANIE PERSINGER (SBN 275423)
7 *melanie@fitzgeraldjoseph.com*
8 TREVOR M. FLYNN (SBN 253362)
9 *trevor@fitzgeraldjoseph.com*
10 2341 Jefferson Street, Suite 200
11 San Diego, California 92110
12 Phone: (619) 215-1741
13 ***Counsel for Plaintiff***

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 VALERIE MORRISON, on behalf of
14 herself, all others similarly situated, and the
15 general public,

16 Plaintiff,

17 v.

18 TRADER JOE'S COMPANY,

19 Defendant.

'23CV0061 RBM KSC

**CONSUMERS LEGAL REMEDIES
ACT VENUE AFFIDAVIT [Cal. Civ.
Code § 1780(d)]**

1 I, Valerie Morrison, declare as follows:

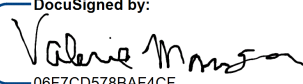
2 1. I am a plaintiff in this action. I make this affidavit as required by California Civil
3 Code § 1780(d).

4 2. The Complaint in this action is filed in a proper place for the trial of this action
5 because defendant is doing business in this county and because the transactions that are the
6 subject of the action occurred in this county.

7
8 I declare under penalty of perjury under the laws of the United States that the foregoing
9 is true and correct to the best of my knowledge.

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11
12 Dated: 1/10/2023

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DocuSigned by:

06F7CD578BAE4CF
Valerie Morrison