

1 James A. Morris, Esq. (SBN 296852)
2 jmorris@jamlawyers.com
3 Shane. A. Greenberg, Esq. (SBN 210932)
4 sgreenberg@jamlawyers.com
5 JAMES MORRIS LAW FIRM P.C.
6 4001 W. Alameda Avenue, Suite 202
7 Burbank, CA 91505
8 Tel: (747) 283-1144
9 Fax: (747) 283-1143

7 Daniel J. Orlowsky
8 ORLOWSKY LAW, LLC
9 7777 Bonhomme, Suite 1910
10 St. Louis, Missouri 63105
11 Phone: (314) 725-5151
12 Fax; (314) 455-7375
13 dan@orlowskylaw.com
14 (Pro Hac Vice Pending)

13 Adam M. Goffstein
14 GOFFSTEIN LAW, LLC
15 7777 Bonhomme, Suite 1910
16 St. Louis, Missouri 63105
17 Phone: (314) 725-5151
18 Fax: (314) 455-7278
19 adam@goffsteinlaw.com
20 (Pro Hac Vice Pending)

21 Attorneys for Plaintiff

22 UNITED STATES DISTRICT COURT
23 NORTHERN DISTRICT OF CALIFORNIA

24 MARGARET PEGGI LOUISE GARVEY on
25 behalf of herself and all others similarly
26 situated,

27 Plaintiff,

28 v.

THE CAMPBELL'S COMPANY,

Defendant.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 Plaintiff Margaret Peggi Louise Garvey (“Plaintiff” or “Plaintiff Garvey”) brings this action
2 on behalf of herself and all others similarly situated against The Campbell’s Company (otherwise
3 referred to as “Defendant” or “Campbell’s”). Plaintiff makes the following allegations based upon
4 information and belief, except as to the allegations specifically pertaining to herself, which are
5 based on personal knowledge.
6

7 **INTRODUCTION**

8 1. This is a class action lawsuit against Defendant for misleading consumers through
9 its marketing and sale of products as safe for use in microwaves.
10

11 2. Defendant labels and markets its microwavable soup products (collectively, the
12 “Campbell’s Soup Products” or the “Campbell’s Microwavable Soup Products” or the "Products")
13 as "Microwavable," leading reasonable consumers to believe that the Products can be safely heated
14 in microwaves without risk. These representations are false and misleading. In reality, the Products'
15 lids and packaging are made of polypropylene plastic, which scientific studies have shown releases
16 harmful microplastics directly into the soup when microwaved and, as a result, the Products cannot
17 be safely heated in a microwave. Far from being "Microwavable," the Products pose risks precisely
18 in the circumstances Defendant claims are harmless.
19

20 3. By falsely promising that the Products are microwavable and omitting material
21 information about their ability to shed microplastics under ordinary use, Defendant has caused
22 consumers to unknowingly expose themselves and their families to dangerous microplastics
23 through everyday food preparation. These risks are particularly alarming because ingestion of
24 microplastics has been linked to potential cellular penetration and organ damage—harms that no
25 reasonable consumer would expect when using a household soup product labeled as
26 "microwavable."
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1 4. Industry forums, government agencies, and consumer safety organizations have
2 warned of the risks of microplastics, and numerous scientific studies confirm that polypropylene
3 packaging—like Defendant's Products—sheds microplastics when heated. Defendant is a major
4 player in the industry employing teams of people for whom product safety and testing should be a
5 chief concern. It is thus well, and uniquely, aware of these risks, but chose to conceal them and
6 affirmatively represent the Products as microwavable to defraud consumers while gaining an unfair
7 competitive advantage over those who do not falsely tout such use as safe. In doing so, Defendant
8 has misled millions of consumers and profited at the expense of their health and welfare, including
9 families seeking convenient, "microwavable" meals for school, work, and travel. The harmful
10 effects of microplastic exposure from polypropylene packaging like Defendant's has resulted in
11 experts advising consumers to avoid them, including microwave use, further underscoring the
12 falsity of Defendant's promise they are "microwavable."
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14
15 5. The "Microwavable" representations prominently displayed on the Products' labels
16 convey to consumers that the Products can be safely heated in a microwave. But these claims are
17 false. When microwaved, the Products release harmful microplastics directly into the soup
18 contained inside. Research shows that microwave heating causes the highest microplastic release
19 from plastic packaging made of polypropylene in daily usage scenarios, releasing as many as 4.22
20 million microplastic and 2.11 billion nanoplastic particles from only one square centimeter of
21 plastic area within just three minutes.
22

23
24 6. Microwaving a plastic container for just **1 minute** still releases millions of particles
25 as the degradation process begins almost immediately upon heating. Research also shows that the
26 release of microplastics (MPs) from plastic containers follows a rapid upward curve:
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1 **10 Seconds:** Microplastic abundance increases to approximately **175,000 MP/L.**

2 **30 Seconds:** Release jumps to approximately **445,000 MP/L.**

3 **60 Seconds (1 Minute):** Abundance reaches approximately **1,070,000 MP/L.**

4
5 7. This 1-minute mark represents a 1,158% increase in plastic particles compared to
6 the same container at room temperature.

7 8. While this is lower than the 4.22 million microplastics found after 3 minutes of
8 heating, it demonstrates that even "short bursts" of microwaving are enough to significantly
9 contaminate food. Furthermore, researchers found that multiple short heating cycles are actually
10 worse than one long one; for instance, three 20-second sessions released 132% more plastic than a
11 single 60-second session.

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13 9. These tiny particles have toxic effects on human health. Studies show they can alter
14 the composition of gut microbiota, which plays a crucial role in proper digestion, nutrient
15 absorption, and immune system development. Microplastics also produce a toxic effect on the
16 digestive tract, causing irreversible changes in the reproductive axis and central nervous system of
17 offspring after prenatal and neonatal exposure, affect the immune system due to their
18 physiochemical properties, and can cause chronic pulmonary disease. Studies have even shown that
19 people with carotid artery plaque in which microplastics were detected had a higher risk of a
20 composite myocardial infarction, stroke, or death from any cause.

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22
23 10. Against this backdrop, no reasonable consumer would equate "microwavable," as
24 Defendant promises, with the direct ingestion of unnecessary toxic materials when the Products are
25 used as directed.

26 11. While prominently making the affirmative misrepresentations that the Products are
27 "Microwavable," Defendant simultaneously withholds critical information from consumers that is
28

1 directly contrary to those affirmative representations: when the Products are used as intended—
2 heated in a microwave—they leach harmful microplastics directly into the soup, posing serious
3 health risks, including to the human body's core digestive, immune, and reproductive systems. This
4 material omission further misleads reasonable consumers to believe the Products are safe to use as
5 directed, when in truth they are not.
6

7 12. Despite being aware of these risks, Defendant provides no warning or disclosure to
8 consumers about the release of toxic microplastics when the Products are used as advertised. By
9 failing to clearly and conspicuously inform consumers of the health dangers associated with the
10 Products—particularly on the packaging and labeling where it affirmatively promises they are
11 "Microwavable"—Defendant has breached its legal duties and misled consumers in violation of
12 consumer protection and other laws.
13

14 13. Consumers reasonably expect that products sold in the marketplace are safe for their
15 intended use, especially where, as here, that's what the label affirmatively promises. Consumers
16 further rely on manufacturers to provide clear warnings if a product fails to meet this basic
17 expectation of safety. They expect manufacturers to exercise diligence in ensuring that their
18 products do not expose consumers to harm or, at a minimum, to provide clear warnings when
19 products present significant health risks.
20

21 14. These expectations are heightened when the products are intended for food
22 preparation and consumption, practices critical to millions of families nationwide. Defendant
23 exploits these expectations by affirmatively promising the Products are microwavable while
24 concealing the material danger—that its microwavable soup packaging releases harmful
25 microplastics directly into the soup when heated.
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1 15. By labeling the Products as "Microwavable," Defendant misleads consumers into
2 believing they are free of risks associated with microwave heating as directed. Consumers
3 rightfully expect that products designed for microwave use and marketed as "Microwavable" will
4 not leach harmful substances and chemicals directly into their food when used for the purposes
5 advertised. This expectation is reasonable, as consumers rely on such products to be safe when they
6 heat the soup they and their families consume.
7

8 16. Ensuring that microwavable soup products do not expose consumers and their
9 families to harm is a top concern when making purchasing decisions, as is mitigating unnecessary
10 exposure to harmful microplastics. This is especially so in light of mounting evidence further
11 linking microplastics to serious health risks and, as a result, experts advising consumers to avoid
12 them wherever possible to reduce the risk of serious harm.
13

14 17. The Products' representations of being "Microwavable," together with Campbell's
15 Soup's widespread recognition as a leading brand, amplifies consumer trust in the safety of the
16 Products. By leaching harmful microplastics directly into soup when microwaved as advertised and
17 intended for ordinary use, the Products fail to meet consumers' reasonable expectation that they are
18 safe and free from the material danger.
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20 18. Defendant's deceptive conduct misleads reasonable consumers, including Plaintiff,
21 through both the affirmative "Microwavable" misrepresentations and material omission that they
22 leach harmful microplastics directly into food contained inside, posing serious health risks,
23 including to the human body's core digestive, immune, and reproductive systems. Defendant
24 affirmatively promises that the Products are "Microwavable," leading consumers to believe they
25 can be safely heated. At the same time, Defendant omits material information that the Products
26 release harmful microplastics directly into soup when microwaved as intended and instructed
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1 during ordinary use. Both acts of deception mislead consumers into believing the Products are safe,
2 as promised, to use as directed and free from such risks. This deception causes consumers to pay a
3 premium for perceived product quality and promised safety attributes that Defendant fails to
4 deliver. Defendant's affirmative misrepresentations and material omission are therefore both
5 misleading and unlawful.
6

7 19. The Products at issue are Campbell's microwavable soup products sold to consumers
8 in the United States and the state of California, that contain the "Microwavable" representation on
9 their labels and/or packaging, in all sizes, variations, packs, sets, and bundles (collectively referred
10 to herein and throughout this complaint as the "Campbell's Soup Products" or the "Products"). The
11 Products include, but are not necessarily limited to, the following:
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- 13 • Microwavable Campbell's Baked Potato with Bacon Soup
- 14 • Microwavable Campbell's Beef with Country Vegetables Soup Microwaveable Bowl
- 15 • Microwavable Campbell's Butternut Squash & Sweet Potato Sipping Soup
- 16 • Microwavable Campbell's Chicken and Rice Soup with Oyster Crackers
- 17 • Microwavable Campbell's Chicken Noodle Soup
- 18 • Microwavable Campbell's Chicken Soup with Star-Shaped Pasta
- 19 • Microwavable Campbell's Chili Mac Soup Microwaveable Bowl
- 20 • Microwavable Campbell's Chili with Beans Microwaveable Bowl
- 21 • Microwavable Campbell's Chicken Noodle Soup Microwaveable Bowl
- 22 • Microwavable Campbell's Creamy Broccoli Cheddar Bisque
- 23 • Microwavable Campbell's Creamy Chicken & Dumpling Soup Microwaveable Bowl
- 24 • Microwavable Campbell's Creamy Tomato Soup
- 25 • Microwavable Campbell's Creamy Tomato Soup Microwaveable Bowl
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- 1 • Microwavable Campbell's Creamy Tomato Soup Mini Cups
- 2 • Microwavable Campbell's Double Noodle Soup with Goldfish Crackers
- 3 • Microwavable Campbell's Homestyle Chicken Noodle Soup Microwaveable Bowl
- 4 • Microwavable Campbell's Homestyle Chicken Noodle Soup
- 5 • Microwavable Campbell's Hot & Spicy Chili with Beans Microwaveable Bowl
- 6 • Microwavable Campbell's Kickin' Crab & Corn Chowder
- 7 • Microwavable Campbell's Loaded Potato Seasoned with Bacon Soup Microwaveable Bowl
- 8 • Microwavable Campbell's New England Clam Chowder
- 9 • Microwavable Campbell's OLD BAY® Seasoned Clam Chowder Microwaveable Bowl
- 10 • Microwavable Campbell's Roasted Chicken Noodle Soup with White Meat Chicken
- 11 • Microwavable Campbell's Roasted Red Pepper & Smoked Gouda Bisque
- 12 • Microwavable Campbell's Sipping Soup, Chicken & Mini Round Noodle Soup
- 13 • Microwavable Campbell's Sipping Soup, Classic Tomato Soup
- 14 • Microwavable Campbell's Sipping Soup, Creamy Tomato Soup
- 15 • Microwavable Campbell's Spicy Tomato Sipping Soup
- 16 • Microwavable Campbell's Southwest-Style Chicken Chili
- 17 • Microwavable Campbell's Spicy Chicken & Sausage Gumbo Soup Microwaveable Bowl
- 18 • Microwavable Campbell's Spicy Chicken Burrito Soup Microwaveable Bowl
- 19 • Microwavable Campbell's Spicy Chicken Noodle Soup Microwaveable Bowl
- 20 • Microwavable Campbell's Spicy Mexican-Style Chili with Beans Microwaveable Bowl
- 21 • Microwavable Campbell's Spicy Tomato Soup Microwaveable Bowl
- 22 • Microwavable Campbell's Tomato & Sweet Basil Bisque
- 23 • Microwavable Campbell's Tomato Soup with Goldfish Crackers
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- Microwavable Campbell's White Bean Chicken Chili Microwaveable Bowl

20. Below are fair and accurate depictions of the representative samples of the Products' front labels evidencing the affirmative misrepresentations that the Products are "Microwavable" together with the material omission that the Products carry a substantial risk of releasing microplastics during ordinary use, which is directly contrary to those affirmative representations:

Microwavable Campbell's Chicken Noodle Soup Microwaveable Bowl



Microwavable Campbell's Sipping Soup, Classic Tomato Soup

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Microwavable Campbell's Homestyle Chicken Noodle Soup Microwaveable Bowl

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Microwavable Campbell's Butternut Squash & Sweet Potato Sipping Soup

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1 21. Plaintiff brings this action individually and on behalf of similarly situated
2 consumers who purchased the Products during the relevant Class Period, with two primary
3 objectives. Plaintiff's claims arise under state consumer protection statutes and common law duties
4 requiring honesty in commercial transactions. Plaintiff alleges purely economic injuries which
5 occurred at the point of sale. Plaintiff's objectives rest on Defendant's marketing and advertising of
6 the Products, including its labeling misrepresentations and omissions, which fall squarely within
7 this Court's authority. One, Plaintiff seeks on her individual behalf, and on behalf of the
8 Class/Subclass, a monetary recovery for the price premium they have overpaid for Products as a
9 result of Defendant's affirmative "Microwavable" misrepresentations and omission of material
10 information about their ability to shed microplastics under ordinary use as consistent with
11 permissible law (including, for example, damages, restitution, disgorgement, and any applicable
12 penalties/punitive damages solely as to those causes of action so permitted). Two, Plaintiff seeks on
13 her individual behalf, and on behalf of the Class/Subclass, injunctive relief to stop Defendant's
14 unlawful manufacture, marketing, and sale of the Products with the affirmative "Microwavable"
15 misrepresentations and the material omission to avoid or mitigate the risk of deceiving the public
16 into believing that the Products are "Microwavable" as promised and do not pose the material
17 danger that its microwavable soup packaging releases harmful microplastics directly into the soup
18 when heated, by requiring Defendant to change its business practices, which may include one or
19 more of the following: removal or modification to the affirmative "Microwavable"
20 misrepresentations; disclosure of the material omission about their ability to shed microplastics
21 under ordinary use on the Products' labels and/or packaging; disclosure of the material omission
22 about their ability to shed microplastics under ordinary use in the Products' advertising;
23 modification of the Products so that they no longer pose a risk that its microwavable soup
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1 packaging releases harmful microplastics directly into the soup when heated; and/or discontinuance
2 of the Products' manufacture, marketing, and/or sale.

3 22. Plaintiff and the Class reasonably believed Defendant's false and misleading
4 representations. Defendant knew or reasonably should have known that its representations
5 regarding the Products were false, deceptive, misleading, and unlawful under California law.
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7 23. Plaintiff brings claims against Defendant individually and on behalf the Class
8 Members who purchased the Products during the applicable statute of limitations period (the "Class
9 Period") for (1) violation of California's Unfair Competition Law ("UCL"), California Business &
10 Professions Code § 17200, et seq.; (2) violation of California's False Advertising Law ("FAL"),
11 California Business & Professions Code § 17500 et seq.; (3) violation of California's Consumer
12 Legal Remedies Act ("CLRA"), Civil Code § 1750, et. seq.; (4) unjust enrichment; and (5) breach
13 of warranty.
14

15 **JURISDICTION**

16 24. This Court has original jurisdiction over the action pursuant to the Class Action
17 Fairness Act of 2005, 28 U.S.C. § 1332(d), because the proposed Class consists of 100 or more
18 members; the amount in controversy exceeds \$5,000,000, exclusive of costs and interest; and
19 minimal diversity exists. This Court also has supplemental jurisdiction over the state law claims
20 pursuant to 28 U.S.C. § 1367.
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22 **DIVISIONAL ASSIGNMENT**

23 25. Pursuant to Civil L.R. 3.2(c) all civil actions that arise in the counties of Alameda,
24 Contra Costa, Marin, Napa, San Francisco, San Mateo, or Sonoma shall be assigned to the San
25 Francisco Division or the Oakland Division. Plaintiff Margaret Peggi Louise Garvey's residence is
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1 in Petaluma, California which is in Sonoma County. Plaintiff Margaret Peggi Louise Garvey
2 prefers to have the case assigned to the San Francisco Division.

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4 **VENUE**

5 26. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of
6 the events and omissions giving rise to Plaintiff's claims occurred in this District. Specifically,
7 Plaintiff, as detailed below, purchased the unlawful Products in this District, and Defendant has
8 marketed, advertised, and sold the Products within this District.

9
10 **PARTIES**

11 27. Plaintiff Margaret Peggi Louise Garvey. The following is alleged based upon
12 Plaintiff Garvey's personal knowledge:

13 a. Residence: Plaintiff Garvey is a California citizen who resides in Novato,
14 California.

15 b. Purchase Details: In June of 2025, Plaintiff Garvey purchased Microwavable
16 Campbell's Chicken Noodle Soup Microwaveable Bowl from Amazon in the State of
17 California for delivery to her Novato, California home.

18 c. Reliance: When making her purchase, Plaintiff Garvey read and relied upon
19 Defendant's labeling and packaging representations of the Product as "Microwavable."
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21 Here is the labeling and packaging representations that Plaintiff relied on:
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Plaintiff would not have purchased the Product if she had known that it was not microwavable because it cannot be safely heated in a microwave oven and, as a result, the product cannot be safely heated in the circumstances Defendant claims are harmless. The “Microwavable” representation and omission of material information that the Product carries a substantial risk of releasing microplastics when microwaved during ordinary use led her to believe that the Product was safe and capable of being heated in a microwave

1 without posing the risk of releasing harmful microplastics directly into the Product when
2 microwaved.

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4 d. No Actual Knowledge of Falsity: At the time of her purchase, Plaintiff Garvey was
5 unaware that the Product posed the risk of the material danger—i.e., that the Product could
6 leach microplastics when used as is ordinarily expected.

7
8 e. No Notice of Contradictions: Plaintiff Garvey did not observe any disclaimer,
9 qualifier, or other explanatory statement or information on the Product's labels or packaging
10 that disclosed or suggested that the Product leaches microplastics when microwaved as
11 instructed.

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13 f. Causation/Damages: But for the affirmative “Microwavable” misrepresentations and
14 the material omission—i.e., that the Product carries a substantial risk of releasing
15 microplastics when microwaved during ordinary use—Plaintiff Garvey would not have
16 purchased the Product or would not have paid as much for it.

17
18 g. Desire to Repurchase: Plaintiff Garvey regularly visits stores and websites where
19 Defendant's Products are sold, continues to see the Products available for purchase, and
20 intends to purchase the Products in the future if she can be sure they deliver the advertised
21 benefits and promised product attributes and do not release microplastics during ordinary
22 use and were therefore safe for their central purpose. But absent injunctive relief, Plaintiff
23 Garvey cannot now or in the future rely on the Products' labels because she cannot know
24 whether they remain deceptive, and she may reasonably, but incorrectly, assume the
25 Products were improved or otherwise changed to be safe and deliver the promised product
26 attributes. Plaintiff Garvey is an average consumer who is not sophisticated in the
27 knowledge of plastic composition or in the manufacturing, composition, and formulation of
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1 microwavable soup products, like the Products. An injunction requiring the removal of the
2 affirmative “Microwavable” misrepresentations and the disclosure of the health dangers
3 associated with the Products unless the safety risk was eliminated or otherwise prohibiting
4 the use of a materially false and misleading label would enable Plaintiff Garvey to rely
5 confidently on the labels in making her future purchase decisions. Absent injunctive relief,
6 Plaintiff Garvey and other reasonable consumers would have no way of assessing the safety
7 of the Products based solely on their packaging, which does not disclose that the material
8 releases microplastics upon regular everyday use.
9

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11 28. Defendant continues to market and sell the Products with both the affirmative
12 “Microwavable” misrepresentations and the material omission that the Product carries a substantial
13 risk of releasing microplastics when microwaved during ordinary use, creating an ongoing harm to
14 consumers. As an average consumer without specialized knowledge of plastic composition,
15 including the properties of polypropylene used in the packaging of the Products, Plaintiff is
16 particularly vulnerable to this deceptive practice. Despite Plaintiff's desire to purchase the Products
17 again, there is a substantial risk of future injury due to Plaintiff's reasonable but incorrect belief that
18 the Products are safe. Given Defendant's continued marketing of the Products as "Microwavable"
19 without disclosing the health dangers associated with the Products, Plaintiff is likely to believe that
20 the Products' packaging has been reformulated to address this safety issue. This mistaken belief,
21 reinforced by Defendant's ongoing misrepresentations and omissions, would lead Plaintiff to
22 purchase the Products again, exposing her to the same harm she initially experienced. Plaintiff's
23 lack of expertise in plastic composition prevents her from independently verifying whether the
24 Products' packaging has been modified to eliminate the risk of microplastic leaching. As a result,
25 Plaintiff and other reasonable consumers continue to be deprived of the ability to make fully
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1 informed purchasing decisions regarding the Products despite their desire to purchase them again.
2 Without injunctive relief, consumers have no way of assessing the Products' safety based on the
3 packaging. The Products do not clearly disclose the material composition of their packaging, and
4 even if they did, consumers would still be unable to determine whether those materials release
5 harmful microplastics when used for the purposes that Defendant promises are safe.
6

7 29. Defendant Campbell Soup Company is a corporation organized under the laws of
8 New Jersey with its principal place of business in Camden, New Jersey. Defendant was doing
9 business in the State of California at all relevant times. Directly and through its agents, Defendant
10 has substantial contacts with and receives substantial benefits and income from and through the
11 State of California. Defendant is the owner, manufacturer, and/or distributor of the Products.
12 Defendant and its agents promoted, marketed, and sold the Products at issue throughout the United
13 States, including the State of California. The unfair, unlawful, deceptive, and misleading
14 affirmative “Microwavable” misrepresentations and material omission on the Products were
15 prepared, authorized, ratified, and/or approved by Defendant and its agents to deceive and mislead
16 consumers in the State of California into purchasing the Products. Additionally, Defendant knew of
17 the falsity of the affirmative “microwavable” misrepresentations and the material omission that the
18 Product carries a substantial risk of releasing microplastics when microwaved during ordinary use,
19 but it failed to correct those misrepresentations or disclose the health dangers associated with the
20 Products at the time Plaintiff and all Class Members purchased the Products, notwithstanding its
21 duty to do so and otherwise comply with consumer protection laws. Further, Defendant had the
22 right and authority, at all relevant times, to not make the affirmative “Microwavable”
23 misrepresentations and/or disclose the material omission that the Product carries a substantial risk
24 of releasing microplastics when microwaved during ordinary use, including the time leading up to
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1 and through the incident giving rise to the claims asserted (including Plaintiff's purchases described
2 above, in addition to all Class Members' purchases).

3 COMMON FACTUAL ALLEGATIONS

4 Microplastics Harm Human Health

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6 30. Microplastics are small plastic particles less than 5 millimeters in diameter that form
7 when solid plastics break down through abrasion, degradation, or chemical processes such as
8 exposure to heat.¹ These tiny particles can have significant adverse effects on human health.²
9 Studies show that microplastics alter the composition of gut microbiota, which play a crucial role in
10 digestion, nutrient absorption, and immune system development.³ Furthermore, microplastics
11 "produce a toxic effect on the digestive tract," that cause irreversible changes in the reproductive
12 axis and central nervous system of offspring after prenatal and neonatal exposure, affect the
13 immune system due to their physicochemical properties, and can cause chronic pulmonary
14 disease.⁴
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19 ¹ See Sumon Sarkar et al., *Microplastic Pollution: Chemical Characterization and Impact on*
Wildlife, 20(3) INT. J. ENVIRON. RES. PUBLIC HEALTH 1745 (2023).

20 ² See Raffaele Marfella et al., *Microplastics and Nanoplastics in Atheromas and Cardiovascular*
Events, 390 NEW ENGLAND J. MED. 900 (Mar. 6, 2024),
21 <https://www.nejm.org/doi/full/10.1056/NEJMoa2309822> (concluding that "patients with carotid
22 artery plaque in which [microplastics and nanoplastics (MNPs)] were detected had a higher risk of
23 a composite of myocardial infarction, stroke, or death from any cause at 34 months of follow-up
than those in whom MNPs were not detected") (last accessed March 10, 2026).

24
25 ³ See Alba Tamargo et al., *PET Microplastics Affect Human Gut Microbiota Communities During*
Simulated Gastrointestinal Digestion, First Evidence of Plausible Polymer Biodegradation During
Human Digestion, Nature (Jan. 11, 2022), <https://doi.org/10.1038/s41598-021-04489-w> ("The
26 work presented here indicates that microplastics are indeed capable of digestive-level health
27 effects.") (last accessed March 10, 2026).

28 ⁴ Nur Hanisah Amran et al., *Exposure to Microplastics During Early Developmental Stage: Review*
of Current Evidence, MDPI (Oct. 10, 2022), <https://pubmed.ncbi.nlm.nih.gov/36287877/> (last
accessed March 10, 2026).

1 31. Even in vitro experiments using human cells and in vivo studies conducted on mice
2 have indicated that microplastics can trigger a range of adverse health effects.⁵ These include
3 inflammation, oxidative stress resulting from increased production of reactive oxygen species,
4 disturbances in lipid metabolism, imbalances in the gut microbiota, and neurotoxicity.⁶
5 Furthermore, microplastic exposure in laboratory animals has been linked to immunological
6 responses, endocrine disruption, and alterations in energy metabolism.⁷

8 32. Microplastics have been found in blood, saliva, liver, kidneys, and even the
9 placenta, which highlights their ability to translocate within the body.⁸ Notably, nanoplastics, the
10 smallest fraction of these pollutants, have been shown to enter cells and even penetrate the cell
11 nucleus, which raises concerns about potential intracellular damage.⁹ Research connects
12 microplastic exposure and serious health issues such as cancer, reproductive problems, lung and
13 liver effects, and disruptions in hormone metabolism.¹⁰

14 33. Given that the Products are intended and advertised to be used by families on an
15 almost daily basis, they pose serious safety risks not only to adult members but also to children.
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18 ⁵ Yongjin Lee et al., *In Vitro Experiments With Human Gut Microbiota Reveal Changes in*
19 *Bacterial Composition, Gut Microbiota Dysbiosis, and Neurotoxicity*, National Library of
20 Medicine (May 3, 2023), <https://pmc.ncbi.nlm.nih.gov/articles/PMC10151227/> (last accessed
21 March 10, 2026).

⁶ *Id.*

⁷ Junyi Wu et al., *Effects of Endocrine-Disrupting Chemicals on Gut Microbiota and Their Impact*
22 *on Gut-Related Diseases*, *Frontiers* (Aug. 12, 2021),
23 <https://www.frontiersin.org/articles/10.3389/fendo.2021.724989/full> (last accessed March 10,
2026).

⁸ Andrew Thurston, *Microplastics Everywhere*, Harvard Medicine: The Magazine of Harvard
24 Medical School, <https://magazine.hms.harvard.edu/articles/microplasticseverywhere> (last accessed
25 March 10, 2026).

⁹ Joe Myers & Madeleine North, *How Microplastics Get into the Food Chain*, World Economic
26 Forum (Feb. 19, 2025), [https://www.weforum.org/stories/2025/02/how-microplastics-get-into-the-](https://www.weforum.org/stories/2025/02/how-microplastics-get-into-the-foodchain/)
27 [foodchain/](https://www.weforum.org/stories/2025/02/how-microplastics-get-into-the-foodchain/) (last accessed March 10, 2026).

¹⁰ See Jiaqi Shi et al., *The Impact of Microplastic Exposure on Gastrointestinal Tract Cancers: A*
28 *Comprehensive Review*, 16 *CANCERS* 3703 (2024), [https://www.mdpi.com/2072-](https://www.mdpi.com/2072-6694/16/21/3703)
[6694/16/21/3703](https://www.mdpi.com/2072-6694/16/21/3703) (last accessed March 10, 2026).

1 This is especially concerning as scientists studying microplastics have emphasized that
2 microplastics can be especially dangerous to children and that "enacting solid legislative laws and
3 policies to manage the excessive use of plastic products is crucial; otherwise, the health of
4 ecosystems and living organisms will inevitably deteriorate in the coming years. [...] We feel that
5 the government and industries must exert the most significant effort to protect children from MPs
6 [microplastics] exposure. These procedures include avoiding plastic contact of children's meals."¹¹
7 Consumers therefore consider exposure to microplastics to be a key purchase driver and seek to
8 avoid the harms associated with ingesting unnecessary microplastics wherever possible.
9

10
11 34. Yet another study emphasized the serious consequences of microplastic ingestion on
12 cardiovascular systems, finding that subjects with "carotid artery plaque in which microplastics
13 were detected had a higher risk of a composite myocardial infarction, stroke, or death from any
14 cause."¹²

15
16 35. Despite the clear dangers, Defendant not only actively conceals the known risks
17 associated with microplastic exposure, but affirmatively promises the Products are "microwavable"
18 even though such use results in material health danger associated with the Products. In reality,
19 consumers are unknowingly exposing themselves and their families to microplastics, which have
20 been linked to "irreversible changes in the reproductive axis and central nervous system," among
21 other severe health consequences.¹³ Defendant's false advertising thus deprives consumers of the
22 ability to make informed choices about their health and well-being, while also harming them
23 monetarily as the Products do not have the "microwavable" attributes specifically touted by
24 Defendant.
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28 ¹¹ Amran et al., *supra* note 4.

¹² Marfella et al., *supra* note 2.

¹³ Amran et al., *supra* note 4.

1 36. Microplastics are known to bioaccumulate.¹⁴ Bioaccumulation results in
2 compounding negative health effects, such as growth and reproduction issues, DNA damage due to
3 oxidative stress, inflammation, physical stress, weakened immunity, histological damage, or even
4 death.¹⁵ Microplastics transmit into the human body best through digestion or oral intake.¹⁶ From
5 there, microplastics can leach toxic additives in the acidic environment of the stomach and cause
6 liver inflammation.¹⁷ For people with inflammatory bowel disease (IBD), the microplastics
7 accumulation in feces is directly related to disease severity.¹⁸ Those suffering from liver damage
8 also show an 8-fold increase in plastic contamination compared to liver samples from healthy
9 individuals.¹⁹ This illustrates how microplastics are directly tied to bodily harm and how the
10 greater the amount of microplastics in one's body, the greater the harm. Thus, each instance of
11 exposure to microplastics compounds the potential for long-term harm. For example, the quantity
12 of microplastics in brain samples collected in 2024 was about 50% higher than in brain samples
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19 ¹⁴ Yue Li et al., *Microplastics in the Human Body: A Comprehensive Review of Exposure, Distribution, Migration Mechanics, and Toxicity*, Science Direct (June 22, 2024),
20 <https://www.sciencedirect.com/science/article/abs/pii/S0048969724043638> (last accessed March
21 10, 2026).

22 ¹⁵ *Id.*

23 ¹⁶ *Id.*

24 ¹⁷ Dunzhu Li et al., *Microplastic Release from the Degradation of Polypropylene Feeding Bottles During Infant Formula Preparation*, 1 NATURE FOOD 746, 746 (Oct. 19, 2020),
<https://doi.org/10.1038/s43016-020-00171-y> (last accessed March 10, 2026).

25 ¹⁸ Zehua Yan et al., *Analysis of Microplastics in Human Feces Reveals a Correlation between Fecal Microplastics and Inflammatory Bowel Disease Status*, 56 ENV'T SCI. & TECH. 414, 414
26 (Dec. 22, 2021), <https://doi.org/10.1021/acs.est.1c03924> (last accessed March 10, 2026).

27 ¹⁹ Thomas Horvatits et al., *Microplastics Detected in Cirrhotic Liver Tissue*, The Lancet (July 11, 2022),
28 [https://www.thelancet.com/pdfs/journals/ebiom/PIIS2352-3964\(22\)00328-0.pdf](https://www.thelancet.com/pdfs/journals/ebiom/PIIS2352-3964(22)00328-0.pdf) (last accessed March 10, 2026).

1 collected in 2016—demonstrating the alarming reality of bioaccumulation, and another reason why
2 consumers seek to reduce their exposure to microplastics.²⁰

3
4 37. A September 2024 study found polypropylene microplastics in bone marrow tested,
5 demonstrating that microplastics like those shed by Defendant's Products embed themselves deeply
6 into the human body.²¹ Another alarming study also published in September 2024 conclusively
7 demonstrated the presence of microplastics in the human brain, with the authors cautioning that
8 their "results should raise concern in the context of increasing prevalence of neurodegenerative
9 diseases."²² Ingestion of microplastics has also been linked to colon cancer, which is on the rise in
10 young people, and other cancers related to the gastrointestinal tract.²³ A recent study published in
11 Nature Medicine on February 3, 2025 revealed a concerning result that brains accumulate 7-30
12 times greater than the concentrations seen in livers or kidneys, and brain samples from dementia
13 cases exhibited even greater microplastic presence.²⁴ What is even more worrying is that liver and
14 brain samples from 2024 had significantly higher concentrations of microplastics than 2016
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19 ²⁰ Douglas Main, *Microplastics Are Infiltrating Brain Tissue, Studies Show: 'There's Nowhere Left*
20 *Untouched,* The Guardian (Aug. 21, 2024),
21 <https://www.theguardian.com/environment/article/2024/aug/21/microplastics-brainpollution-health>
(last accessed March 10, 2026).

22 ²¹ Xiaoli Guo et al., *Discovery and Analysis of Microplastics in Human Bone Marrow*, Science
23 Direct (Sept. 15, 2024), <https://doi.org/10.1016/j.jhazmat.2024.135266> (last accessed March 10,
2026).

24 ²² Luís Fernando Amato-Lourenço et al., *Microplastics in the Olfactory Bulb of the Human Brain*,
25 JAMA Network (Sep. 16, 2024),
<https://jamanetwork.com/journals/jamanetworkopen/fullarticle/2823787> (last accessed March 10,
2026).

26 ²³ Bridget Balch, *Microplastics Are Inside Us All. What Does That Mean for Our Health?*, AAMC
27 (June 27, 2024), [https://www.aamc.org/news/microplastics-are-inside-us-all-what-does-mean-our-](https://www.aamc.org/news/microplastics-are-inside-us-all-what-does-mean-our-health)
[health](https://www.aamc.org/news/microplastics-are-inside-us-all-what-does-mean-our-health) (last accessed March 10, 2026).

28 ²⁴ Alexander J. Nihart et al., *Bioaccumulation of Microplastics in Decedent Human Brains*, Nature
Medicine (Feb. 3, 2025), <https://www.nature.com/articles/s41591-024-03453-1> (emphasis added)
(last accessed March 10, 2026).

1 samples.²⁵ It is no wonder that consumers now report valuing product labels that disclose the risk
2 of microplastics where applicable—and why doctors, specialists, and researchers are
3 recommending consumers do what they can to avoid unnecessary exposure to microplastics.
4

5 38. It is also why Defendant's false advertising is so harmful. The Products are marketed
6 and intended for regular use, purporting to serve as essential tools for heating soup that consumers
7 rely on repeatedly for this purpose because Defendant has falsely promised it is "microwavable."
8 However, with each use as directed, consumers unknowingly ingest unnecessary toxic
9 microplastics that accumulate in their bodies over time due to continuous exposure. This buildup
10 increases the risk of serious health issues, including problems with digestion, immune function,
11 reproductive health, and more.²⁶ This ongoing risk makes Defendant's misconduct even more
12 egregious and underscores the urgent need for accountability.
13

14 The Products Are Made of Polypropylene Plastic and Are Heated Through Ordinary Use

15 39. Defendant intends for consumers to microwave the Products.
16

17 40. The labeling and packaging for the Products claims that they are "Microwavable"
18 leading Plaintiff and other reasonable consumers to understand that regular use of the Products by
19 heating them in microwaves is safe. This expectation is reinforced by Defendant's own branding
20 and marketing, which explicitly promote the Products with the affirmative "Microwavable"
21 misrepresentations. In fact, Defendant advertises on its official website and packaging that the
22 Products are designed for microwave use because they are "Microwavable." Consumers reasonably
23 rely on these affirmative misrepresentations and expect the Products to be safe for their advertised
24 and intended uses. Yet, they aren't safe for these uses as promised, because Defendant makes the
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28 ²⁵ *Id.*

²⁶ Li et al., *supra* note 14.

1 Products' lids and packaging with polypropylene, a plastic that releases harmful microplastics in
2 significant amounts when subjected to microwave heat.

3 41. Research shows that polypropylene products can release microplastics with values
4 as high as 16.2 million particles per liter, and that exposure to high temperatures, such as those
5 encountered during microwaving, significantly increases microplastic release.²⁷ In fact, another
6 study found that microwave heating caused the highest release of microplastics and nanoplastics
7 into food compared to other usage scenarios, such as refrigeration or room-temperature storage.²⁸
8 It was found that some packaging made with polypropylene could release as many as 4.22 million
9 microplastic and 2.11 billion nanoplastic particles from only one square centimeter of plastic area
10 within 3 minutes of microwave heating.²⁹ By advertising and selling the Products, falsely, as
11 "Microwavable" without also disclosing the material risks associated with heating them, Defendant
12 jeopardizes the health and well-being of countless consumers and misleads individuals who trust
13 that these Products are safe to use for these purposes, as Defendant affirmatively represents.

14 42. Studies also show that microwaving a plastic container for just **1 minute** still releases
15 millions of particles as the degradation process begins almost immediately upon heating.³⁰
16 Research also shows that the release of microplastics (MPs) from plastic containers follows a rapid
17 upward curve:
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23 ²⁷ Li et al., *supra* note 17.

24 ²⁸ Kazi Albab Hussain et al., *Assessing the Release of Microplastics and Nanoplastics from Plastic*
25 *Containers and Reusable Food Pouches: Implications for Human Health*, ACS Publications (June
26 21, 2023), <https://pubs.acs.org/doi/10.1021/acs.est.3c01942?ref=PDF> (last accessed March 11,
2026).

27 ²⁹ *Id.*

28 ³⁰ Liang Xue et al., *Detection of microplastic release into water from plastic containers based on*
lensless digital holography, *Nanoscale Advances* (Volume 7, Issue 23, September 2025),
<https://www.sciencedirect.com/org/science/article/pii/S251602302500471X> (last accessed March
11, 2026).

1 **10 Seconds:** Microplastic abundance increases to approximately **175,000 MP/L**.

2 **30 Seconds:** Release jumps to approximately **445,000 MP/L**.

3 **60 Seconds (1 Minute):** Abundance reaches approximately **1,070,000 MP/L**.³¹

4
5 43. This 1-minute mark represents a 1,158% increase in plastic particles compared to
6 the same container at room temperature.³²

7 44. While this is lower than the 4.22 million microplastics found after 3 minutes of
8 heating, it demonstrates that even "short bursts" of microwaving are enough to significantly
9 contaminate food. Furthermore, researchers found that multiple short heating cycles are actually
10 worse than one long one; for instance, three 20-second sessions released 132% more plastic than a
11 single 60-second session.³³

12
13 45. Research has also examined how normal use affects microplastic release from food
14 packaging. A scientific study evaluated plastic food packaging under typical use conditions,
15 exposing them to hot water (95°C) or cold water with ice for periods of 1 or 5 hours.³⁴ The study
16 concluded that each condition resulted in the release of microplastics, including from packaging
17 made of polypropylene, the same material used in the Products.³⁵ A 2025 study examined food
18 packaging made of polypropylene—the same material used in the Products—by filling them with
19 liquid and microwaving to simulate the heating process, and each package released approximately
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24 ³¹ *Id.*

25 ³² *Id.*

26 ³³ *Id.*

27 ³⁴ Yet Yin Hee, *The Effect of Storage Conditions and Washing on Microplastic Release from Food*
28 *and Drink Containers*, 23 FOOD PACKAGING AND SHELF LIFE 100826 (June 2022),
<https://www.sciencedirect.com/science/article/abs/pii/S2214289422000187?via%3Dihub> (last
accessed March 11, 2026).

³⁵ *Id.*

1 100,000 to 260,000 plastic particles.³⁶ The cytotoxicity of the microplastics showed a dose-
2 dependent decrease in cell viability.³⁷

3 46. By labeling the Campbell's Soup Products as "Microwavable" without disclosing the
4 material risks of heating them in the microwave, Defendant misled consumers and disregarded their
5 health, knowing they would reasonably use the Products by microwaving them for heating
6 purposes as intended that Defendant falsely promised was safe.

7
8 47. Consumers microwave the Products through ordinary use. Consumers routinely use
9 Campbell's Microwavable Soup Products to heat or reheat in the microwave, trusting that Products
10 marketed with affirmative "Microwavable" misrepresentations are genuinely safe for that purpose,
11 as affirmatively promised. However, scientific research shows that heating polypropylene
12 packaging—just like Defendant's Products—at elevated temperatures significantly increases the
13 release of toxic microplastics directly into the soup. As discussed above, heating alone can
14 significantly increase the amount of microplastic released from polypropylene packaging compared
15 to storage at room temperature.³⁸ Despite knowing these risks, Defendant promotes its Products
16 with affirmative misrepresentations of being microwavable while providing no warnings that using
17 the Products in the ways Defendant promises are safe leads to the direct ingestion of toxic
18 microplastics. As a result, consumers remain unaware of the hidden dangers they face through
19 routine and foreseeable use of the Products. Defendant's misconduct also denies consumers the
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24 ³⁶ Yiting Xia et al, *Subcellular Toxicity Assessments of Microplastics Released from Food*
25 *Containers*, Science Direct (2025),
26 <https://www.sciencedirect.com/science/article/abs/pii/S0304389425004534> (last accessed March
11, 2026).

³⁷ *Id.*

27 ³⁸ Hussain et al., *supra* note 28; Xin Guo et al., *Migration Testing of Microplastics from Selected*
28 *Water and Food Containers by Raman Microscopy*, Science Direct (Jan. 15, 2024),
<https://www.sciencedirect.com/science/article/abs/pii/S0304389423020824> (last accessed March
11, 2026).

1 opportunity to make different purchase decisions that would not expose them and their families to
2 harmful levels of microplastics that bioaccumulate to even greater danger with each use falsely
3 promised to be “safe.”

4
5 48. The Products pose an unreasonable safety hazard. The Products are Campbell's
6 Microwavable Soups with polypropylene plastic lids and packaging, which pose the danger of
7 leaching microplastics when microwaved that can cause serious health risks such as compromising
8 the immune system, damaging the digestive tract, and increasing the risk of various cancers. Here,
9 such danger is exacerbated by the Products' intended and foreseeable use, as Defendant markets the
10 Products with the affirmative “Microwavable” misrepresentations and instructs consumers to
11 microwave them without any warning about the material danger that using the Products in the ways
12 Defendant promises are safe leads to the direct ingestion of toxic microplastics. The material
13 danger is further compounded by the frequent, routine use of these Products in household settings.
14 Many consumers use Campbell's Microwavable Soups almost daily for heating and consuming,
15 thus making exposure to microplastics a recurring and persistent threat. This is particularly
16 concerning given that microplastics bioaccumulate in the body, meaning that each exposure
17 compounds the risk of long-term health harm. As a result, the Products pose an unreasonable safety
18 hazard due to their tendency to leach microplastics directly into soup under normal and intended
19 uses that Defendant falsely promises are safe.

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23 49. The material danger negates the Products' central function. The central function of
24 Defendant's Campbell's Microwavable Soups is to provide a safe means for heating and consuming
25 soup. However, the Products are defective in fulfilling this function because they release harmful
26 microplastics directly into the soup when used as intended and directed, a defect that directly
27 compromises the Products' ability to perform their intended purpose. Consumers reasonably expect
28

1 that soup products marketed with the affirmative “Microwavable” misrepresentations can be used
2 safely for microwaving—because that's what the Product labels promise. Reasonable consumers
3 would not equate "microwavable" with exposure to toxic materials. The safety of the Products is
4 material and central to their intended use. Consumers do not purchase microwavable soup products
5 expecting them to expose themselves or their families to health risks such as the material danger of
6 direct ingestion of toxic microplastics. By releasing toxic microplastics directly into soup when
7 microwaved, a use Defendant promises is safe, the Products fail to fulfill their essential function of
8 providing a safe and reliable method for soup heating and consumption. As a result, this material
9 danger renders the Products defective and unsuitable for their intended and advertised purpose.
10

11 **The Affirmative Misrepresentations and Material Omission Mislead Reasonable Consumers**

12 **About the Products' Safety and Conceal the Presence of Harmful Microplastics**

13
14 50. Consumers reasonably expect that the Products are safe to use as directed,
15 particularly when they are explicitly marketed with the affirmative “Microwavable”
16 misrepresentations. These representations create a clear promise that the Products can be used
17 safely for microwaving. Relying on these affirmative claims, consumers trust that microwaving the
18 Products will be safe. In truth, however, and as also affirmatively concealed by Defendant, the
19 Products release harmful microplastics directly into soup when microwaved. The affirmative
20 “Microwavable” misrepresentations and material omission regarding the health dangers associated
21 with the Products are thus not only deceptive, but also dangerous, and therefore, Defendant
22 breaches its promises of safety.³⁹ Consumers routinely microwave these Products as part of normal
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27 ³⁹ Laura López González, I’m a Microplastics Researcher. Here’s How To Limit Their Dangers,
28 UCSF (Feb. 27, 2024), <https://www.ucsf.edu/news/2024/02/427161/how-to-limit-microplastics-dangers> (last accessed March 11, 2026).

1 use, because Defendant promises it is safe to do so, unknowingly exposing themselves and their
2 families to health risks from ingesting contaminated soup. By misrepresenting the Products as
3 "microwavable" and concealing the material danger, Defendant denies consumers the ability to
4 make informed decisions about their health, undermines the very trust its marketing is designed to
5 build, and has duped consumers out of millions of dollars by failing to deliver advertised benefits.
6

7 51. Notably, a recent study tested consumers' willingness to pay for products that
8 disclosed the risk of microplastic contamination versus those that did not; the results revealed that
9 consumers place substantial value on product labels that warn about the potential harm from
10 microplastics.⁴⁰ This is consistent with a key purchase driver for consumers: avoiding unnecessary
11 microplastics in an effort to reduce the risk of serious harm. It also highlights the materiality of
12 Defendant's affirmative "Microwavable" misrepresentations and material omission that the
13 Products carry a substantial risk of releasing microplastics when microwaved during ordinary use
14 and the importance of disclosing the risk of material the health dangers associated with the
15 Products rather than falsely promising the Products are microwavable.⁴¹
16
17

18 52. Numerous independent scientific studies have demonstrated that plastic food
19 packaging of the type manufactured by Defendant releases microplastics at measurable levels when
20 exposed to common consumer uses such as microwaving.⁴² These microplastics migrate into food
21 and beverages consumed by users. Consumers reasonably understand "microwavable" to mean that
22 the Products are safe to microwave and will not leach harmful substances under those conditions.
23 In truth, the Products do release microplastics, rendering the affirmative "Microwavable"
24

25
26 ⁴⁰ László Bendegúz Nagy et al., Nudging Consumers About the Issue of Microplastics: An
27 Experimental Auction Study on Valuation for Sustainable Food Packaging, *Nature* (Aug. 16,
2024), <https://www.nature.com/articles/s41598-024-69962-8> (last accessed March 11, 2026).

28 ⁴¹ *Id.*

⁴² Li et al., *supra* note 14; Hussain et al., *supra* note 28; Xue et al., *supra* note 30; Xia et al., *supra*
note 36; Guo et al., *supra* note 38.

1 misrepresentations false and misleading. The material danger posed by ingesting microplastics and
2 bioaccumulation have also been confirmed by several scientific studies. Nevertheless, Defendant
3 chooses to continue omitting such danger from the Products' labeling, thereby rendering the
4 material omission false and misleading.
5

6 53. Further, industry forums and consumer safety reports have well documented the
7 migration of microplastics from plastic packaging.⁴³ Studies confirming that polypropylene
8 packaging releases microplastics when heated were also available and widely disseminated in the
9 food and packaging industries.⁴⁴ Defendant, as a leading manufacturer, had access to this
10 information, giving it actual and exclusive knowledge of this issue.
11

12 54. Therefore, by affirmatively representing that the Products are "Microwavable," even
13 though they cannot deliver the promised attributes, while also failing to disclose the material
14 dangers associated with the Products, Defendant has intentionally misled consumers about the
15 safety of its Products. This unlawful deception has enabled Defendant to boost its profits at the
16 expense of consumers' trust and their health.
17

18 **Plaintiff and Reasonable Consumers Were Misled by the Affirmative Misrepresentations and**
19 **Material Omission into Buying the Products**
20

21 _____
22 ⁴³ Joe Scheuchzer, Consumer Report Finds Plastics Chemicals in Hundreds of Foods and
23 Beverages, Food Packaging Forum (Jan. 16, 2025),
24 [https://foodpackagingforum.org/news/consumer-report-finds-plastic-chemicals-in-hundreds-of-](https://foodpackagingforum.org/news/consumer-report-finds-plastic-chemicals-in-hundreds-of-foods-and-beverages)
25 [foods-and-beverages](https://foodpackagingforum.org/news/consumer-report-finds-plastic-chemicals-in-hundreds-of-foods-and-beverages) (quoting PlasticList Report, Plasticlist (Dec. 27, 2024),(last accessed March
26 11, 2026); Jonathan Stempel, Consumer Reports Finds "widespread" Presence of Plastics in Food,
27 Reuters (Jan. 4, 2024), [https://www.reuters.com/business/healthcare-pharmaceuticals/consumer-](https://www.reuters.com/business/healthcare-pharmaceuticals/consumer-reports-finds-widespread-presence-plastics-food-2024-01-04/)
28 [reports-finds-widespread-presence-plastics-food-2024-01-04/](https://www.reuters.com/business/healthcare-pharmaceuticals/consumer-reports-finds-widespread-presence-plastics-food-2024-01-04/) (quoting Lauren F. Friedman, The
Plastic Chemicals Hiding in Your Food, Consumer Reports (Jan. 4, 2024),
[https://www.consumerreports.org/health/food-contaminants/the-plastic-chemicalshiding-in-your-](https://www.consumerreports.org/health/food-contaminants/the-plastic-chemicalshiding-in-your-food-a7358224781/)
[food-a7358224781/](https://www.consumerreports.org/health/food-contaminants/the-plastic-chemicalshiding-in-your-food-a7358224781/)) (last accessed March 11, 2026).

⁴⁴ Li et al., *supra* note 14; Hussain et al., *supra* note 28; Xue et al., *supra* note 30; Xia et al., *supra* note 36; Guo et al., *supra* note 38.

1 55. Defendant manufactures, markets, promotes, advertises, labels, packages, and sells
2 the Products, each of which represents on the front-label of the Products with the affirmative
3 “Microwavable” misrepresentations, while also omitting the material danger that using the
4 Products in the ways Defendant promises are safe leads to the direct ingestion of toxic
5 microplastics.
6

7 56. On the Products' labeling and packaging, Defendant affirmatively represents that the
8 Products are “Microwavable” to reinforce the false promise that the Products can be heated in a
9 microwave without any risk. At the same time, Defendant omits material information, directly
10 contrary to the affirmative representations, that the Products release dangerous microplastics
11 directly into soup when microwaved during ordinary use.
12

13 57. Defendant's affirmative “Microwavable” misrepresentations, as well as its omission
14 of the material danger, all lead reasonable consumers like Plaintiff to believe that the Products are
15 safe to use as intended and directed. Consumers are led to believe that the Products can be safely
16 used in microwaves and that they do not pose the risk of material danger that using the Products in
17 the ways Defendant promises are safe leads to the direct ingestion of harmful microplastics.
18

19 58. Defendant's affirmative “Microwavable” misrepresentations, as well as its failure to
20 disclose the material danger, are each separately and collectively highly material to reasonable
21 consumers, including Plaintiff, in deciding whether to purchase the Products. When it comes to
22 food preparation and consumption, safety is a paramount concern for consumers, particularly when
23 products are the food they and their families consume. By claiming the Products are microwavable,
24 Defendant created a false impression that they pose no risk when used for this purpose. This
25 deception is especially significant given that microwaving the Products—exactly as Defendant
26 instructs and promises is safe—results in the release of harmful microplastics directly into soup.
27
28

1 59. For many consumers, the safety of household items used in the kitchen is a decisive
2 factor in purchasing decisions. Defendant's misleading representations, coupled with its failure to
3 disclose the material danger, deprived consumers of essential information needed to make informed
4 and health-conscious choices. In doing so, Defendant not only misled consumers but also
5 compromised their ability to protect themselves and their families from hidden, avoidable harm.

6 60. The Class, including Plaintiff, reasonably relied on the affirmative "Microwavable"
7 misrepresentations in deciding to purchase the Products.
8

9 61. The affirmative "Microwavable" misrepresentations and material omission are false
10 and deceptive because the Products are not safe but instead leach harmful microplastics directly
11 into soup when used for the purposes Defendant promises are safe.
12

13 62. Recent studies have found that polypropylene and similar plastics used in
14 Defendant's Products release tens of thousands of microplastic particles when microwaved.⁴⁵
15 These microplastic and nanoplastic particles are shed into soup, creating a direct ingestion pathway
16 for consumers of Defendant's Products. Ingestion of microplastics leads to endocrine disruption,
17 reproductive harm, gastrointestinal inflammation, and other health issues.⁴⁶ Thus, when consumers
18 follow Defendant's usage instructions, they are exposed to levels of microplastics that pose a health
19 risk inconsistent with the representations of being "microwavable," especially given that
20 microplastics bioaccumulate and that the Products are intended for almost daily use.
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25 ⁴⁵ Li et al., *supra* note 14; Hussain et al., *supra* note 28; Xue et al., *supra* note 30; Xia et al., *supra*
26 note 36; Guo et al., *supra* note 38.

27 ⁴⁶ Marfella et al., *supra* note 2; Tamargo et al., *supra* note 3; Amran et al., *supra* note 4; Lee et al.,
28 *supra* note 5; Wu et al., *supra* note 7; Shi et al., *supra* note 10; Li et al., *supra* note 15; Li et al.,
supra note 14; Yan et al., *supra* note 18; Horvatits et al., *supra* note 19.

1 63. Defendant failed to disclose that the Products release microplastics into soup under
2 ordinary use. This omission relates directly to the central function of microwavable soup
3 products—i.e., heating soup safely for consumption—and renders the Products unsafe for their
4 intended use. Consumers would not have purchased the Products, or would have paid significantly
5 less, had they known of this material defect. By choosing to make affirmative representations,
6 Defendant also had a duty to disclose information directly contrary to those representations.
7

8 64. When purchasing the Products, members of the Class, including Plaintiff, were
9 unaware and had no reason to believe the affirmative “Microwavable” misrepresentations and
10 material omission that the Products release harmful microplastics during ordinary use were
11 misleading, deceptive, and unlawful. The Products' labeling and packaging led consumers to
12 believe that the Products were safe for microwave use and free from harm—because that is what
13 the label promises. The Products did not contain any—much less a clear, unambiguous, and
14 conspicuously displayed statement—informing reasonable consumers that the Products posed the
15 risk of the material danger of the direct ingestion of harmful microplastics. Instead, the Products
16 affirmatively promised they were “Microwavable.” As a result, consumers were misled into
17 believing the Products were safe for microwave use and free from harm.
18

19 65. Defendant knew, or should have known, that the affirmative “Microwavable”
20 misrepresentations and material omission that the Products release harmful microplastics during
21 ordinary use were misleading, deceptive, and unlawful at the time Defendant manufactured,
22 marketed, advertised, labeled, and sold the Products.
23

24 66. Defendant knew or should have known that the affirmative “Microwavable”
25 misrepresentations and material omission would lead reasonable consumers into believing that the
26 Products would be safe, as promised, for microwaving soup rather than expose them or their
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1 families to harmful microplastics. Not only has Defendant utilized a long-standing brand strategy to
2 promote its Products as safe and reliable for common household use, but Defendant also has an
3 obligation under Section 5 of the Federal Trade Commission Act, codified at 15 U.S.C. § 45, to
4 evaluate its marketing claims from the perspective of the reasonable consumer. This statutory
5 obligation required Defendant to consider whether the affirmative “Microwavable”
6 misrepresentations and material omission that the Products release harmful microplastics during
7 ordinary use, whether in isolation or in conjunction with its marketing strategy, would mislead
8 reasonable consumers into believing that the Products are free from the material danger of direct
9 ingestion of toxic microplastics. Thus, Defendant either knew that the affirmative
10 misrepresentations and the material omission were misleading before it marketed the Products to
11 the Class, including Plaintiff, or Defendant would have known that the representations and
12 omission were deceptive had it complied with its statutory obligation to evaluate marketing claims
13 from the reasonable consumer's perspective.
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17 67. Defendant manufactured and marketed the Products with the affirmative
18 misrepresentations and material omission despite knowing that the Products did not conform to
19 these representations. Specifically, Defendant advertised, labeled, and packaged the Products as
20 "Microwavable," while intentionally failing to inform consumers that the Products release toxic
21 microplastics directly into soup when microwaved. This conduct indicates that Defendant either
22 knew the Products could not perform as advertised, or would have known had it fulfilled its
23 statutory duty to evaluate marketing claims from the reasonable consumer's perspective.
24 Defendant's conscious decision to withhold this critical information reflects an intentional effort to
25 mislead consumers into believing the Products were safer than they actually are.
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1 68. Defendant is in a superior position to Plaintiff and the Class to know about the
2 Products' material danger. As the manufacturer of the Products, Defendant has exclusive
3 knowledge of the dangers associated with microplastic contamination. Defendant's control over the
4 manufacturing, design, distribution, and safety testing of the Products gives it unique insight into
5 the presence of the material danger that using the Products in the ways Defendant promises are safe
6 leads to the direct ingestion of toxic microplastics. Rather than disclosing this information,
7 Defendant purposely made the affirmative "Microwavable" misrepresentations and retained its
8 exclusive knowledge by failing to inform consumers that the Products packaging is made from
9 polypropylene and that polypropylene is known to release microplastics when microwaved.
10 Instead, Defendant actively concealed this risk by prominently labeling the Products with the
11 affirmative misrepresentations to reinforce the false impression that they could be safely
12 microwaved without risk.
13

14
15 69. Defendant knew or should have known that the affirmative misrepresentations and
16 omission were material to consumers. Manufacturers and marketers, like Defendant, are well aware
17 that product safety is a paramount concern for consumers, particularly for products designed to
18 hold or heat food. Here, the affirmative misrepresentations and omission directly relate to the safety
19 of the Products. Defendant's awareness of this materiality is evident by its decision to prominently
20 label the Products as "Microwavable," which Defendant knew would signal to consumers that the
21 Products were safe for heating soup in a microwave. Furthermore, it is common sense that
22 information about the risk of harmful microplastic contamination would directly influence
23 consumer purchasing decisions. Defendant knew that disclosing the risk of microplastic leaching
24 would likely deter consumers from purchasing the Products and so it unlawfully elected instead to
25 falsely promise they are microwavable.
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1 70. As the manufacturer and marketer of the Products, Defendant had exclusive control
2 over the affirmative “Microwavable” misrepresentations and material omission of the material
3 danger that using the Products in the way Defendant promises is safe leads to the direct ingestion of
4 toxic microplastics on the Products' labels, packaging, and advertisements. Defendant could have
5 easily disclosed the material danger or ceased promising the Products were microwavable. Despite
6 its knowledge and its awareness that consumers reasonably rely on these representations and
7 omissions when making purchasing decisions, Defendant deliberately chose to market the Products
8 with the affirmative misrepresentations while omitting the associated risks. This intentional
9 deception misled consumers into purchasing or overpaying for the Products under the false belief
10 that they were safe for their intended use. Accordingly, Defendant knew or should have known, at
11 all relevant times, that its conduct would mislead reasonable consumers, including Plaintiff, into
12 purchasing the Products based on false and deceptive representations.
13

14
15 71. Defendant had an obligation, at all relevant times, to disclose the material
16 omission—that the Products leach harmful microplastics directly into soup when microwaved
17 during ordinary use. This critical information, which Defendant deliberately withheld from
18 consumers, is not only material to their purchasing decisions but also poses significant risks to
19 consumer health and well-being. Defendant knew or should have known that reasonable consumers
20 would interpret the affirmative “Microwavable” misrepresentations as meaning the Products would
21 be just that—“microwavable.” The absence of any disclosure about the material danger furthered
22 the affirmative deception. Defendant was also fully aware that consumers place a high value on
23 product safety, particularly when it comes to food preparation and consumption, and that this
24 perceived safety was a key factor influencing consumers' purchasing decisions. By affirmatively
25 promising they are microwavable, while also failing to disclose the material danger, Defendant
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1 74. Excluded from the Class are: (i) Defendant, its assigns, successors, and legal
2 representatives; (ii) any entities in which Defendant has controlling interests; (iii) federal, state,
3 and/or local governments, including, but not limited to, their departments, agencies, divisions,
4 bureaus, boards, sections, groups, counsels, and/or subdivisions; and (iv) any judicial officer
5 presiding over this matter and person within the third degree of consanguinity to such judicial
6 officer.
7

8 75. Plaintiff reserves the right to amend or otherwise alter the Class definitions
9 presented to the Court at the appropriate time in response to facts learned through discovery, legal
10 arguments advanced by Defendant, or otherwise.
11

12 76. This action has been brought and may properly be maintained as a class action
13 against Defendant because there is a well-defined community of interest in the litigation and the
14 proposed Class is easily ascertainable.
15

16 77. Numerosity. Members of the Class are so numerous that joinder of all members is
17 impracticable. Upon information and belief, the Nationwide Class consists of tens of thousands of
18 purchasers (if not more) dispersed throughout the United States, and the California Subclass
19 likewise consists of thousands of purchasers (if not more) dispersed throughout the state of
20 California. Accordingly, it would be impracticable to join all members of the Class before the
21 Court.
22

23 78. Common Questions Predominate: This action involves common questions of law
24 and fact to the potential classes because each Class Member's claim derives from the same
25 deceptive, unlawful and/or unfair statements and omissions. The common questions of law and fact
26 predominate over individual questions, as proof of a common or single set of facts will establish
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1 the right of each member of the Class to recover. The questions of law and fact common to the
2 Class include, but are not limited to, the following:

- 3 a. Whether Defendant engaged in unlawful, unfair, or deceptive business practices by
4 advertising and selling the Products;
- 5 b. Whether Defendant's conduct of advertising and selling the Products as
6 "Microwavable" while labeling them with the affirmative "Microwavable"
7 misrepresentations and omitting that they leach microplastics during ordinary use
8 constitutes an unfair method of competition, or unfair or deceptive act or practice, in
9 violation of Civil Code section 1750, et seq.;
- 10 c. Whether Defendant used deceptive representations or omission in connection with
11 the sale of the Products in violation of Civil Code section 1750, et seq.;
- 12 d. Whether Defendant represented that the Products have characteristics or quantities
13 that they do not have in violation of Civil Code section 1750, et seq.;
- 14 e. Whether Defendant advertised the Products with intent not to sell them as advertised
15 in violation of Civil Code section 1750, et seq.;
- 16 f. Whether Defendant's labeling and advertising of the Products are misleading in
17 violation of Business and Professions Code section 17500, et seq.;
- 18 g. Whether Defendant knew or by the exercise of reasonable care should have known
19 its labeling and advertising was and is misleading in violation of Business and Professions
20 Code section 17500, et seq.;
- 21 h. Whether Defendant's conduct is an unfair business practice within the meaning of
22 Business and Professions Code section 17200, et seq.;
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- 1 i. Whether Defendant's conduct is a fraudulent business practice within the meaning of
2 Business and Professions Code section 17200, et seq.;
- 3 j. Whether Defendant's conduct is an unlawful business practice within the meaning of
4 Business and Professions Code section 17200, et seq.;
- 5 k. Whether Plaintiff and the Class paid more money for the Products than they actually
6 received;
- 7 l. How much more money Plaintiff and the Class paid for the Products than they
8 actually received;
- 9 m. Whether Defendant's conduct constitutes breach of warranty;
- 10 n. Whether Plaintiff and the Class are entitled to injunctive relief; and
- 11 o. Whether Defendant was unjustly enriched by its unlawful conduct.

12 79. Predominance. The common questions of law and fact predominate over questions
13 that affect only individual Class Members.

14 80. Typicality. Plaintiff's claims are typical of the claims of the Class Members she
15 seeks to represent because among other things, all such claims arise out of the same wrongful
16 course of conduct in which the Defendant engaged in violation of law as described herein.
17 Plaintiff, like the Class Members, purchased Defendant's misleading and deceptive Products. In
18 addition, Defendant's unlawful, unfair and/or fraudulent actions concern the same business
19 practices described herein irrespective of where they occurred or were experienced. Plaintiff's and
20 Class Members' claims arise from the same practices and course of conduct and are based on the
21 same legal theories.

22 81. Adequacy. Plaintiff will fairly and adequately protect the interests of all Class
23 Members because it is in her best interests to prosecute the claims alleged herein to obtain full
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1 compensation due to her for the unfair and illegal conduct of which she complains. Plaintiff also
2 has no interests that are in conflict with, or antagonistic to, the interests of Class Members.
3 Plaintiff has retained highly competent and experienced class action attorneys to represent her
4 interests and those of the class. By prevailing on her own claims, Plaintiff will establish
5 Defendant's liability to all Class Members. Plaintiff and her counsel have the necessary financial
6 resources to adequately and vigorously litigate this class action, and Plaintiff and counsel are aware
7 of their fiduciary responsibilities to the Class Members and are determined to diligently discharge
8 those duties by vigorously seeking the maximum possible recovery for Class Members.
9

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11 82. Ascertainability. Class Members can easily be identified by an examination and
12 analysis of the business records regularly maintained by Defendant, among other records within
13 Defendant's possession, custody, or control. Additionally, further Class Member data can be
14 obtained through additional third-party retailers who retain customer records and order histories.

15
16 83. Superiority: There is no plain, speedy, or adequate remedy other than by
17 maintenance of this class action. The prosecution of individual remedies by members of the classes
18 will tend to establish inconsistent standards of conduct for Defendants and result in the impairment
19 of Class Members' rights and the disposition of their interests through actions to which they were
20 not parties. Class action treatment will permit a large number of similarly situated persons to
21 prosecute their common claims in a single forum simultaneously, efficiently, and without the
22 unnecessary duplication of effort and expense that numerous individual actions would engender.
23 Furthermore, as the damages suffered by each individual member of the class may be relatively
24 small, the expenses and burden of individual litigation would make it difficult or impossible for
25 individual members of the class to redress the wrongs done to them, while an important public
26 interest will be served by addressing the matter as a class action.
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1 84. Inconsistent Rulings. Because Plaintiff seeks relief for all members of the Class, the
2 prosecution of separate actions by individual members would create a risk of inconsistent or
3 varying adjudications with respect to individual members of the Class, which would establish
4 incompatible standards of conduct for Defendant.
5

6 85. Injunctive/Declaratory Relief. The prerequisites to maintaining a class action for
7 injunctive or equitable relief are met as Defendant has acted or refused to act on grounds generally
8 applicable to the Class, thereby making appropriate final injunctive or declaratory relief with
9 respect to the Class as a whole.
10

11 86. Manageability. Plaintiff and her counsel are unaware of any difficulties that are
12 likely to be encountered in the management of this action that would preclude its maintenance as a
13 class action.

14 **PLAINTIFF’S FIRST CAUSE OF ACTION**

15 **(California Business and Professions Code §§ 17200, et seq.)**

16 ***On Behalf of Herself and the California Subclass***

17
18 87. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged
19 above.

20 88. California Cal. Bus. & Prof. Code § 17200 (the “UCL”) prohibits unfair competition
21 and provides, in pertinent part, that "unfair competition shall mean and include unlawful, unfair or
22 fraudulent business practices and unfair, deceptive, untrue or misleading advertising."
23

24 89. Defendant, in its advertising and packaging of the Products, made misleading
25 statements and fraudulent omissions regarding the quality and characteristics of the Products—
26 specifically, the affirmative “Microwavable” misrepresentations and material omission—despite
27 the fact that the Products are not microwavable because they leach microplastics when used as
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1 intended. Such claims and omission appear on the label and packaging of the Products, which are
2 sold at retail stores and on-line via e-commerce websites and point-of-purchase displays, as well as
3 Defendant's official website, and other retailers' advertisements that have adopted Defendant's
4 advertisements.
5

6 90. Plaintiff has no adequate remedy at law for the injuries currently being suffered as
7 an award of monetary damages would not prohibit Defendant's unlawful marketing, advertising,
8 sale, and distribution of the Products in California. If an injunction is not granted, Plaintiff will
9 suffer irreparable injury because she continues to desire to purchase Products from Defendant in
10 the future that are "Microwavable" but is unable to determine with confidence whether the
11 Products are "Microwavable." Thus, Plaintiff and the Class seek an order enjoining Defendant's
12 acts of unlawful, unfair, and deceptive acts and practices in California, which serves the public
13 interest by protecting the public's health and by preventing Defendant from gaining an unfair
14 advantage over companies that lawfully sell their products as "Microwavable" that do that do not
15 have the material danger that using the Products in the way Defendant promises is safe leads to the
16 direct ingestion of toxic microplastics. In addition, Plaintiff and the Class seek restitution to the
17 individual victims of Defendant's unlawful, unfair, and deceptive practices.
18
19

20 91. Defendant engaged in a deliberately fraudulent marketing scheme. Defendant does
21 not have any reasonable basis for the claims about the Products made in Defendant. Defendant
22 does not have any reasonable basis for the claims about the Products made in Defendant's
23 advertising and on Defendant's packaging or labeling because the Products are not
24 "Microwavable." Defendant knew and knows that the Products are not free from plastic exposure
25 because they leach microplastics into the soup in ordinary use, though Defendant intentionally
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1 advertised and marketed the Products to deceive reasonable consumers into believing that the
2 Products are microwavable.

3 92. Defendant has exclusive knowledge of the Products' danger of leaching
4 microplastics. As the manufacturer of the Products, Defendant is in a superior position to
5 consumers, including Plaintiff, to know about the risks associated with microplastic contamination.
6 Defendant's control over the manufacturing, design, distribution, and safety testing of the Products
7 gives it unique and exclusive knowledge of the presence of the material danger. This superior
8 knowledge places Defendant in a position of responsibility to disclose the risk of microplastic
9 exposure, yet Defendant deliberately withheld this critical information while marketing the
10 Products with the affirmative "Microwavable" representations.
11

12 93. These misleading advertising claims cause purchase of the Products. Defendant's
13 labeling and advertising of the Products led to, and continues to lead to, reasonable consumers,
14 including Plaintiff, believing that the Products are a safe heating solution.
15

16 94. Plaintiff and the California Subclass have suffered injury in fact and have lost
17 money or property as a result of and in reliance upon the material omission that the Products are
18 not microwavable because they leach microplastics when used as intended—namely, Plaintiff and
19 the California Subclass lost the purchase price for the Products they bought from Defendant.
20

21 95. Defendant's conduct, as alleged herein, constitutes unfair, unlawful, and fraudulent
22 business practices pursuant to the UCL. The UCL prohibits unfair competition and provides, in
23 pertinent part, that "unfair competition shall mean and include unlawful, unfair or fraudulent
24 business practices and unfair, deceptive, untrue or misleading advertising." Cal. Bus & Prof. Code
25 § 17200. In addition, Defendant's use of various forms of advertising media to advertise, call
26 attention to, or give publicity to the sale of goods or merchandise that are not as represented in any
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1 manner constitutes unfair competition, unfair, deceptive, untrue or misleading advertising, and an
2 unlawful business practice within the meaning of Business and Professions Code Sections 17200
3 and 17531, which advertisements have deceived and are likely to deceive the consuming public, in
4 violation of Business and Professions Code Section 17200.
5

6 96. Defendant failed to avail itself of reasonably available, lawful alternatives to further
7 its legitimate business interests.

8 97. All of the conduct alleged herein occurred and continues to occur in Defendant's
9 business. Defendant's wrongful conduct is part of a pattern, practice and/or generalized course of
10 conduct, which will continue on a daily basis until Defendant voluntarily alters its conduct or
11 Defendant is otherwise ordered to do so.
12

13 98. Pursuant to Business and Professions Code Sections 17203 and 17535, Plaintiff and
14 the members of the California Subclass seek an order of this Court enjoining Defendant from
15 continuing to engage, use, or employ its practice of labeling and advertising the sale and use of the
16 Products. Likewise, Plaintiff and the members of the California Subclass seek an order requiring
17 Defendant to disclose such misrepresentations, and to preclude Defendant's failure to disclose the
18 existence and significance of said misrepresentations.
19

20 99. Plaintiff also seeks equitable relief, including restitution, with respect to her UCL
21 fraudulent acts and practices claims. Pursuant to Federal Rule of Civil Procedure 8(e)(2), Plaintiff
22 makes the following allegations in this paragraph only hypothetically and as an alternative to any
23 contrary allegations in her causes of action for violation of California's Consumer Legal Remedies
24 Act ("CLRA"), Civil Code § 1750, et. seq. and California's False Advertising Law ("FAL"),
25 California Business & Professions Code § 17500 et seq., in the event that such causes of action
26 will not succeed. Plaintiff and the Class may be unable to obtain monetary, declaratory and/or
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1 injunctive relief directly under her causes of action for violation of the CLRA and FAL and will
2 lack an adequate remedy of law, if the Court requires her to show classwide reliance and
3 materiality beyond the objective reasonable consumer standard applied under the UCL, because
4 Plaintiff may not be able to establish each Class member's individualized understanding of
5 Defendants' misleading representations as described in this Complaint, but the UCL does not
6 require individualized proof of deception or injury by absent class members. See, e.g., *Stearns v*
7 *Ticketmaster*, 655 F.3d 1013, 1020, 1023-25 (9th Cir. 2011) (distinguishing, for purposes of CLRA
8 claim, among class members for whom website representations may have been materially deficient,
9 but requiring certification of UCL claim for entire class). In addition, Plaintiff and the Class may
10 be unable to obtain such relief under her cause of action for violation of the CLRA and FAL and
11 will lack an adequate remedy at law, if Plaintiff is unable to demonstrate the requisite mens rea
12 (intent, reckless, negligence, accrual or constructive knowledge of the falsity), because the UCL
13 imposes no such mens rea requirement and liability exists even if Defendants acted in good faith.

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17 100. As a direct and proximate result of Defendant's misconduct in violation of the UCL,
18 Plaintiff and members of the California Subclass were harmed in the amount of the purchase price
19 they paid for the Products. Further, Plaintiff and members of the California Subclass have suffered
20 and continue to suffer economic losses and other damages including, but not limited to, the
21 amounts paid for the Products, and any interest that would have accrued on those monies, in an
22 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for violation of the
23 UCL in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and
24 the California Subclass for said monies, as well as injunctive relief to enjoin Defendant's
25 misconduct to prevent ongoing and future harm that will result.

26
27
28 "Unfair" Prong

1 101. Under the UCL, a challenged activity is "unfair" when "any injury it causes
2 outweighs any benefits provided to consumers and the injury is one that the consumers themselves
3 could not reasonably avoid." *Camacho v. Auto Club of Southern California*, 142 Cal. App. 4th
4 1394, 1403 (2006).

5
6 102. Defendant's action of mislabeling the Products with the affirmative "Microwavable"
7 misrepresentations and material omission that the Products leach microplastics when used as
8 intended does not confer any benefit to consumers; rather, doing so causes injuries to consumers,
9 who do not receive products commensurate with their reasonable expectations, overpay for the
10 Products, receive Products of lesser standards than what they reasonably expected to receive, and
11 are exposed to increased health risks. Consumers cannot avoid any of the injuries caused by
12 Defendant's deceptive labeling and advertising of the Products. Accordingly, the injuries caused by
13 Defendant's deceptive labeling and advertising outweigh any benefits.

14
15 103. Some courts conduct a balancing test to decide if a challenged activity amounts to
16 unfair conduct under California Business and Professions Code Section 17200. They "weigh the
17 utility of the defendant's conduct against the gravity of the harm to the alleged victim." *Davis v.*
18 *HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

19
20 104. Here, Defendant's conduct of labeling the Products with the affirmative
21 "Microwavable" misrepresentations while omitting the material danger associated with ordinary
22 use of the Products has no legitimate utility and financially harms consumers. Any potential utility
23 from Defendant's conduct is vastly outweighed by the gravity of the harm caused to consumers,
24 who are unknowingly exposed to microplastic contamination and unjustly pay a premium for
25 Products that fail to meet their reasonable expectations of safety.
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1 105. Some courts require that "unfairness must be tethered to some legislative declared
2 policy or proof of some actual or threatened impact on competition." *Lozano v. AT&T Wireless*
3 *Servs. Inc.*, 504 F.3d 718, 735 (9th Cir. 2007),
4

5 106. Defendant's labeling and advertising of the Products, as alleged herein, is deceptive,
6 misleading, and unreasonable, and constitutes unfair conduct. Defendant knew or should have
7 known of its unfair conduct. Defendant's affirmative "Microwavable" misrepresentations and
8 material omission constitutes an unfair business practice within the meaning of California Business
9 and Professions Code Section 17200.
10

11 107. Reasonably available alternatives existed that would have allowed Defendant to
12 further its legitimate business interests without engaging in the deceptive conduct described herein.
13 Defendant could have refrained from labeling the Products with the affirmative "Microwavable"
14 misrepresentations without disclosing the risk of microplastic contamination. Alternatively,
15 Defendant could have provided clear warnings on the Products' labels to inform consumers of the
16 potential dangers associated with microwaving the Products as intended. These reasonable
17 alternatives would have allowed Defendant to market its Products truthfully while protecting
18 consumers from the undisclosed risks of microplastic exposure.
19

20 108. All of the conduct alleged herein occurs and continues to occur in Defendant's
21 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct
22 repeated on thousands of occasions daily.
23

24 109. Pursuant to Business and Professions Code Section 17203, Plaintiff and the
25 California Subclass seek an order from this Court enjoining Defendant from continuing its practice
26 of labeling the Products with the affirmative "Microwavable" misrepresentations without
27 disclosing the risk of microplastic contamination. Plaintiff and the California Subclass request that
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1 the Court prohibit Defendant from engaging in these deceptive practices to prevent further harm to
2 consumers.

3 110. Plaintiff and the California Subclass have suffered injury in fact, have lost money,
4 and were exposed to increased health risks as a result of Defendant's unfair conduct. Plaintiff and
5 the California Subclass paid an unwarranted premium for the Products, believing they were safe
6 and free from harmful plastic exposure. Specifically, Plaintiff and the California Subclass paid for
7 Products they reasonably believed did not pose the risk of microplastic contamination. Had they
8 known the truth, Plaintiff and the California Subclass would not have purchased the Products or
9 would have paid substantially less for them. Accordingly, Plaintiff and the California Subclass seek
10 damages, restitution, and/or disgorgement of ill-gotten gains pursuant to the UCL.
11

12
13 **"Fraudulent" Prong**

14 111. The UCL considers conduct fraudulent (and prohibits said conduct) if it is likely to
15 deceive members of the public. *Bank of the West v. Superior Court*, 2 Cal. 4th 1254, 1267 (1992).
16

17 112. Defendant employed the affirmative "Microwavable" misrepresentations and
18 material omission that the Products are not microwavable because they leach microplastics when
19 used as intended with the intent to sell the Products to consumers, including Plaintiff and the
20 California Subclass. The affirmative misrepresentations and material omission are deceptive, and
21 Defendant knew or should have known of their deceptive nature. By affirmatively representing the
22 Products with the affirmative "Microwavable" misrepresentations while omitting the risk that the
23 Products release harmful microplastics when microwaved, Defendant misleads consumers into
24 believing the Products are safe for their intended use. Both the affirmative misrepresentations and
25 material omission are likely to mislead reasonable consumers, as they pertain to a critical safety
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1 concern that is material to the purchasing decisions of the average, ordinary, and reasonable
2 consumer.

3 113. As alleged herein, the misrepresentations by Defendant constitute a fraudulent
4 business practice in violation of California Business & Professions Code Section 17200.
5

6 114. Plaintiff and the California Subclass reasonably and detrimentally relied on the
7 affirmative misrepresentations and the material omission to their detriment in that they purchased
8 the Products.

9 115. Defendant had reasonably available alternatives to further its legitimate business
10 interests, other than the conduct described herein. Defendant could have refrained from labeling the
11 Products with the affirmative “Microwavable” misrepresentations and material omission that the
12 Products are not microwavable because they leach microplastics when used as intended.
13 Alternatively, Defendant could have provided clear warnings on the Products' labels to inform
14 consumers of the potential dangers associated with microwaving the Products as intended.
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17 116. All of the conduct alleged herein occurs and continues to occur in Defendant's
18 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct.

19 117. Pursuant to Business and Professions Code Section 17203, Plaintiff and the
20 California Subclass seek an order from this Court enjoining Defendant from continuing its practice
21 of labeling the Products with the affirmative “Microwavable” misrepresentations without
22 disclosing the risk of microplastic contamination. Plaintiff and the California Subclass further seek
23 an order requiring Defendant to cease its deceptive conduct and to provide clear and conspicuous
24 warnings about the risk of microplastic exposure when the Products are microwaved as intended.
25

26 118. Plaintiff and the California Subclass have suffered injury in fact and have lost
27 money as a result of Defendant's fraudulent conduct. Plaintiff paid an unwarranted premium for the
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1 Products. Specifically, Plaintiff and the California Subclass paid for Products they reasonably
2 believed did not pose the risk of microplastic contamination. Had they known the truth, Plaintiff
3 and the California Subclass would not have purchased the Products or would have paid
4 substantially less for them. Accordingly, Plaintiff and the California Subclass seek damages,
5 restitution, and/or disgorgement of ill-gotten gains pursuant to the UCL.
6

7 **"Unlawful" Prong**

8 119. The UCL identifies violations of other laws as "unlawful practices that the unfair
9 competition law makes independently actionable." *Velazquez v. GMAC Mortg. Corp.*, 605 F.
10 Supp. 2d 1049, 1068 (C.D. Cal. 2008).
11

12 120. Defendant's labeling of the Products, as alleged herein, violates California Civil
13 Code sections 1750, et seq. (the "CLRA") and California Business and Professions Code sections
14 17500, et seq. (the "FAL") as set forth below in the sections regarding those causes of action.
15

16 121. Additionally, Defendant's use of the material omission to sell the Products violates
17 California Civil Code sections 1572 (actual fraud), 1573 (constructive fraud), 1709-1710
18 (fraudulent deceit), and 1711 (deceit upon the public), as set forth above.

19 122. Defendant's conduct in making the false representations and deceptive omission
20 described herein constitutes a knowing failure to adopt policies in accordance with and/or
21 adherence to applicable laws, as set forth herein, all of which are binding upon and burdensome to
22 its competitors. This conduct engenders an unfair competitive advantage for Defendant, thereby
23 constituting an unfair, fraudulent and/or unlawful business practice under California Business &
24 Professions Code sections 17200-17208. Additionally, Defendant's omission of material facts, as
25 set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710, 1711, and 1770, as
26 well as the common law.
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1 123. Defendant's packaging, labeling, and advertising of the Products, as alleged herein,
2 are deceptive, misleading, and unreasonable, and constitute unlawful conduct. Defendant knew or
3 should have known of its unlawful conduct.

4
5 124. Defendant had reasonably available alternatives to further its legitimate business
6 interests, other than the conduct described herein. Defendant could have refrained from labeling the
7 Products with affirmative "Microwavable" misrepresentations without disclosing the risk of
8 microplastic contamination. Alternatively, Defendant could have provided clear warnings on the
9 Products' labels to inform consumers of the potential dangers associated with microwaving the
10 Products as intended.

11
12 125. All of the conduct alleged herein occurs and continues to occur in Defendant's
13 business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct.

14 126. Pursuant to Business and Professions Code Section 17203, Plaintiff and the
15 California Subclass seek an order from this Court enjoining Defendant from continuing its practice
16 of labeling the Products with the affirmative "Microwavable" misrepresentations without
17 disclosing the risk of microplastic contamination. Plaintiff and the California Subclass further seek
18 an order requiring Defendant to cease its deceptive conduct and to provide clear and conspicuous
19 warnings about the risk of microplastic exposure when the Products are microwaved as intended.

20
21 127. Plaintiff and the California Subclass have suffered injury in fact and have lost
22 money as a result of Defendant's unlawful conduct. Plaintiff and the California Subclass paid an
23 unwarranted premium for the Products. Plaintiff and the California Subclass would not have
24 purchased the Products if they had known that Defendant purposely deceived consumers into
25 believing that the Products are free from harmful plastic exposure. Accordingly, Plaintiff seeks
26 damages, restitution and/or disgorgement of ill-gotten gains pursuant to the UCL.
27
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1 **PLAINTIFF'S SECOND CAUSE OF ACTION**

2 **(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))**

3 ***On Behalf of Herself and the California Subclass***

4
5 128. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged above.

6 129. The False Advertising Law, codified at Cal. Bus. & Prof. Code section 17500, et
7 seq., prohibits "unfair, deceptive, untrue or misleading advertising[.]"

8 130. Defendant violated Section 17500 when it advertised and marketed the Products
9 through the unfair, deceptive, and misleading affirmative "Microwavable" misrepresentations and
10 material omission that the Products are not microwavable because they leach microplastics when
11 used as intended disseminated to the public via the Products' labeling, packaging, and advertising.
12 The affirmative misrepresentations and material omission were deceptive because the Products do
13 not conform to the representations made about their safety, including the affirmative
14 "Microwavable" claim. The affirmative misrepresentations and material omission were material
15 because they are likely to, and did, mislead reasonable consumers into purchasing the Products
16 under the false belief that they were safe for their intended use and free from the risk of
17 microplastic contamination.
18

19
20 131. In making and disseminating the affirmative misrepresentations and the material
21 omission, Defendant knew or should have known that the affirmative misrepresentations and the
22 material omission were untrue or misleading and thereby acted in violation of California Business
23 and Professions Code § 17500. Defendant's affirmative representation that the Products are
24 "Microwavable" combined with its failure to disclose the risk of microplastic contamination,
25 constituted a deceptive practice that Defendant knew, or should have known, was false and likely
26 to mislead reasonable consumers.
27
28

1 132. Defendant has exclusive knowledge of the Products' danger of leaching
2 microplastics. As the manufacturer of the Products, Defendant is in a superior position to
3 consumers, including Plaintiff, to know about the risks associated with microplastic contamination.
4 Defendant's control over the manufacturing, design, distribution, and safety testing of the Products
5 provides it with exclusive knowledge of the presence of the material dangers associated with the
6 Products. This superior knowledge placed Defendant in a position of responsibility to disclose the
7 risk of microplastic exposure, yet Defendant deliberately withheld this critical information while
8 affirmatively marketing the Products with the Affirmative Representations.
9

10
11 133. Defendant's affirmative misrepresentations and material omission were specifically
12 designed to induce reasonable consumers, like Plaintiff and the California Subclass, to purchase the
13 Products.

14 134. As a direct and proximate result of Defendant's misconduct in violation of the FAL,
15 Plaintiff and members of the California Subclass were harmed in the amount of the purchase price
16 they paid for the Products. Further, Plaintiff and members of the Class have suffered and continue
17 to suffer economic losses and other damages including, but not limited to, the amounts paid for the
18 Products, and any interest that would have accrued on those monies, in an amount to be proven at
19 trial. Accordingly, Plaintiff seeks a monetary award for violation of the FAL in damages,
20 restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the California
21 Subclass for said monies, as well as injunctive relief to enjoin Defendant's misconduct to prevent
22 ongoing and future harm that will result.
23
24

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28 //

1 **PLAINTIFF'S THIRD CAUSE OF ACTION**

2 **(Violation of the Consumer Legal Remedies Act, California Civil Code § 1750, et seq.)**

3 ***On Behalf of Herself and the California Subclass***

4
5 135. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged
6 above.

7 136. The CLRA provides that "unfair methods of competition and unfair or deceptive
8 acts or practices undertaken by any person in a transaction intended to result or which results in the
9 sale or lease of goods or services to any consumer are unlawful."

10
11 137. The Products are "goods," as defined by the CLRA in California Civil Code §
12 1761(a).

13 138. Defendant is a "person," as defined by the CLRA in California Civil Code §
14 1761(c).

15 139. Plaintiff and members of the California Subclass are "consumers," as defined by the
16 CLRA in California Civil Code § 1761(d).

17
18 140. The purchase of the Products by Plaintiff and members of the California Subclass
19 are "transactions" as defined by the CLRA under California Civil Code § 1761(e).

20 141. Defendant violated the following sections of the CLRA by selling the Products to
21 Plaintiff and the California Subclass through the misleading, deceptive, and the fraudulent
22 affirmative misrepresentations and material omission.

23
24 a. Section 1770(a)(5) by representing that the Products have "characteristics, ... uses
25 [or] benefits ... which [they] do not have."

26 b. Section 1770(a)(7) by representing that the Products "are of a particular standard,
27 quality, or grade ... [when] they are of another."
28

1 c. Section 1770(a)(9) by advertising the Products "with [the] intent not to sell them as
2 advertised."

3 142. Defendant's uniform affirmative "Microwavable" misrepresentations and material
4 omission of the material danger that using the Products in the way Defendant promises is safe leads
5 to the direct ingestion of toxic microplastics was likely to deceive, and Defendant knew or should
6 have known that its omission and misrepresentations were misleading.
7

8 143. Defendant's uniform affirmative "Microwavable" misrepresentations and material
9 omission of the material danger regarding the Products was likely to deceive reasonable consumers.
10 Defendant knew or should have known that its affirmative misrepresentations and material
11 omission of the material danger was misleading and deceptive. By failing to disclose this critical
12 safety risk, Defendant misled consumers into believing the Products were safe for their intended
13 use.
14

15 144. Defendant's conduct is malicious, fraudulent, and wanton in that Defendant
16 intentionally misled and withheld material information from consumers, including Plaintiff, to
17 increase the sale of the Products.
18

19 145. Plaintiff and members of the California Subclass could not have reasonably avoided
20 such injury. Plaintiff and members of the California Subclass were misled and unaware of the
21 existence of facts that Defendant suppressed and failed to disclose, and Plaintiff and members of
22 the California Subclass would not have purchased the Products and/or would have purchased them
23 on different terms had they known the truth.
24

25 146. Plaintiff and the California Subclass suffered harm as a result of Defendant's
26 violations of the CLRA because they relied on the affirmative "Microwavable" misrepresentations
27 and material omission in deciding to purchase the Products. The affirmative misrepresentations and
28

1 material omission were together a substantial factor. The affirmative misrepresentations and
2 material omission were material because a reasonable consumer would consider it important in
3 deciding whether to purchase the Products.
4

5 147. CLRA Section 1782 NOTICE. Pursuant to California Civil Code, Section 1782, on
6 September 25, 2025, Plaintiff's counsel, acting on behalf of all members of the Class, prior to the
7 filing of this Complaint Plaintiff provided Defendant with notice and demand that within thirty (30)
8 days from that date, Defendant correct, repair, replace or otherwise rectify the unlawful, unfair,
9 false and/or deceptive practices complained of herein. The letter formally notified Defendant of the
10 violations of Section 1770 set forth herein and demanded that Defendant take corrective action to
11 remedy the issues resulting from the conduct described herein, as well as provide notice of its
12 intent to do so to all affected consumers. Defendant failed to take any of the requested actions
13 within thirty days.
14

15 148. Plaintiff seeks, pursuant to California Civil Code § 1780(a), on behalf of herself and
16 those similarly situated members of the Class, actual damages, punitive damages and restitution of
17 any ill-gotten gains due to Defendant's acts and practices. With regard to the amount of damages
18 and restitution, Plaintiff seeks to recover for herself and the Class a full refund of the price paid for
19 the Products, or in the alternative, the price premium paid for the Products, i.e., difference between
20 the price consumers paid for the Products and the price that they would have paid but for
21 Defendant's misrepresentations and omission.
22

23 149. Plaintiff also requests that this Court award them costs and reasonable attorneys'
24 fees pursuant to California Civil Code § 1780(d).
25

26 //

27 //
28

1 **PLAINTIFF’S FOURTH CAUSE OF ACTION**

2 **(Unjust Enrichment)**

3 ***On Behalf of Herself and the Nationwide Class and, in the alternative, the California Subclass***

4 150. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged
5 above.
6

7 151. Plaintiff and the Class have no adequate remedy at law for the injuries currently
8 being suffered as an award of monetary damages would not prohibit Defendant’s unlawful
9 marketing and labeling of the Products with Defendant's uniform affirmative “Microwavable”
10 misrepresentations and material omission of the material danger that using the Products in the way
11 Defendant promises is safe leads to the direct ingestion of toxic microplastics. Without equitable
12 relief, Defendant’s unlawful, unfair, and deceptive practices will continue to harm Plaintiff and the
13 Class.
14

15 152. At all times relevant hereto, Defendant deceptively marketed, advertised, and sold
16 merchandise to Plaintiffs and the Classes.
17

18 153. Plaintiff and the Class members conferred benefits on Defendant by purchasing the
19 Products.
20

21 154. Plaintiffs and members of the Classes conferred upon Defendant non-gratuitous
22 payments for the Products that they would not have if not for Defendant’s deceptive advertising
23 and marketing. Defendant accepted or retained the non-gratuitous benefits conferred by Plaintiffs
24 and members of the Classes, with full knowledge and awareness that, as a result of Defendant’s
25 deception, Plaintiffs and members of the Class were not receiving a product of the quality, nature,
26 fitness, or value that had been represented by Defendant and reasonable consumers would have
27 expected.
28

1 155. Defendant voluntarily accepted and retained the benefits conferred.

2 156. Defendant has been unjustly enriched in retaining the revenues derived from
3 Plaintiff's and the Class members' purchases of the Products.

4 157. Retention of that money under these circumstances is unjust and inequitable because
5 Defendant falsely and misleadingly represented through its labeling, advertising and marketing
6 materials that the Products are microwavable, when the Products are not in fact microwavable.
7

8 158. These misrepresentations and omissions caused injuries to Plaintiff and the Class
9 members because they would not have purchased the Products, or would not have paid as much for
10 the Products, had they known that the Products are not microwavable.
11

12 159. Because Defendant's retention of the non-gratuitous benefits conferred to it by
13 Plaintiff and the Class members is unjust and inequitable, Defendant ought to pay restitution to
14 Plaintiff and the Class members for its unjust enrichment.

15 160. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff and the
16 Class members are entitled to restitution or disgorgement in an amount to be proved at trial.
17

18 **PLAINTIFF'S FIFTH CAUSE OF ACTION**

19 **(Breach of Warranty)**

20 ***On Behalf of Herself and the Nationwide Class and, in the alternative, the California Subclass***

21 161. Plaintiff incorporates by reference and re-alleges herein all paragraphs alleged
22 above.
23

24 162. By advertising and selling the Products at issue, Defendant made promises and
25 affirmations of fact on the Products' packaging, labeling, and through its marketing and
26 advertising, as described herein. This labeling and advertising constitute express warranties that
27 became part of the basis of the bargain between Plaintiff, members of the Class, and Defendant.
28

1 Through the Products’ labeling and advertising, including the affirmative representations—
2 “Microwavable” claim, Defendant expressly warranted that the Products were safe for heating and
3 freezing. Defendant’s material omission of the risk that the Products release harmful microplastics
4 when heated is inconsistent with this express warranty. As a result, Defendant’s representations
5 misled consumers into believing the Products were safe for their intended use, when in fact they
6 posed a risk of microplastic contamination.
7

8 163. By advertising and selling the Products at issue, Defendant, as a merchant of goods,
9 made promises and affirmations of fact that the Products are merchantable and conform to the
10 promises and affirmations of fact made on the Products’ packaging, labeling, and through its
11 marketing and advertising, as described herein. This labeling and advertising, combined with the
12 implied warranty of merchantability, constitute warranties that became part of the basis of the
13 bargain between Plaintiffs, members of the Class, and Defendant. Specifically, Defendant’s
14 affirmative misrepresentations that the Products are “Microwavable” coupled with its material
15 omission of the risk that the Products release harmful microplastics when heated falsely conveyed
16 that the Products were safe for their intended use. Defendant’s failure to disclose this material risk
17 violated the implied warranty of merchantability and misled consumers into believing the Products
18 conformed to their reasonable expectations of safety and quality.
19
20

21 164. Contrary to Defendant’s warranties, the Products do not conform to the affirmative
22 “Microwavable” representations. Therefore, Defendant breached its warranties about the Products
23 and their qualities.
24

25 165. Defendant has exclusive knowledge of the Products’ danger of leaching
26 microplastics. As the manufacturer of the Products, Defendant is in a superior position to
27 consumers, including Plaintiffs, to know about the risks associated with microplastic
28

1 contamination. Defendant's control over the manufacturing, design, distribution, and safety testing
2 of the Products provides it with exclusive knowledge of the presence of the material danger that
3 using the Products in the way Defendant promises is safe leads to the direct ingestion of toxic
4 microplastics. This superior knowledge imposed a responsibility on Defendant to disclose the risk
5 of microplastic exposure. Instead, Defendant concealed this critical information while affirmatively
6 marketing the Products with the affirmative "Microwavable" representations.
7

8 166. As a direct and proximate result of Defendant's breach of warranty, Plaintiffs and
9 members of the Class were harmed in the amount of the purchase price they paid for the Products.
10 Additionally, Plaintiffs and members of the Class have suffered and continue to suffer economic
11 losses and other damages, including but not limited to the amounts paid for the Products and any
12 interest that would have accrued on those monies, in an amount to be proven at trial. Accordingly,
13 Plaintiffs seek a monetary award for breach of warranty in the form of damages, restitution, and/or
14 disgorgement of ill-gotten gains to compensate Plaintiffs and the Class for these losses. Plaintiffs
15 also seek injunctive relief to enjoin Defendant's misconduct and prevent ongoing and future harm
16 to consumers.
17

18 167. Plaintiffs seek punitive damages pursuant to this cause of action for breach of
19 warranty on behalf of Plaintiffs and the Class. Defendant's unfair, fraudulent, and unlawful conduct
20 described herein constitutes malicious, oppressive, and/or fraudulent behavior warranting an award
21 of punitive damages as permitted by law. Defendant's misconduct was malicious in that Defendant
22 acted with the intent to cause Plaintiffs and consumers to pay for Products that were not, in fact,
23 what they believed they were purchasing. Defendant willfully and knowingly disregarded the rights
24 of Plaintiffs and consumers, despite being fully aware of the probable dangerous consequences of
25 its conduct. Rather than disclosing the risk that its Products leach harmful microplastics when
26
27
28

1 heated, Defendant deliberately concealed this information and continued marketing the Products
2 with the affirmative “Microwavable” misrepresentations to intentionally mislead consumers.
3 Defendant’s misconduct was oppressive because its conduct was vile, base, and contemptible, the
4 kind of behavior that reasonable people would look down upon and despise. By knowingly placing
5 consumers at risk of microplastic exposure while falsely representing the Products as safe,
6 Defendant subjected Plaintiffs and consumers to cruel and unjust hardship in knowing disregard of
7 their rights. Defendant’s misconduct was fraudulent because Defendant intentionally
8 misrepresented and/or concealed material facts with the intent to deceive Plaintiffs and consumers.
9 Defendant’s wrongful conduct, demonstrating malice, oppression, and/or fraud, was committed,
10 authorized, adopted, approved, and/or ratified by Defendant’s officers, directors, and/or managing
11 agents. Accordingly, Plaintiffs seek an award of punitive damages against Defendant to deter such
12 egregious misconduct and to hold Defendant accountable for its intentional and reckless actions.
13
14

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, on behalf of herself and those similarly situated, respectfully
17 request that the Court enter judgment against Defendant as follows:
18

- 19 a. Certification of the proposed Class, including appointment of Plaintiff’s counsel as
20 class counsel;
21
22 b. An order declaring the Defendant’s conduct violates the statutes and laws referenced
23 herein;
24
25 c. An order finding in favor of Plaintiff and the Class on all counts asserted herein;
26
27 d. An order temporarily and permanently enjoining Defendant from continuing the
28 unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

1 e. An order requiring Defendant to immediately cease and desist from selling its
2 misbranded Products in violation of law; enjoining Defendant from continuing to label,
3 market, advertise, distribute, and sell the Products in the unlawful manner described herein;
4 and order Defendant to engage in corrective action;

5
6 f. An award of compensatory damages in an amount to be determined at trial;

7 g. An award of statutory damages in an amount to be determined at trial;

8 h. An award of punitive damages in an amount to be determined at trial;

9 i. An award of treble damages;

10 j. An award of restitution in an amount to be determined at trial;

11 k. An order requiring Defendant to undertake a corrective advertising campaign;

12 l. An order requiring Defendant to pay both pre- and post-judgment interest on any
13 amounts awarded;

14 m. For injunctive relief as pleaded or as the Court may deem proper;

15 n. For reasonable attorney's fees and the costs of suit incurred; and

16 o. For such further relief as this Court may deem just and proper.

17
18
19 **DEMAND FOR JURY TRIAL**

20 Plaintiff hereby demands a trial by jury of all claims in this action.

21
22
23 Dated: April 10, 2026

Respectfully submitted,

JAMES MORRIS LAW FIRM P.C.

/s/ James A. Morris, Jr.

James A. Morris, Jr., Esq.

Shane Greenberg, Esq.