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10 **Attorneys for Plaintiff**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF KERN**

13 MELINDA PRATT, an individual
14
15 Plaintiff,

16 vs.

17 GRIMMWAY FARMS , A CALIFORNIA
CORPORATION, and DOES 1 through 50,
18 Inclusive

19 Defendants.
20

Case No.

(Unlimited Civil)

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

21
22 Plaintiff MELINDA PRATT, by and through their attorneys of record **Ron Simon &**
23 **Associates and Gomez Trial Attorneys**, hereby allege as follows:

24 **PARTIES**

- 25 1. Plaintiff Melinda Pratt is an adult.
26 2. Defendant Grimmway Farms (hereinafter "Grimmway") is a California corporation
27 with its principal place of business located in Bakersfield, California.
28 3. Plaintiff does not know the true names and capacities, whether corporate or otherwise,

1 of those Defendants sued herein as DOES 1 through 50, inclusive, and Plaintiff prays leave that when
2 the true names of said Defendants are ascertained Plaintiff may amend this complaint to insert the
3 same with appropriate allegations. Plaintiff is informed and believes, upon such information and belief,
4 alleges that each of the Defendants designated herein by such fictitious names are responsible in some
5 manner for the events described herein, and caused injuries and damages to Plaintiff.

6 **JURISDICTION AND VENUE**

7 4. Plaintiff hereby incorporates paragraphs 1 through 3 above.

8 5. Jurisdiction and venue are proper in California because the Defendant Grimmway
9 conducts regular business activities in California. Further, Defendant engages in substantial,
10 continuous, and systematic contacts with the State of California, purposefully directing their activities
11 towards California, including the placement of their goods into the stream of commerce with the intent
12 and expectation that they will likely be repurchased and used by consumers in California. This
13 litigation arises out of those activities.

14 **GENERAL ALLEGATIONS**

15 6. Plaintiff hereby incorporates paragraphs 1 through 5 above.

16 **Grimmway Farms' Carrot E. coli Outbreak**

17 7. The U.S. Food and Drug Administration (FDA) and Centers for Disease Control and
18 Prevention (CDC) have announced a nationwide investigation into an outbreak of E. coli O121:H9 has
19 been traced back to organic carrots from Grimmway Farms. The FDA and CDC are leading the
20 investigation, working closely with state and local health partners to track the spread of infections.

21 8. As part of the trace-back investigation, health officials conducted interviews with those
22 affected by the outbreak, focusing on their food consumption in the days leading up to their illness.
23 They found that 26 of 27 interviewed confirmed eating carrots during the period in question. A trace-
24 back investigation identified the source of the carrots as Grimmway Farms' organic whole carrots and
25 baby carrots.

26 9. To date, there have been 39 reported cases of illness across 18 states, 15 of those
27 individuals have been hospitalized, and one death has been reported.

28 10. The last illness onset reported was October 28, 2024, but many more are anticipated.

1 11. Illnesses, so far, have been reported in at least 18 states, but that number is also expected to
2 grow.

3 **E. coli Infection and Hemolytic Uremic Syndrome**

4 12. Escherichia coli is the name of a family of bacteria, most of which do not cause human
5 disease. E. coli O121:H9, however, is a shiga toxin-producing strain of E. coli (otherwise known as
6 “STEC”) that causes bloody diarrhea in humans.

7 13. E. coli O121:H9 lives in the intestines of cattle and other animals. E. coli O121:H9
8 bacteria are passed through the oral-fecal method, meaning they are passed in the feces of animals and
9 sicken the host after ingestion. An extremely low infectious dose, with fewer than 50 E. coli O121:H9
10 bacteria, are needed to infect the host.

11 14. The most severe cases of the E. coli O121:H9 infection occur in young children and in
12 the elderly (those 65 or older), and in those with a compromised immune system. After a susceptible
13 individual ingests E. O121:H9, the bacteria attach to the inside surface of the large intestine and
14 initiates an inflammatory reaction of the intestine (hemorrhagic colitis).

15 15. E. coli O121:H9 infection result in bloody diarrhea, nausea, and severe abdominal
16 cramping.

17 16. A victim of E. coli O121:H9 usually becomes symptomatic two to four days post
18 exposure, but in some instances, illness can begin within 24 hours or be delayed several weeks.

19 17. While most victims of E. coli O121:H9 recover within a few weeks, in about 10% of
20 population, E. coli O121:H9 infections can develop into HUS, a life threatening complication in which
21 the destruction of red blood cells and platelets associated with clotting lead to acute renal failure due to
22 the formation of micro-thrombi that occlude microscopic blood vessels that make up the filtering units
23 within the kidneys. There is no known therapy to halt the progression of HUS, and most victims
24 require dialysis. HUS is fatal in about 5% of the victims. In those who survive, HUS patients often
25 require blood transfusions, dialysis, and in some cases, one or more kidney transplants.

26 **Plaintiff’s Illness**

27 18. On September 30, 2024, Plaintiff purchased Grimmway Farms carrots from her local
28 Sam’s Club. She consumed the carrots in the weeks thereafter, and eventually began to suffer from

1 bloody diarrhea, nausea, and vomiting. She waited for her symptoms to resolve, but after two weeks
2 could no longer endure the symptoms, which had grown worse grew worse.

3 19. Due to her condition, she sought medical treatment at her local hospital on October 21,
4 2024, where she was admitted and remained for three days.

5 20. Shortly thereafter, she was notified that she had tested positive for shiga-toxin
6 producing E. coli, and was contacted and questioned by the health department, which confirmed she
7 had eaten Grimmway Farms' carrots prior to her illness onset.

8 21. Plaintiff continues to recover from her illness.

9 **FIRST CAUSE OF ACTION**

10 **(Strict Products Liability)**

11 22. Plaintiff hereby incorporates paragraphs 1 through 21 above.

12 23. At all times, Defendants were in the business of producing, manufacturing, preparing,
13 marketing and serving food (hereinafter "the product") to the public.

14 24. There was a manufacturing defect in the product when it left Defendants' possession
15 and control. The product was defective because it contained E. coli. The presence of E. coli was a
16 condition of the product that rendered it unreasonably dangerous.

17 25. There was a marketing defect in the product when it left Defendants' possession and
18 control. The product was defective because it contained E. coli and Defendants failed to give adequate
19 warnings of the product's dangers that were known or by the application of reasonably developed
20 human skill and foresight should have been known. Defendants also failed to give adequate warnings
21 and instructions to avoid such dangers. Defendants' failure to provide such warnings and instructions
22 rendered the product unreasonably dangerous.

23 26. Defendants' conduct was a direct, proximate, and producing cause of Plaintiff's injuries
24 and damages set forth below.

25 27. Defendants are therefore strictly liable for importing, manufacturing, distributing,
26 marketing, and selling defective and unreasonably dangerous product and introducing it into the stream
27 of commerce.

1 **SECOND CAUSE OF ACTION**

2 **(Negligence, including Negligence Per Se)**

3 28. Plaintiff hereby incorporates paragraphs 1 through 27 above.

4 29. Defendants owed Plaintiff a duty of ordinary care in the manufacture, preparation,
5 testing, packaging, marketing, distribution, and selling of the product. Further, Defendants owed
6 Plaintiff the duty of warning or instructing Plaintiff of potentially hazardous or life-threatening
7 conditions with respect to the product.

8 30. Defendants breached its duties in one or more of at least the following ways:

- 9 a. negligently importing, manufacturing, distributing, and marketing the product;
- 10 b. failing to properly test the product before placing it into the stream of
11 commerce;
- 12 c. failing to prevent human and/or animal feces from coming into contact with the
13 product;
- 14 d. failing to adequately monitor the safety and sanitary conditions of its premises;
- 15 e. failing to apply its own policies and procedures to ensure the safety and sanitary
16 conditions of its premises;
- 17 f. failing to adopt and/or follow FDA recommended good manufacturing practices;
- 18 g. failing to take reasonable measures to prevent the transmission of E. coli and
19 related filth and adulteration from its premises;
- 20 h. failing to properly train and supervise its employees and agents to prevent the
21 transmission of E. coli and related filth and adulteration from its premises;
- 22 i. failing to warn Plaintiff and the general public of the dangerous propensities of
23 the product, particularly that it was contaminated with E. coli, despite knowing
24 or having reason to know of such dangers; and
- 25 j. failing to timely disclose post-sale information concerning the dangers
26 associated with the product.

27 31. Furthermore, Defendants had a duty to comply with all applicable health regulations,
28 including the FDA's Good Manufacturing Practices Regulations, 21 C.F.R. part 110, subparts (A)-(G),

1 and all statutory and regulatory provisions that applied to the import, manufacture, distribution,
2 storage, and/or sale of the product or product ingredients, including but not limited to, the Federal
3 Food, Drug, and Cosmetics Act, § 402(a), as codified at 21 U.S.C. § 342(a), which bans the
4 manufacture, sale and distribution of any “adulterated” food, and California’s Sherman Food, Drug,
5 and Cosmetic Act, CA Health & Safety Code § 110545, which imposes an identical ban.

6 32. Under both federal and applicable state law, food is adulterated if it contains a
7 “poisonous or deleterious substance which may render it injurious to health.”

8 33. The product was adulterated because it contained E. coli. Thus, by the import,
9 manufacture, distribution, delivery, storage, sale, and/or offering for sale of the product and/or the
10 product’s ingredients, Defendants breached their statutory and regulatory duties.

11 34. Plaintiff were members of the classes sought to be protected by the regulations and
12 statutes identified above.

13 35. Defendants’ conduct was a direct, proximate, and producing cause of Plaintiff’ injuries
14 and damages set forth below.

15 36. All dangers associated with the product were reasonably foreseeable and/or
16 scientifically discoverable by Defendants at the time Defendants placed the product into the stream of
17 commerce.

18 **THIRD CAUSE OF ACTION**

19 **(Breach of Implied Warranties)**

20 37. Plaintiff hereby incorporates paragraphs 1 through 36 above.

21 38. Defendants are merchants who manufactures, imports, distributes, and markets the
22 product.

23 39. Plaintiff is a consumer.

24 40. Defendants breached the implied warranty of merchantability by impliedly warranting
25 that the product was of merchantable quality and fit for human consumption when it was not due to the
26 presence of E. coli. Plaintiff reasonably relied upon Defendants’ skill and judgment as to whether the
27 product was of merchantable quality and fit for human consumption.

28 41. Defendants breached the implied warranty of fitness for a particular purpose by holding

1 out unreasonably dangerous product (i.e. product containing E. coli) to the public as being safe when
2 they knew or had reason to know that the product was not safe and that the public would consume the
3 product.

4 42. Defendants did not disclaim these implied warranties.

5 43. Defendants' conduct was a direct, proximate, and producing cause of Plaintiff's injuries
6 and damages set forth below.

7 **DAMAGES**

8 44. Plaintiff hereby incorporate paragraphs 1 through 43 above.

9 45. Defendants' conduct was a direct, proximate, and producing cause of Plaintiff's injuries
10 and damages, including but not limited to damages in the past and future for the following: pain and
11 suffering, mental anguish, physical impairment, physical disfigurement, loss of enjoyment of life,
12 medical and pharmaceutical expenses, travel and travel-related expenses, emotional distress, lost
13 wages, lost earning capacity, loss of consortium, punitive and/or exemplary damages and attorneys'
14 fees (to the extent recoverable) and other general, special, ordinary, incidental and consequential
15 damages as would be anticipated to arise under the circumstances.

16 46. WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

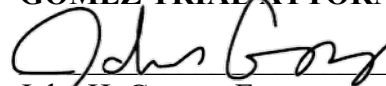
- 17 a. Past and future economic and non-economic damages;
- 18 b. Court costs, attorneys' fees, and expert fees and costs to the extent recoverable;
- 19 c. Pre- and post-judgment interest at the highest rate allowed by law; and
- 20 d. Such other general and special relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a jury trial for all triable claims.

23 Dated: November 18, 2024

GOMEZ TRIAL ATTORNEYS


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Attorneys for Plaintiff