

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

<p>CHILDREN’S HEALTH DEFENSE, 1227 N Peachtree Parkway, Peachtree City, GA 30269, Plaintiff, v. BEECH-NUT NUTRITION COMPANY, One Nutritious Place, Amsterdam, NY 12010, Defendant.</p>	<p>Case No. _____</p> <p><u>COMPLAINT</u></p> <p><u>DEMAND FOR JURY TRIAL</u></p>
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On behalf of itself and the general public, Plaintiff Children’s Health Defense brings this action against Beech-Nut Nutrition Company (“Beech-Nut”), about the representation of Beech-Nut Naturals-brand baby food as “100% natural,” when the baby food contains residues of the synthetic pesticides including glyphosate, acetamiprid, and captan. Plaintiff alleges the following based upon information, belief, and the investigation of its counsel.

INTRODUCTION

1. In a world awash with industrially-manufactured chemicals, consumers increasingly are willing to pay premiums for “natural” products, particularly when it comes to the food purchases that they and their families will ingest. This is especially true with respect to baby food.

2. Due to such concerns about food safety and nutrition, parents are increasingly considering how commercially produced baby foods are grown, processed, and prepared, to prevent their babies from ingesting potentially harmful—if not, toxic—ingredients.

3. Sales of baby food have dropped dramatically in the United States over the past 10 to 15 years. Parents, as consumers, are increasingly concerned with controlling what goes into the

food their young children are eating, and to protect their babies from harmful ingredients that could have deleterious effects on a child’s development, a concern borne out by developmental science which recognizes the heightened toxic effects of chemicals on post-natal and growing children.

4. In 2014, “hoping to reverse [the diminishing baby food sales] trend,” Beech-Nut introduced its Beech-Nut Naturals (“Naturals”) line of baby foods.¹ According to Beech-Nut, the Naturals line “is the result of research that showed that moms are leaving the baby food aisle because their needs aren’t being met. Instead, many moms are increasingly making baby food at home, where they feel more confident that the ingredients are simple, wholesome and real.”²

5. The Naturals product line includes these varieties of baby food, which are the products at issue in this case (collectively, the “Products”):

- i. Just Apples;
- ii. Apple & Pumpkin;
- iii. Apple, Cinnamon & Granola; and
- iv. Just Mango, Apple & Avocado.³

6. As of April 2019, Beech-Nut marketed the Products by representing that “we make it like you make it. Just gently-cooked, real ingredients go into our jars” and “Just the stuff ... you need. Nothing extra or unnecessary.”⁴

7. As of July 2019, Beech-Nut markets the Products by representing “real food for all,” “real, simple ingredients,” and that they “conduct over 20 rigorous tests on our purees, testing

¹ Stephanie Strom, *As Parents Make Their Own Baby Food, Industry Tries to Adapt*, N.Y. Times (Apr. 25, 2014), <https://www.nytimes.com/2014/04/26/business/as-parents-make-their-own-industry-tries-to-adapt.html>.

² Beech-Nut Nutrition Co., *Beech-Nut Launches New Baby Food Line Completely Inspired by Homemade*, Bus. Wire (Apr. 1, 2014, 9:00 AM), <https://www.businesswire.com/news/home/20140401005485/en/Beech-Nut-Launches-New-Baby-Food-Line-Completely>.

³ Beech-Nut uses the representations “100% natural” and “just” across much of its Naturals product line. Plaintiff reserves the right to add or remove products to the definition of relevant “Products” as used in this Complaint as they become known.

⁴ *Our Story*, Beech-Nut Nutrition Co., <https://www.beechnut.com/our-story/> (last visited Apr. 5, 2019).

for up to 255 pesticides.”⁵ They also represent that they are “going above and beyond the ‘standard’” with regards to pesticide presence.⁶

8. Beech-Nut labels the Products as “100% natural” and purports to list on its website the exact percentage of each ingredient in the Products.



Nutrition Facts	
Serving Size 1 Jar (113g)	
Amount Per Serving	
Calories 60	
Total Fat 0g	
Trans Fat 0g	
Sodium 0mg	
Potassium 105mg	
Total Carbohydrate 15g	
Dietary Fiber 2g	
Sugars 14g	
Protein <1g	
% Daily Value	
Protein Not a significant source of protein	
Vitamin A 2%	Vitamin C 2%
Calcium 0%	Iron 2%

Ingredients: 100% Apples.



Nutrition Facts	
Serving Size 1 Jar (113g)	
Amount Per Serving	
Calories 60	
Total fat 0g	
Trans fat 0g	
Sodium 0mg	
Potassium 110mg	
Total carb. 15g	
Fiber 2g	
Sugars 9g	
Protein <1g	
% Daily Value	
Protein 0%	
Vitamin A 2%	Vitamin C 2%
Calcium 2%	Iron 8%

Ingredients: 74.4% apples, 20% water, 4% oats, 1% barley flakes, 0.5% amaranth flour, 0.1% cinnamon.
Contains Wheat

⁵ *Our Story*, Beech-Nut Nutrition Co., <https://www.beechnut.com/our-story/> (last visited Jul. 8, 2019).

⁶ *Food Quality & Safety*, Beech-Nut Nutrition Co., <https://www.beechnut.com/food-quality-safety/> (last visited Jul. 8, 2019).



Nutrition Facts

1 servings per container	
Serv. size	1 Jar (113g)
Amount per serving	
Calories	50
% Daily Value	
Total Fat 0g	0%
Sat. Fat 0g	
Trans Fat 0g	
Cholest. 0mg	
Sodium 0mg	
Total Carb. 13g	14%
Fiber 2g	
Total Sugars 10g	
Includes 0g Added Sugars	
Protein <1g	not a significant source of protein
Vit. D 0mcg	0%
Calcium 14mg	6%
Iron 1.1mg	10%
Potas. 173mg	25%

Ingredients: 60.5% fresh apples, 38.9% pumpkin, 0.5% lemon juice concentrate, 0.1% cinnamon.



Nutrition Facts

1 servings per container	
Serv. size	1 Jar (113g)
Amount per serving	
Calories	100
% Daily Value	
Total Fat 1g	4%
Sat. Fat 0g	
Trans Fat 0g	
Cholest. 0mg	
Sodium 0mg	
Total Carb. 22g	23%
Fiber 3g	
Total Sugars 17g	
Includes 0g Added Sugars	
Protein <1g	not a significant source of protein
Vit. D 0mcg	0%
Calcium 12mg	4%
Iron 1.1mg	10%
Potas. 218mg	30%

Ingredients: 65% mango, 30% fresh apples, 5% avocado.

9. Unfortunately, Beech Nut Naturals baby foods in fact contain unnatural chemicals, including acetamiprid, captan, and glyphosate, known in the everyday press (and increasingly in the nation's courtrooms) by its trade name of Roundup. In short, notwithstanding their best intentions in paying extra for a supposedly "natural" product for their children, consumers are unknowingly purchasing baby food with synthetically-produced chemicals suspected by consumers to be highly toxic. While the levels of these chemicals may be small, consumers should not have been misled about the most material aspect of the product they were purchasing. Accordingly, Beech-Nut, in misrepresenting the characteristics of its Products by labelling them as "100% natural," has engaged in false and deceptive marketing practices, undoubtedly all with the eye to the premium profits to be obtained from marketing the baby food as "natural."

10. Beech-Nut's material misrepresentations and omissions specifically violate the District of Columbia Consumer Protection Procedures Act ("DC CPPA"), D.C. Code §§ 28-3901, *et seq.*

11. In order to rectify Beech-Nut's wrongful practices and to compel the company to cease those practices, Plaintiff Children's Health Defense brings this unlawful trade practices case on behalf of itself, its members, and the general public, seeking relief including an injunction to stop the deceptive marketing and sale of the Products.

JURISDICTION AND VENUE

12. This Court has personal jurisdiction over the parties.

13. This Court has personal jurisdiction over Beech-Nut under D.C. Code § 13-423. Beech-Nut has sufficient minimum contacts with the District of Columbia to establish personal jurisdiction over it because Beech-Nut is engaged in deceptive schemes and acts directed at persons residing in, located in, or doing business in the District of Columbia, or otherwise purposefully

avails itself of the laws of the District through its marketing and sales of the Products in the District. Substantial acts in furtherance of the alleged improper conduct, including the dissemination of misleading information regarding the nature and characteristics of the Products, occurred within this District. The Products are available for purchase at retail stores in the District of Columbia.

14. This Court has subject matter jurisdiction over this action under D.C. Code §§ 28-3905(k)(1)(B), (k)(1)(C), (k)(1)(D), and (k)(2).

PARTIES

15. Plaintiff Children's Health Defense is a 501(c)(3) non-profit organization headquartered in Peachtree, Georgia, that works to end the proliferation of chronic health conditions in children due to environmental toxin exposure.

16. Children's Health Defense seeks to educate the public about exposure to environmental toxins and potential toxins, expose misinformation about their prevalence and sources, and advocate for policies that help to prevent the use of such substances in products.

17. Among the substances that Children's Health Defense focuses on are pesticides.

18. By commencing this action, Plaintiff Children's Health Defense is acting for the benefit of the general public as private attorneys general under D.C. Code § 28-3905(k)(1). Plaintiff Children's Health Defense is a non-profit organization under D.C. Code § 28-3901(a)(14) and a public-interest organization under D.C. Code § 28-3901(a)(15).

19. Plaintiff Children's Health Defense purchased the following varieties of the Products within the District of Columbia in order to test or evaluate their qualities as labeled:

- i. Plaintiff purchased the Just Apples; Apple & Pumpkin; Apple, Cinnamon & Granola; and Just Mango, Apple & Avocado varieties of the Products on

April 29, 2019, at the Safeway located at 6500 Piney Branch Road NW, Washington, D.C. 20012;

- ii. Plaintiff purchased the Just Apples; Apples, Cinnamon & Granola; and Just Mango, Apple & Avocado varieties of the Products on April 29, 2019, at the Safeway located at 33830 Georgia Avenue NW, Washington, D.C. 20011; and
- iii. Plaintiff purchased the Apples, Cinnamon & Granola; Apple & Pumpkin; and Just Mango, Apple & Avocado varieties of the Products on April 29, 2019 at the Walmart located at 5929 Georgia Avenue NW, Washington, D.C. 20001.

20. All of these samples were sent to an independent laboratory for testing.

21. Defendant Beech-Nut is a corporation incorporated under the laws of the State of Delaware, with its principal place of business in Amsterdam, New York.

22. Defendant Beech-Nut is, and at all relevant times has been, engaged in commercial transactions throughout the District of Columbia.

23. Defendant Beech-Nut produces and/or causes the production of the Products and markets and distributes the Products in retail stores in the District of Columbia and throughout the United States.

24. Upon information and belief, Defendant Beech-Nut has caused harm to the general public of the District of Columbia.

FACTUAL ALLEGATIONS

A. Beech-Nut Labels and Markets the Products as “100% Natural.”

25. In marketing the Products to consumers, specifically to parents of babies and young children, Beech-Nut relies heavily on representations that the Products are “100% natural” and

contain only the substances that Beech-Nut describes. As addressed at paragraphs 1 through 3, above, parents as consumers are increasingly concerned about the purity and naturalness of the foods that they serve their children, especially babies.

26. Not only do the labels identify the Products as “100% natural,” the lids on the product jars are also labeled with “100% natural” around the brim.

27. Many of the Product varieties include the word “just” as a descriptor on their label, stylized for emphasis (E.g., “*just* apples,” “*just* carrot, corn & pumpkin”), leading consumers to the reasonable assumption that there are no other ingredients in the Products, and most assuredly to believe that there are no unnatural chemicals included.

28. Further, Beech-Nut distributes promotional videos such as “Ask a Baby: Food So Simple a Baby Can Tell You™.” In “Ask a Baby,” babies are shown on a farm in Sodus, New York, which Beech-Nut indicates is the place (or one of the places) where it sources the apples used in the Products. Babies are depicted putting their mouths on freshly picked apples which have not been washed, giving the unmistakable impression that the apples sourced by Beech-Nut are pure and do not contain anything that parents, particularly those shopping for “natural” foods, would not want their babies to eat.⁷

29. Beech-Nut also purports to identify on its website the exact percentage of each ingredient in Naturals products.⁸ For example, the ingredients in the Just Apples variety of the Products is listed as “100% fresh apples”⁹ and the ingredients of the Apples, Cinnamon & Granola

⁷ Beech-Nut Nutrition Co., *Ask a Baby: Food So Simple a Baby Can Tell You™*, YouTube (Nov. 6, 2018), https://www.youtube.com/watch?v=_Ga-VmiKsQA.

⁸ Elizabeth Crawford, *Allegations of Misleading Baby Food Labels Spurs Changes in Market*, FoodNavigator (last updated June 3, 2015), <https://www.foodnavigator-usa.com/Article/2015/06/03/Allegations-of-misleading-baby-food-labels-spurs-changes-in-market>.

⁹ *Naturals Just Apples Jar*, Beech-Nut Nutrition Co., <https://www.beechnut.com/product/naturals-just-apples-jar/> (last visited Jul. 8, 2019).

variety are listed as “74.4% apples, 20% water, 4% oats, 1% barley flakes, 0.5% amaranth flour, 0.1% cinnamon.”¹⁰

30. Further, Beech-Nut advertises in television commercials geared toward parents of babies and young children that its baby food is “jarred ... with nothing artificial,”¹¹ while the Beech-Nut website contains statements such as “Real food. Nothing else”;¹² “we make it like you make it. Just gently-cooked, real ingredients go into our jars”;¹³ “Just the stuff is all you need. Nothing extra or unnecessary.”¹⁴

31. The Beech-Nut website also features a “frequently asked questions” section, which provides the following answer to the question “What does ‘100% natural’ mean?”: “At Beech-Nut we make foods for babies using simple, all-natural ingredients from places that nurture their fruits and vegetables and care about their quality. We never use artificial preservatives—nobody really needs modified starch, salt or harsh spices, especially babies. ... *We’re not fans of pesticides*; our internal standards are significantly stricter than federal requirements.”¹⁵ (emphasis added).

32. These statements, as well as the wording on the Products themselves, are all intended to, and have the natural tendency to, induce parents to purchase the Products and to provide solace to parents into believing that the “natural” baby food they buy will be the least potentially harmful for their growing and new-born children.

¹⁰ *Naturals Apple, Cinnamon & Granola Jar*, Beech-Nut Nutrition Co., <https://www.beechnut.com/product/naturals-apple-cinnamon-granola-jar/> (last visited Jul. 8, 2019).

¹¹ *Turn the Labels Around* (Beech-Nut Nutrition Co. 2017), available at <https://www.ispot.tv/ad/A9Om/beechnut-turn-the-labels-around#>.

¹² Beech-Nut Nutrition Co., <https://www.beechnut.com> (last visited Jul. 8, 2019).

¹³ Beech-Nut Nutrition Co., *Our Story*, *supra* note 4.

¹⁴ *Id.*

¹⁵ *Frequently Asked Questions*, Beech-Nut Nutrition Co., <https://www.beechnut.com/frequently-asked-questions/> (last visited Jul. 8, 2019).

B. Representations That Baby Food Is “100% Natural” Are Material to Parents.

33. Per capita sales of baby food have dropped precipitously in the United States over the past 15 years.

34. According to Defendant Beech-Nut, “If you look at the per-baby amount of ounces consumed from the aisle, in 2005, a baby would consume on average 1,700 ounces. In 2012, that number was just less than 1,200 ounces.”¹⁶

35. Beech-Nut’s representations about the naturalness and transparency of the Products constitute a highly deliberate attempt to increase Beech-Nut’s sales to parents of infants and babies, based on evidence that consumers value such attributes.

36. Beech-Nut conducted qualitative and quantitative consumer studies of over 2,000 moms, concluding that “moms seek ‘real food’ with ‘clean’ ingredient labels. They want to know what’s in the jar and where it comes from.”¹⁷ According to Beech-Nut’s research, the drop in sales of baby food has occurred because “many moms are increasingly making baby food at home, where they feel more confident that the ingredients are simple, wholesome and real.”¹⁸

37. These trends among parents are consistent with consumers at large, who increasingly seek to buy natural foods. A recent Consumer Reports survey of 1,004 adult U.S. residents found, for example, that 59% of consumers now check to see if their food is natural when shopping.¹⁹ A similar survey conducted by Nielsen revealed that nearly 30% of North American

¹⁶ Anne Marie Mohan, *Beech-Nut Becomes a Disruptive Force in Baby Food*, Packaging World (June 2, 2014), <https://www.packworld.com/article/food/baby/beechnut-becomes-disruptive-force-baby-food>.

¹⁷ Rick Lingle, *Beech-Nut Transforms Baby Food, Packaging and Itself*, Packaging Digest (Dec. 22, 2014), <https://www.packagingdigest.com/jars/beechnut-transforms-baby-food-packaging-and-itself-141222>.

¹⁸ Beech-Nut Nutrition Co., *Beech-Nut Launches New Baby Food Line Completely Inspired by Homemade*, *supra* note 2.

¹⁹ National Research Center, Consumer Reports, *Food Labels Survey 2* (2014), <http://www.panna.org/sites/default/files/ConsumerReportsFoodLabelingSurveyJune2014.pdf>.

consumers consider whether a food product has all-natural ingredients to be a “very important” attribute in making purchase decisions.²⁰

38. Consumers are also willing to pay more for foods that are natural. In one recent study, researchers found that U.S. consumers will pay 20% more on average for “natural” grocery products.²¹ Similarly, another recent survey indicated that 73% of U.S. consumers will pay a premium for natural food at least “some of the time,” with 22% willing to pay this premium “all of the time.”²²

39. In response, Beech-Nut has sought to rebrand itself as a purveyor of natural baby food that is “like what moms make in their own kitchens,”²³ hoping to reverse the “silent, pernicious trend” of parents making their own baby food at home,²⁴ by launching its Naturals line and marketing the Products aggressively.

C. The Products Contain Acetamiprid, Captan, and Glyphosate.

40. Tests conducted by independent laboratories using liquid chromatography mass spectrometry have revealed that the Products purchased by Plaintiff Children’s Health Defense contain residues of multiple synthetic pesticides.

41. The Just Apples variety contains:

- i. between .039 and .040 parts-per-million (ppm) of acetamiprid; and

²⁰ The Nielson Company, *We Are What We Eat: Healthy Eating Trends Around the World* (2015), <https://www.nielsen.com/content/dam/nielsen-global/eu/nielseninsights/pdfs/Nielsen%20Global%20Health%20and%20Wellness%20Report%20-%20January%202015.pdf>.

²¹ Julianna M. Butler & Christian A. Vossler, *What Is an Unregulated and Potentially Misleading Label Worth? The Case of “Natural”-labelled Groceries*, 70 *Envtl. and Res. Econ.* 545, 545 (2017).

²² Maria Steingoltz et al., *Consumer Health Claims 3.0: The Next Generation of Mindful Food Consumption*, Executive Insights (L.E.K. Consulting, Chicago, I.L.), Oct. 15, 2018, at 5, <https://www.lek.com/sites/default/files/insights/pdf-attachments/2051-Healthy-Food-Claims.pdf>.

²³ Beech-Nut Nutrition Co., *Beech-Nut Launches New Baby Food Line Completely Inspired by Homemade*, *supra* note 2.

²⁴Strom, *supra* note 1.

- ii. between .306 and .360 ppm of captan.
42. The Apples, Cinnamon & Granola variety contains:
- i. between .103 and .151 ppm of captan; and
 - ii. .up to .013 ppm of glyphosate.
43. The Apple & Pumpkin variety contains:
- i. up to .012 ppm of acetamiprid; and
 - ii. between .177 and .233 ppm of captan.
44. The Just Mango, Apple & Avocado variety contains:
- i. up to .012 ppm of acetamiprid; and
 - ii. up to .414 ppm of captan.
45. Acetamiprid is a neonicotinoid insecticide. Neonicotinoids are a class of synthetic insecticides chemically related to nicotine. Neonicotinoids were developed in the 1990s in response to the increasing resistance of insects to traditional pesticides.
46. Acetamiprid is created by substituting the amino hydrogens of the carboxamide acetamidine with a (6-chloropyridin-3-yl) methyl and methyl group and the hydrogen attached to the imino nitrogen of acetamidine with a cyano group.
47. Acetamiprid is not a natural substance.
48. Captan is a synthetic chloroalkyl thio fungicide introduced in 1949 by the Standard Oil Development Company.
49. Captan is formed by reacting tetrahydrophthalimide, synthesized from maleic anhydride butadiene and ammonia, with perchloromethylmercaptan.
50. Captan is not a natural substance.

51. Glyphosate is a synthetic biocide invented by the agrochemical and agricultural biotechnology corporation Monsanto, which began marketing the herbicide in 1974 under the trademark Roundup.

52. Glyphosate is derived from the amino acid glycine. To create glyphosate, one of the hydrogen atoms in glycine is artificially replaced with a phosphonomethyl group.

53. Glyphosate is not a natural substance.

D. Reasonable Consumers Understand “Natural” Foods to Be Free from Pesticides.

54. Surveys show that reasonable consumers expect “natural” foods to be free from pesticides.

55. A 2014 Consumer Reports survey, for example, found that 66% of Americans believe that a “natural” label on food means that no pesticides were used in the production of that food.²⁵

56. Similarly, nearly 40% of respondents in a recent survey conducted by an agricultural economist indicated that they understand “natural” food to mean food that contains no pesticide residues.²⁶

57. Reasonable parents who are consumers of baby food, would not expect that the Products contain residues of acetamiprid, captan, and glyphosate, when the Products are labeled “100% natural” and are promoted as containing “Real food. Nothing else.” Moreover, the presence of *any* amount of pesticide residues is evidence of the *use* of such pesticides in the production of the Products, which further runs contrary to consumer expectations for “natural” food. *See supra*

¶ 54.

²⁵ National Research Center, *supra* note 16, at 8.

²⁶ Jayson L. Lusk, *Consumer Perceptions of Healthy and Natural Food Labels* 21 (Jan. 15, 2019), https://static1.squarespace.com/static/502c267524aca01df475f9ec/t/5c4df49440ec9a53af435ab4/1548612761167/report_revised.pdf.

58. Reasonable parents who are consumers of baby food also would not expect that the Products contain such residues, when many of the baby foods are labeled and advertised as containing “*just*” specific fruits and vegetables.

59. Accordingly, notwithstanding their best intentions in paying extra for a supposedly “natural” product for their children, consumers are unbeknownst purchasing baby food with synthetically-produced chemicals suspected by consumers of being highly toxic.

CAUSE OF ACTION

60. Plaintiff incorporates by reference all the allegations in the preceding paragraphs of this Complaint as if fully set forth herein.

61. Plaintiff brings this claim on behalf of itself and the general public against Defendant Beech-Nut under D.C. Code §§ 28-3905(k)(1) and 28-3905(k)(2), for violations of the District of Columbia Consumer Protection Procedures Act (DC CPPA), D.C. Code § 28-3901, *et seq.*

62. Defendant Beech-Nut is a “person” within the meaning of D.C. Code § 28-3901(a)(1), is a merchant under § 28-3901(a)(3), and provides “goods” within the meaning of § 28-3901(a)(7).

63. The foregoing wrongful and deceptive acts and practices alleged by Beech-Nut’s actions in its sale and promotion of its Natural baby foods, including by representing the Products as “100% natural” and “*just*” specific fruits and vegetables despite the presence of the unnatural chemicals acetamiprid, captan, and/or glyphosate, constitute:

- i. representations that the Products have a source, certification, characteristics, ingredients, and benefits they do not have, and representations that the

Products are of a particular standard, quality, or grade when they are of another, in violation of D.C. Code §§ 28-3904(a), (d); (2);

- ii. misrepresentations of material facts with a tendency to mislead, and the use of ambiguity as to a material facts that have a tendency to mislead in violation of D.C. Code §§ 28-3904(e), (f-1); and
- iii. failures to state material facts when such failures have a tendency to mislead in violation of D.C. Code § 28-3904(f).

64. The DC CPPA makes such conduct unlawful trade practices “whether or not any consumer is in fact misled, deceived, or damaged thereby.” D.C. Code § 28-3904.

65. Under D.C. Code § 28-3905(k)(1)(C), “[a] nonprofit organization may, on behalf of itself or any of its members, or on any such behalf and on behalf of the general public, bring an action seeking relief from the use of a trade practice in violation of a law of the District, including a violation involving consumer goods or services that the organization purchased or received in order to test or evaluate qualities pertaining to use for personal, household, or family purposes.”

66. Plaintiff is a nonprofit organization under D.C. Code § 28-3905(k)(1)(C) that on or about April 29, 2019 purchased Products to test or evaluate their qualities.

67. Any consumer has the right to bring an action for redress of Beech-Nut’s unlawful behavior, *see* D.C. Code § 28-3905(k)(1)(A), and the statute does not limit consumer plaintiffs according to whether they purchased the product at issue. Nevertheless, as alleged in this Complaint, the Products are marketed and sold in the District, *see supra* ¶¶ 13, 23, and consumers within the District have purchased these Products under the misrepresentations made by Beech-Nut. Therefore, a variety of purchasing and non-purchasing consumers could bring an action against Beech-Nut based on the misrepresentations and omissions described in this Complaint.

68. Under D.C. Code § 28-3905(k)(1)(D)(i), “a public interest organization may, on behalf of the interests of a consumer or a class of consumers, bring an action seeking relief from the use by any person of a trade practice in violation of a law of the District if the consumer or class could bring an action under subparagraph (A) of this paragraph for relief from such use by such person of such trade practice.”

69. Plaintiff is a public-interest organization under D.C. Code § 28-3905(k)(1)(D) and sues on behalf of consumers who could sue under D.C. Code § 28-3905(k)(1)(A).

70. Through §§ 28-3905(k)(1)(C) and (k)(1)(D)(i), the DC CPPA allows for non-profit organizational standing and public interest organizational standing to the fullest extent recognized by the D.C. Court of Appeals in its past and future decisions addressing the limits of Constitutional standing under Article III.

71. Plaintiff Children’s Health Defense is a “person” within the meaning of D.C. Code § 28-3901(a)(1), a “non-profit organization” within the meaning of § 28-3901(a)(14), and a “public interest organization” within the meaning of § 28-3901(a)(15).

72. Plaintiff Children’s Health Defense brings this claim for Defendant Beech-Nut’s violation of the DC CPPA, D.C. Code § 28-3901 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Children’s Health Defense prays for judgment against Defendant Beech-Nut and requests the following relief:

- A. a declaration that Defendant Beech-Nut’s conduct violates the DC CPPA;
- B. an order enjoining Defendant Beech-Nut’s conduct which violates the DC CPPA, and requiring corrective advertising;
- C. an order granting Plaintiff Children’s Health Defense costs and disbursements, including reasonable attorneys’ fees and expert fees, and prejudgment interest at the maximum rate allowable by law; and

D. such further relief, including equitable relief, as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff Children's Health Defense demands a trial by jury.

DATED: July 8, 2019



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Attorneys for Plaintiff

**Pro hac to be filed*

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

CHILDREN'S HEALTH DEFENSE

Case Number: _____

vs

Date: July 8, 2019

BEECH-NUT NUTRITION COMPANY

One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> Kim Richman	Relationship to Lawsuit
Firm Name: Richman Law Group	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: 718 705 4579	<input type="checkbox"/> Self (Pro Se)
Six digit Unified Bar No.: 1022978	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | Over \$25,000 Pltf. Grants Consent | Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | Under \$25,000 Pltf. Grants Consent | Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration
Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,
Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input checked="" type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile,
Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |



Attorney's Signature

July 8, 2019

Date