

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

DISTRICT OF COLUMBIA,
a municipal corporation
441 4th Street, N.W.
Washington, D.C. 20001,

Plaintiff,

v.

BEECH-NUT NUTRITION COMPANY,
One Nutritious Place
Amsterdam, N.Y. 12010,

Defendant.

Case No.:

JURY TRIAL DEMANDED

COMPLAINT FOR VIOLATIONS OF THE
CONSUMER PROTECTION PROCEDURES ACT

The District of Columbia, by the Office of the Attorney General (the “District”), brings this action against Defendant Beech-Nut Nutrition Company (“Beech-Nut” or “Defendant”) for its misrepresentations and omissions in the marketing and sale of baby food products that constitute ongoing violations of the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* In support of its claims, the District states as follows:

INTRODUCTION

1. Beech-Nut manufactures one of the most recognizable brands of baby food products in the United States. Beech-Nut has cultivated an image with the public of producing high quality, nutritious, and safe products for infants and toddlers, whose food intake is critical to their well-being and full development.

2. Beech-Nut markets its baby food through its trademarked slogan “real food for babies.” It reassures parents of the safety of its products through the use of words and phrases in its marketing and advertising such as “natural,” “naturals,” “100% natural,” “organics,” “*just* sweet potatoes” (as an example), “non-GMO project verified,” and “nothing artificial added.” It also represents that its baby food does not contain harmful ingredients, assuring parents on its website that its baby foods “are free from artificial preservatives, colors and flavor,” and that it “conduct[s] over 20 rigorous tests on our purees, testing for up to 255 pesticides and heavy metals (like lead, cadmium, arsenic and other nasty stuff).” It asserts that it is “aware of no higher standards in the industry than the ones we employ,” and that “[j]ust like you would, we send the produce back if it’s not good enough.”

3. The reality is quite different. Multiple studies over recent years have found high levels of toxic heavy metals in Beech-Nut’s baby foods. For example, on February 4, 2021, the U.S. House of Representatives Subcommittee on Economic and Consumer Policy, Committee on Oversight and Reform (the “Subcommittee”), issued a detailed report (the “Congressional Report”) finding that Beech-Nut’s baby food contained harmful levels of toxic heavy metals, and that Beech-Nut knowingly sold these harmful baby food products anyway.

4. Toxic heavy metals—including inorganic arsenic, lead, cadmium, and mercury—are neurotoxins that are harmful to a baby’s developing brain and nervous system. The consensus of medical and scientific opinion is that early exposure to toxic heavy metals can have irreversible long-term effects, including endangering infant neurological development and brain function.

5. Beech-Nut has violated and continues to violate the CPPA through its misrepresentations and omissions relating to:

- The safety of its baby food products;
- The presence and danger of unacceptably-high levels of toxic heavy metals in its products;
- Its failure to test its finished baby food products for levels of toxic heavy metals instead of testing only individual product ingredients;
- Its failure to test some of its ingredients and finished products for certain toxic heavy metals such as mercury; and
- Its establishment of the highest internal toxic heavy metal standards in the industry and its failure to abide by those excessively-high toxic heavy metal standards in the production and sale of its baby food products.

6. The District brings this action to stop Beech-Nut from engaging in these and similar violations of the CPPA, to obtain restitution damages for parent-consumers and their children, and to obtain civil penalties to deter future misconduct by Beech-Nut and others.

JURISDICTION AND PARTIES

7. This Court has jurisdiction over the subject matter of this case pursuant to D.C. Code §§ 11-921 and 28-3909.

8. This Court has personal jurisdiction over Defendant Beech-Nut pursuant to D.C. Code § 13-423(a).

9. Plaintiff District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

10. Defendant Beech-Nut is a corporation incorporated in Delaware with its headquarters at One Nutritious Place, Amsterdam, New York 12010. Defendant Beech-Nut designs, formulates, manufactures and/or causes the manufacture of baby food products, and advertises, markets, promotes, distributes, and sells baby food products under the brand name Beech-Nut in the District.

FACTUAL ALLEGATIONS

I. Exposure to Toxic Heavy Metals is Especially Dangerous for Babies.

11. The Department of Health and Human Services' Agency for Toxic Substances and Disease Registry, the U.S. Food and Drug Administration (the "FDA"), and the World Health Organization (the "WHO") have declared heavy metals, such as arsenic, lead, cadmium, and mercury, to be dangerous to human health. Exposure to these four neurotoxins diminishes quality of life, reduces academic achievement, and disturbs behavior, with profound consequences for the welfare and productivity of entire societies.

12. Babies and toddlers are particularly vulnerable to higher levels of toxins in their food due to their smaller size and developing brains and organ systems. Toxic heavy metals have a disproportionate adverse effect on the developing minds and bodies of babies and young children.

13. Exposure to even small amounts of toxic heavy metals at an early age may increase the risk of harm to the developing infant mind, brain, cardiovascular system, and immune system. It can also lead to lower IQ or behavioral disorders like attention deficit hyperactivity disorder ("ADHD"). Because toxic heavy metals can remain in the body for years, consumption of even small amounts over time can also increase the risk of bladder, lung, and skin cancer, and Type 2 Diabetes, among other conditions.

14. Medical professionals and scientists agree that the effects of early exposure to

toxic heavy metals may be impossible to reverse. For example, researchers at Duke University studied 565 adults who had their lead levels measured as children; those with high childhood exposure had IQ levels 4.25 points lower, on average, than those with lower childhood lead levels.

II. Beech-Nut Markets Its Baby Food as Safe and Reassures Parents that Its Products Are Healthy and Nutritious.

15. Tens of millions of parents entrust food manufacturers, including Beech-Nut, to provide their babies with much of the solid food they will eat during their first years of life. In 2018, more than 90 percent of parents with children three and under indicated in a survey that they purchase manufactured baby foods. Around 40 percent of these parents occasionally purchase organic food for their children, specifically to avoid lead, arsenic, and other heavy metals.

16. To capture the market of parent-consumers who will pay more for baby food they believe to be healthy, natural, non-toxic, and free of heavy metals, Beech-Nut developed a “safe” and “natural” brand marketing image for its baby food products. *See* Beech-Nut, *Food Quality & Safety*, <https://www.beechnut.com/food-quality-safety/> (last visited April 20, 2021) (“We know moms, dads, and caregivers depend on our commitment to safety and quality to help keep their children thriving”).

17. Beech-Nut cultivates the image of manufacturing nutritious, impurity-free, and *safe* baby food—the kind of company whose products can be trusted—stating on its website: “Beech-Nut® has been . . . making baby food since 1931[.] Making high quality, safe, and nutritious foods for babies and toddlers will always be our #1 priority.”¹ Beech-Nut’s website also reassures that, “[a]s parents ourselves, [Beech-Nut is] proud to feed our own children

¹ Beech Nut, *Our Story*, <https://www.beechnut.com/our-story/> (last visited April 20, 2021).

Beech-Nut products and have taken the responsibility to provide safe, nutritious food as our highest purpose for over 130 years.”²

18. Beech-Nut prominently advertises its baby food products using its trademarked slogan “real food for babies.”



19. Beech-Nut represents that its baby food does not contain harmful ingredients and is healthy through the use of words and phrases such as: “natural,” “naturals,” “100% natural,” “organics,” “just sweet potatoes” (as an example), “non-GMO project verified,” and “nothing artificial added.”



1 - Beech-Nut Naturals® Purees line, which includes 24 different types of purees of fruits and vegetables



2 - Beech-Nut® Organics, which includes 16 different types of purees of fruits, vegetables and grains



3 - Beech-Nut® Purees, which includes 24 different purees of fruit, vegetables, broth, meats and grains

20. Beech-Nut advertises and markets its baby food products as appropriate for consumption by babies at the various “stages” of their development, representing that specific foods have been specially designed for babies in specific age ranges. For example, Beech-Nut warrants that “Stage 1” food is appropriate for infant consumption “From about four months” and “Stage 2” is appropriate for infant consumption “From about 6 months.”

² Beech-Nut, *Food Quality & Safety*, <https://www.beechnut.com/food-quality-safety/> (last visited April 20, 2021).

21. Beech-Nut heavily advertises that it has very high standards for product safety testing. For example, Beech-Nut specifically and repeatedly reassures parents on its website that the company tests for toxic heavy metals in its products. Indeed, Beech-Nut explains that they “test[] for up to 255 pesticides and heavy metals. Just like you would, we send the produce back if it’s not good enough.”³

22. Beech-Nut’s ‘safe and natural’ marketing works: Beech-Nut is the second largest brand of packaged baby food in the United States.

III. Beech-Nut’s Baby Food Products Contain Harmful Levels of Toxic Heavy Metals.

23. Contrary to both parent-consumers’ expectations and Beech-Nut’s representations, nearly every Beech-Nut product contains high levels of toxic heavy metals.

24. For example, in October 2019, Healthy Babies Bright Futures (“HBBF”), an alliance of nonprofit organizations, scientists, and donors, published the results of an independent study (the “HBBF Report”) testing 168 containers of baby food, including Beech-Nut’s baby food, for arsenic, lead, cadmium, and mercury. The research revealed the presence of harmful levels of all four toxic heavy metals in some of Beech-Nut’s baby foods.

25. Similarly, on February 4, 2021, the U.S. House of Representatives Subcommittee released a report entitled “*Baby Foods Are Tainted with Dangerous Levels of Arsenic, Lead, Cadmium, and Mercury*” (the “Congressional Report”) finding that toxic heavy metals were present in significant levels in Beech-Nut’s baby foods.

26. Beech-Nut submitted to the Subcommittee its testing policies and test results for 57 individual baby food ingredients. As explained in detail below, the Congressional Report showed that Beech-Nut used ingredients in its baby food that contained arsenic, lead, and

³ Beech Nut, *Our Story*, <https://www.beechnut.com/our-story/> (last visited April 20, 2021).

cadmium. It also revealed that Beech-Nut does not even test for mercury, even though mercury had been previously found in Beech-Nut's baby food. In addition, it indicated that some of Beech-Nut's baby foods contained *several* toxic heavy metals, compounding the harmful effects resulting from each toxic heavy metal individually.

i. Arsenic

27. High levels of inorganic arsenic have been found in Beech-Nut's baby food. Exposure to arsenic can cause respiratory, gastrointestinal, hematological, hepatic, renal, skin, neurological and immunological effects, as well as damaging effects on the central nervous system. Arsenic can also cause cognitive deficits among school-age children exposed early in life.

28. Because of the risks associated with exposure to arsenic, the FDA has issued voluntary guidance levels for the allowable amount of inorganic arsenic in infant rice cereal at 100 parts per billion ("ppb") in August 2020. The FDA also set standards for arsenic at 10 ppb in bottled water, and issued a draft guidance for industry recommending an action level of 10 ppb arsenic in apple juice.

29. Beech-Nut, however, set an internal limit of 3,000 ppb inorganic arsenic for certain ingredients. Beech-Nut used ingredients containing as much as 913.4 ppb arsenic and routinely used ingredients that exceeded 300 ppb total arsenic—including high-arsenic additives to provide "crumb softness" to certain products. In its tested baby food products, Beech-Nut used at least 45 ingredients containing over 100 ppb arsenic.

ii. Lead

30. High levels of lead have also been found in Beech-Nut's baby food. Lead is a carcinogen and developmental toxin that can seriously harm children's brains and nervous systems. Childhood exposure to lead is associated with behavioral problems, decreased cognitive

performance, delayed puberty, and reduced post-natal growth. The cognitive effects caused by early childhood exposure to lead appear to be permanent.

31. Health experts, including the American Academy of Pediatrics, argue that lead in food and drinks that babies and children consume should not exceed 1 ppb.

32. Beech-Nut set an internal limit of 5,000 ppb for lead in certain ingredients, which far surpasses any health guidance in existence. While the FDA set the maximum allowable level of lead in bottled water at 5 ppb, Beech-Nut sold baby food products with ingredients that tested as high as 886.9 ppb lead. Beech-Nut also used 57 ingredients that contained over 20 ppb lead, the European Union's (the "EU") standard for lead in infant formula. Beech-Nut's inventory included 89 ingredients that tested at or over 15 ppb lead, the Environmental Protection Agency's (the "EPA") action level for drinking water, and 483 ingredients that tested at or over 5 ppb lead, the FDA's standard for lead in bottled water.

iii. Cadmium

33. High levels of cadmium have been found in Beech-Nut's baby food. Cadmium, like lead, causes harm at even low levels of exposure. Exposure to cadmium is linked to neurotoxicity, cancer, and kidney, bone, and heart damage. Scientists have reported a tripling of risk for learning disabilities and special education among children with higher cadmium exposures, at levels common among U.S. children.

34. The EPA set a maximum cadmium level of 5 ppb in drinking water; the WHO set a limit of 3 ppb for cadmium in drinking water; and the FDA set a limit of 5 ppb in bottled water. The EU has set a limit ranging from 5 to 20 ppb cadmium in baby formula. By contrast, Beech-Nut set an internal limit of 3,000 ppb for cadmium in certain ingredients, including additives such as vitamin pre-mix.

35. Beech-Nut baby foods use 105 ingredients that have tested over 20 ppb cadmium.

Some ingredients tested much higher, including cinnamon with up to 344.55 ppb cadmium which is more than 17 times higher than the EU's upper limit on cadmium in baby food.

iv. Mercury

36. Exposure to mercury increases the risks of nerve damage, muscle weakness, lack of coordination, and impaired vision and hearing. Exposure has been linked to lower IQ scores and intellectual disabilities. Mercury exposure at two and three years of age has been associated with autistic behaviors among pre-school aged children.

37. As early as 1997, the EPA issued a report to Congress that detailed the health risks of exposure to mercury. Recognizing the harm caused by ingestion of mercury, the EPA has capped mercury in drinking water at 2 ppb.

38. Beech-Nut tests neither its finished products nor the individual ingredients for mercury. Independent tests conducted by the non-profit HBBF, however, revealed that some of Beech-Nut's baby food contains mercury.

IV. Beech-Nut Knew of the Presence of High Levels of Toxic Heavy Metals in Baby Food, and Specifically in Its Baby Food Products.

39. Beech-Nut has been aware for years that its baby food contained high levels of heavy metals or other toxins. For example, public studies, including a study by Consumer Reports in 2012 and another study by HBBF in 2017, found high levels of arsenic in Beech-Nut's infant rice cereal; a Consumer Reports study in 2018 found levels of cadmium, lead, and inorganic arsenic in Beech-Nut products; and an Environmental Defense Fund study in 2017 identified levels of lead in Beech-Nut's baby food.

40. Indeed, with regard to the Environmental Defense Fund Report of 2017, Beech-Nut published a response on its website "reassur[ing] parents that Beech-Nut's real foods for babies are dependably safe, healthy and nutritious," and explaining that the report was based on

data from “before Beech-Nut introduced a completely new line of products and revamped our sourcing standards.” In March 2021, after the publication of the Congressional Report, Beech-Nut removed this response from its website.

41. Despite its knowledge of the existence of harmful levels of toxic heavy metals in baby food and in *its own products*, Beech-Nut continued to represent to parent-consumers that its products were safe and did not warn parent-consumers that its baby food products contained harmful levels of toxic heavy metals.

V. Beech-Nut Has Misrepresented the Safety of Its Products.

1. Beech-Nut Misrepresented the Safety of its Products Through its Marketing and Advertising.

42. Although Beech-Nut’s baby food contains high levels of toxic heavy metals, Beech-Nut’s packaging, marketing, and advertising misrepresent to consumers that Beech-Nut baby food products are natural, nutritious, and safe.

2. Beech-Nut Failed to Disclose to Consumers the Existence of Toxic Heavy Metals in Its Baby Food Products.

43. Beech-Nut did not warn consumers that there are high levels of toxic heavy metals in Beech-Nut’s baby foods. As of February 2021, following the publication of the Congressional Report, Beech-Nut’s website now informs consumers only that “[h]eavy metals are found naturally in our environment . . . and are therefore unavoidable in our general food supply.”⁴ Beech-Nut says nothing about the specific type or level of toxic heavy metals that can be found in its baby food products.

⁴ See Beech-Nut, *Food Quality & Safety*, <https://www.beechnut.com/food-quality-safety/> (last visited April 20, 2021).

44. For certain products, such as Beech-Nut’s “Organics Oatmeal Cereal Canister,” Beech-Nut informs consumers that the product is “60% daily value of iron” and “[f]ortified with 60% of baby’s daily value of iron.”⁵ Though Beech-Nut does inform consumers of the presence of a *beneficial* heavy metal – iron - it fails to inform consumers of the presence of *toxic* heavy metals such as inorganic arsenic, cadmium, lead, or mercury.



4 – Beech-Nut® Organics “Oatmeal” Cereal Canister for babies at “Stage 1.”

45. Beech-Nut failed to disclose to consumers the existence of harmful levels of toxic heavy metals in its baby food products and misled parent-consumers to believe that these products were safe for babies.

3. Beech-Nut Does Not Tell Consumers that It Tests Only Individual Ingredients, Not Finished Products.

46. Beech-Nut does not conduct testing of its finished baby food products for the presence of toxic heavy metals. The Congressional Report concluded that Beech-Nut has a policy of testing *only* the raw ingredients that go into its baby food products *and not* the finished baby food product that is sold to parent-consumers. That policy prevents Beech-Nut from even knowing the full extent of the danger presented by its products.

47. Testing only individual ingredients does not provide Beech-Nut with any indication of the actual levels of toxic heavy metals in its finished baby food products. Indeed, the commercial process of preparing finished baby foods can significantly increase the levels of toxic heavy metals contained within a product. A finished product may contain between 28% and

⁵ Beech-Nut, *Organics Oatmeal Cereal Canister*, <https://www.beechnut.com/product/organic-oatmeal-cereal-canister/> (last visited April 20, 2021).

93% higher levels of inorganic arsenic than when the ingredients are tested individually, due in part to the manufacturing process itself and to the additives present in the final products, including vitamin pre-mix.

48. For example, Beech-Nut set internal arsenic and cadmium standards for product additives, such as vitamin mix, at 3,000 ppb. Because Beech-Nut includes additives such as Vitamin/Mineral Pre-Mix that have high levels of toxic heavy metals to its finished products, but only tests its individual ingredients before the addition of these highly-toxic-metal additives, Beech-Nut's analysis of the presence of toxic metals in its individual ingredients has no correlation to the amount of toxic heavy metals that are in the untested finished product.

49. Beech-Nut failed to inform parents and consumers that it did not test the finished products and thus is not even aware of the level of harmful toxic heavy metals in its final baby food products. To the contrary, Beech-Nut makes misrepresentations to parents and consumers about the safety of its products and the quality of its testing for heavy toxic metals, despite failing to conduct such testing on finished products.

4. Beech-Nut Does Not Inform Consumers that it Fails to Test for Certain Toxic Heavy Metals Such as Mercury.

50. Beech-Nut tests neither its individual ingredients nor its finished product for mercury, despite published reports indicating that its baby foods have been found to contain significant levels of mercury, including the 2019 HBBF Report specifically finding mercury in some of Beech-Nut's baby foods.

51. Beech-Nut has failed to inform consumers that it does not test for mercury in either its ingredients or its finished products. To the contrary, Beech-Nut has misrepresented that its products are free from harmful ingredients.

5. Beech-Nut Fails to Inform Consumers that It Has the Highest Internal Toxic Heavy Metal Production Standards in the Industry.

52. Beech-Nut contends that it follows “strict standards”⁶ and that its products meet “food quality standards you can trust.”⁷ A past version of Beech-Nut’s website, deleted since publication of the Congressional Report, highlighted that Beech-Nut is “aware of no higher standards in the industry than the ones we employ.”

53. According to the Congressional Report, however, Beech-Nut has among the most lax standards in the industry for arsenic, lead, and cadmium (meaning it sets acceptable toxic heavy metal levels very high in its baby food production). Indeed, Beech-Nut set an internal limit of 3,000 ppb for inorganic arsenic and cadmium for certain ingredients, such as vitamin mix, and 5,000 ppb for lead for certain ingredients like BAN 800. These heavy toxic metal levels are the highest of any baby food manufacturer responding to the Subcommittee, making Beech-Nut the manufacturer with the most lax safety standards of the responding manufacturers.

54. Beech-Nut failed to inform consumers that it sets internal toxic heavy metal standards that are the highest in the industry and well above recognized safe limits. To the contrary, Beech-Nut has misrepresented that its products are free from harmful ingredients and subject to the strictest safety standards.

6. Beech-Nut Fails to Inform Consumers that it Does Not Abide by Its Own Excessively-High Toxic Heavy Metal Standards.

55. Not only does Beech-Nut set excessively-high internal standards for toxic heavy metals, it regularly allows products to be sold in excess of even those standards. For example, Beech-Nut set an internal limit for cadmium in dehydrated potato of 90 ppb. *See* Beech-Nut,

⁶ Beech Nut, *Frequently Asked Questions*, <https://www.beechnut.com/frequently-asked-questions/> (last visited April 20, 2021).

⁷ *See* Beech-Nut, *Food Quality & Safety*, <https://www.beechnut.com/food-quality-safety/> (last visited April 20, 2021).

Raw Material Heavy Metal Testing (Dec. 6, 2019),

<http://oversight.house.gov/sites/democrats.oversight.house.gov/files/4.xlsx>. Regardless, Beech-Nut sold baby food containing dehydrated potato with 119.6 ppb, 143.5 ppb, and 148.4 ppb cadmium, far surpassing its own internal limit.

56. Beech-Nut failed to inform consumers that it exceeded its own excessively-high internal toxic heavy metal standards. To the contrary, Beech-Nut misrepresented that its products are free from harmful ingredients.

57. Based on the statements, representations, and omissions made by Beech-Nut, Beech-Nut misleads parent-consumers into believing that its baby food products are safe, healthy, nutritious, made from the best ingredients, subject to strict quality control and testing practices, and are free of harmful levels of toxic heavy metals.

CLAIM FOR RELIEF

COUNT ONE

Misrepresentations and Omissions in Violation of the Consumer Protection Procedures Act

58. The District re-alleges and incorporates by reference paragraphs 1 through 57, as though fully set forth herein.

59. The CPPA is a remedial statute that is to be broadly construed. It establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased or received in the District of Columbia.

60. The baby food products that Defendant sells are for personal, household, or family purposes and, therefore, are consumer goods. D.C. Code § 28-3901(a). Defendant is a merchant because, in the ordinary course of business, it offers to sell or supply consumer goods. D.C. Code § 28-3901(a)(3).

61. The CPPA prohibits any person from engaging in unfair and deceptive trade

practices, including by:

- a. “represent[ing] that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have,” D.C. Code §28-3904(a);
- b. “represent[ing] that goods or services are of particular standard, quality, grade, style, or model, if in fact they are of another,” D.C. Code §28-3904(d);
- c. “misrepresent[ing] as to a material fact which has a tendency to mislead,” D.C. Code §28-3904(e);
- d. “fail[ing] to state a material fact if such failure tends to mislead,” D.C. Code §28-3904(f); and
- e. “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead,” D.C. Code §28-3904(f-1).

62. Defendant’s misrepresentations—including that: (i) its baby food products are healthy and safe for consumption by babies and toddlers, when in fact they contain high levels of toxic heavy metals; and (ii) its baby food products have undergone the highest-quality testing for toxic heavy metals, when in fact Beech-Nut does not test finished products but only ingredients, does not test for mercury, and sells products regardless of whether they exceed internal standards—are representations that goods have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have, and are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(a).

63. Defendant’s misrepresentations—including that: (i) its baby food products are healthy and safe for consumption by babies, when in fact they contain high levels of toxic heavy metals; and (ii) its baby food products have undergone the highest-quality testing for toxic heavy metals, when in fact Beech-Nut does not test finished products but only ingredients, does not test for mercury, and sells products regardless of whether they exceed internal standards—are representations that goods are of particular standard, quality, grade, style, or model, when, in

fact, they are of another, and are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(d).

64. Defendant's misrepresentations—including that: (i) its baby food products are healthy and generally safe for consumption by babies, when in fact they contain high levels of toxic heavy metals; and (ii) its baby food products have undergone the highest-quality testing for toxic heavy metals, when in fact Beech-Nut does not test finished products but only ingredients, does not test for mercury, and sells products regardless of whether they exceed internal standards—are misrepresentations concerning material facts that have a tendency to mislead consumers and are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(e).

65. Defendant's omissions—including Defendant's: (i) failure to disclose that its baby food products contain high levels of toxic heavy metals, the actual levels of the toxic heavy metals contained in its finished products, and the harmful effects of these toxic heavy metals; and (ii) failure to disclose that it does not test finished baby food products for toxic heavy metals, does not test for levels of mercury in its ingredients or finished products, has the most lax safety standards for toxic heavy metals, and sells finished products that contain toxic heavy metals in excess of internal standards for individual ingredients—concern material facts, the omission of which tended to mislead consumers, and constitute unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(f).

66. Defendant's misrepresentations—including that: (i) its baby food products are healthy and generally safe for consumption by babies, when in fact they contain high levels of toxic heavy metals; and (ii) its baby food products have undergone the highest-quality testing for toxic heavy metals, when in fact Beech-Nut does not test finished products but only ingredients,

does not test for mercury, and sells products regardless of whether they exceed internal standards— use and constitute ambiguities as to material facts that have the tendency to mislead consumers and are unlawful trade practices that violate the CPPA, D.C. Code § 28-3904(f-1).

PRAYER FOR RELIEF

WHEREFORE, the District of Columbia respectfully requests that this Court enter a judgment in favor of Plaintiff and grant relief against Defendant as follows:

- (a) Preliminarily or permanently enjoin Defendant, pursuant to D.C. Code § 28-3909(a), from violating the CPPA, and order appropriate remedial action, including corrective advertising;
- (b) Order Defendant to pay restitution and damages pursuant to D.C. Code § 28-3909(a) and (b) for Defendant's violations of the CPPA;
- (c) Order the payment of civil penalties as permitted by statute pursuant to D.C. Code § 28-3909(b), for Defendant's violations of the CPPA;
- (d) Award the District the costs of this action and reasonable attorney's fees pursuant to D.C. Code § 28-3909(b); and
- (e) Grant such further relief as the Court deems just and proper.

JURY DEMAND

The District of Columbia demands a trial by jury by the maximum number of jurors permitted by law.

Respectfully submitted,

Dated: April 21, 2021

KARL A. RACINE
Attorney General for the District of Columbia

KATHLEEN KONOPKA
Deputy Attorney General
Public Advocacy Division

JIMMY R. ROCK
Assistant Deputy Attorney General
Public Advocacy Division



BENJAMIN WISEMAN [1005442]
Director, Office of Consumer Protection
Public Advocacy Division
Office of the Attorney General
441 Fourth Street, N.W., Suite 600 South
Washington, D.C. 20001
Tel: (202) 807-0369
Fax: (202) 741-0575
benjamin.wiseman@dc.gov



Paul Gallagher [439701]
pgallagher@hausfeld.com
Claire A. Rosset [1719756]
crosset@hausfeld.com
Hausfeld LLP
888 16th Street, N.W., Suite 300
Washington, D.C. 20006
Telephone: (202) 540-7200
Facsimile: (202) 540-7201

Counsel for Plaintiff



Superior Court of the District of Columbia
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001
Telephone: (202) 879-1133 Website: www.dccourts.gov

_____ Plaintiff

vs.

Case Number _____

_____ Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue, N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Clerk of the Court

 Name of Plaintiff's Attorney

By _____
 Deputy Clerk

 Address

Date _____

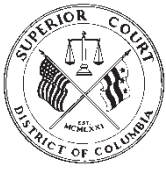
 Telephone

如需翻译,请打电话 (202) 879-4828 Veuillez appeler au (202) 879-4828 pour une traduction Để có một bản dịch, hãy gọi (202) 879-4828
 번역을 원하시면, (202) 879-4828로 전화하십시오. የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

See reverse side for Spanish translation
 Veá al dorso la traducción al español



TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA
DIVISIÓN CIVIL
Sección de Acciones Civiles
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

_____ Demandante
 contra

Número de Caso: _____

_____ Demandado

CITATORIO

Al susodicho Demandado:

Por la presente se le cita a comparecer y se le requiere entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le requiere presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

SECRETARIO DEL TRIBUNAL

Nombre del abogado del Demandante _____

Por: _____
 Subsecretario

Dirección _____

Fecha _____

Teléfono _____

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 반역어를 전화하여 (202) 879-4828 電話を掛かって (202) 879-4828 የአማርኛ ትርጉም ለማግኘት (202) 879-4828 ይደውሉ

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés
 See reverse side for English original

Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

District of Columbia _____ Case Number: _____

vs

Date: April 21, 2021

Beech-Nut Nutrition Company

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

Name: <i>(Please Print)</i> Paul Gallagher	Relationship to Lawsuit
Firm Name: Hausfeld LLP	<input checked="" type="checkbox"/> Attorney for Plaintiff
Telephone No.: (202) 540-7200	<input type="checkbox"/> Self (Pro Se)
Six digit Unified Bar No.: 439701	<input type="checkbox"/> Other: _____

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury
Demand: \$ Restitution and Civil Penalties Other: Injunctive Relief

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) | |

Paul Gallagher

Attorney's Signature

April 21, 2021

Date