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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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| <p>ROBIN CAMPBELL, an individual,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>RAW FARM, LLC, a California Limited Liability Company,</p> <p style="text-align: center;">Defendant.</p> | <p>Case No.: 37-2023-00053493-CU-PL-CTL</p> <p>UNLIMITED JURISDICTION</p> <p>PLAINTIFF’S COMPLAINT FOR DAMAGES FOR:</p> <p>1st Cause of Action: Strict Product Liability 2nd Cause of Action: Breach of Implied Warranty 3rd Cause of Action: Negligence 4th Cause of Action: Negligence <i>Per se</i></p> <p>DEMAND FOR JURY TRIAL</p> |
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PLAINTIFF’S COMPLAINT

COMES NOW Plaintiff Robin Campbell who, by and through her attorneys, QUIRK
LAW FIRM, LLP, alleges upon information and belief as follows:

PARTIES

1. Plaintiff, Robin Michelle Campbell (“Plaintiff”), is a resident of the City of Oceanside, San Diego County, California.
2. The Defendant, Raw Farms, LLC (“Defendant” or “Raw Farms”), is a domestic limited liability company organized and existing under the laws of the State of California, with its principal place of business located at 7221 S Jameson Ave, Fresno, Fresno County, CA 93706.

1 Raw Farms was the manufacturer, supplier, packager, distributor, and/or seller of the adulterated
2 food product that is the subject of this action.

3 **JURISDICTION AND VENUE**

4
5 3. Plaintiff's cause of action arose and occurred in San Diego County, California,
6 and Defendant's principal place of business is located in Fresno County, California. Therefore,
7 jurisdiction and venue are proper in this Court.

8 **GENERAL ALLEGATIONS**

9 **An Outbreak of *Salmonella* Associated with Raw Farms, LLC, Raw Milk**

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11 4. On October 24, 2023, the California Department of Public Health (CDPH) posed
12 a recall of Raw Farm, LLC, milk and heavy cream due to potential contamination with
13 *Salmonella*.

14
15 5. As of October 26, 2023, twelve San Diego County residents, and seven Orange
16 County residents had been identified as victims of the Raw Farm *Salmonella* outbreak, with three
17 children requiring hospitalization due to their illnesses.

18
19 6. Outbreak patients had onset dates beginning in mid-September with the most
20 recent person becoming ill on October 17, 2023.

21
22 7. All twelve San Diego residents who became sick reported drinking unpasteurized
23 milk from Raw Farm, LLC, in the week before becoming ill.

24
25 8. The CDPH recall notice for Raw Farm, LLC products included product
26 identification numbers for four Raw Farm products with best by dates between 10/11/2023 and
27 11/6/2023, which were distributed at multiple locations across California.

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1 **Previous Raw Farm, LLC Recalls and Outbreaks**

2 9. Since September 2006, Raw Farm, LLC, formerly known as Organic Pastures
3 Dairy Company (“OPDC”), has issued multiple recalls of unpasteurized milk products, and been
4 linked to multiple outbreaks as outlined below.

5
6 10. The following table shows Raw Farm’s previous history with contaminated
7 products:

8

| <u>Date</u> | <u>Product</u> | <u>Contaminant</u> | <u>Recall/Illnesses</u> |
|--------------------|-----------------------|-------------------------------|---|
| September 2006 | Raw Milk | <i>E. Coli</i> O157:H7 | Six ill, two severely ill with Hemolytic Uremic Syndrome |
| September 2007 | Raw Cream | <i>Listeria monocytogenes</i> | Recall Issued |
| December 2007 | Raw Milk | <i>Campylobacter</i> | Eight Illnesses |
| September 2008 | Raw Cream | <i>Campylobacter</i> | Recall Issued |
| November 2011 | Raw Milk | <i>E. Coli</i> O157:H7 | Five ill, three severely ill with Hemolytic Uremic Syndrome |
| May 2012 | Raw Milk/Cream | <i>Campylobacter</i> | 10 Illnesses |
| October 2015 | Raw Milk | <i>Campylobacter</i> | Recall Issued |
| January 2016 | Raw Milk | <i>E. Coli</i> | Nine ill, two severely ill with Hemolytic Uremic Syndrome |
| May 2023 | Raw Milk | <i>Campylobacter</i> | Recall Issued |
| August 2023 | Unpasteurized Cheese | <i>Salmonella</i> | Recall Issued |

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22 **The Salmonella Bacteria**

23 11. *Salmonella* is the second most common intestinal infection in the United States.
24 More than 7,000 cases of *Salmonella* were confirmed in 2009; however, the majority of cases go
25 unreported. The Centers for Disease Control and Prevention (CDC) estimates that over 1 million
26 people in the U.S. contract *Salmonella* each year, and that an average of 20,000 hospitalizations
27 and almost 400 deaths occur from *Salmonella* poisoning, according to a 2011 report.
28

1 12. *Salmonella* infections usually occur when a person eats food contaminated with
2 the feces of animals or humans carrying the bacteria. *Salmonella* outbreaks are commonly
3 associated with eggs, meat, and poultry, but these bacteria can also contaminate other foods,
4 such as fruits and vegetables. Foods that are most likely to contain *Salmonella* include raw or
5 undercooked eggs, raw milk, contaminated water, and raw or undercooked meats.
6

7 13. Symptoms of *Salmonella* infection, or salmonellosis, range widely and are
8 sometimes absent altogether. The most common symptoms include diarrhea, abdominal cramps,
9 and fever.
10

11 14. Typical symptoms of *Salmonella* infection appear 6 to 72 hours after eating
12 contaminated food, last for 3 to 7 days without treatment, and usually consist of:

- 13 • Diarrhea
- 14 • Abdominal Cramps
- 15 • Fever of 100°F to 102°F
- 16 • Bloody Diarrhea
- 17 • Vomiting
- Headache
- Body Aches

18 15. Complications of *Salmonella* poisoning are more likely to occur among young
19 children and people aged 65 or older. Possible complications like reactive arthritis are thought
20 to occur in 2 to 15 percent of *Salmonella* patients. Symptoms include inflammation of the joints,
21 eyes, or reproductive or urinary organs. On average, symptoms appear 18 days after infection.
22 Irritable bowel syndrome (IBS) can also be a long-term complication.
23

24 16. *Salmonella* infections generally last 3 to 7 days, and often do not require
25 treatment. People with severe dehydration may need rehydration through an IV. Antibiotics are
26 recommended for those at risk of invasive disease, including infants under three months old.
27 Typhoid fever is treated with a 14-day course of antibiotics. Unfortunately, treatment of
28

1 *Salmonella* has become more difficult as the pathogen has become more resistant to antibiotics.
2 Finding the right antibiotic for a case of *Salmonella* is crucial to treating this bacterial infection.

3 **PLAINTIFF ROBIN CAMPBELL’S SALMONELLA ILLNESS**

4 17. Plaintiff purchased Raw Farms, LLC, raw milk at Frazier Farms Market in
5 Oceanside, California, on or about October 1, 2023.
6

7 18. Plaintiff proceeded to consume the raw milk over the subsequent two days.

8 19. On or about Wednesday October 4, 2023, Plaintiff began to feel symptoms of her
9 *Salmonella* infection, including diarrhea.
10

11 20. Over the subsequent four days, Plaintiff’s symptoms became progressively
12 worse, and included nausea, diarrhea, and headache.

13 21. On or about October 9, 2023, Plaintiff began vomiting, and had severe diarrhea.
14 These symptoms continued to worsen, and on October 12, 2023, Plaintiff visited her local Urgent
15 Care where she was administered IV fluids, anti-nausea medicine, and was prescribed an
16 antibiotic.
17

18 22. Plaintiff was released to home care but did not return to full health until after
19 October 24, 2023.

20 **CAUSES OF ACTION**

21 **Strict Liability – County I**

22 23. The Plaintiff incorporates by reference paragraphs 1 – 22 herein by reference.
23

24 24. At all times relevant hereto, Defendant was the manufacturer, supplier, packager,
25 distributor, and/or seller of the adulterated food product that is the subject of this action.
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1 25. The adulterated food product that Defendant manufactured, supplied, packaged,
2 distributed, and/or sold was, at the time it left Defendant’s control, defective and unreasonably
3 dangerous for its ordinary and expected use because it contained *Salmonella*, a deadly pathogen.
4

5 26. The adulterated food product that Defendant manufactured, supplied, packaged,
6 distributed, and/or sold was delivered to Plaintiff without any change in its defective condition.
7 The adulterated food product that Defendant manufactured, supplied, packaged, distributed,
8 and/or sold was used in the manner expected and intended, and was consumed by Plaintiff.

9 27. Defendant owed a duty of care to Plaintiff to manufacture, supply, package,
10 distribute and/or sell food that was not adulterated, that was fit for human consumption, that was
11 reasonably safe in construction, and that was free of pathogenic bacteria or other substances
12 injurious to human health. Defendant breached this duty.
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14 28. Defendant owed a duty of care to Plaintiff to manufacture, supply, package,
15 distribute, and/or sell food that was fit for human consumption and that was safe to consume to
16 the extent contemplated by a reasonable consumer. Defendant breached this duty.
17

18 29. Plaintiff suffered injury and damages as a direct and proximate result of the
19 defective and unreasonably dangerous condition of the adulterated food product that Defendant
20 manufactured, supplied, packaged, distributed, and/or sold.
21

22 **Breach of Warranty – Count II**

23 30. Plaintiff incorporates paragraphs 1-29 herein by reference.

24 31. Defendant is liable to Plaintiff for breaching express and implied warranties that
25 it made regarding the adulterated product that Plaintiff purchased. These express and implied
26 warranties include the implied warranties of merchantability and/or fitness for a particular use.
27 Specifically, Defendant expressly warranted, through its sale of food for consumption by the
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1 public and by the statements and conduct of its employees and agents, that the food it prepared
2 and sold was fit for human consumption and not otherwise adulterated or injurious to health.

3 32. The contaminated food that Defendant sold, and Plaintiff consumed, would not
4 pass without exception in the trade and was therefore in breach of the implied warranty of
5 merchantability.
6

7 33. The contaminated food sold to Plaintiff was not fit for the uses and purposes
8 intended, i.e., human consumption; this product was therefore in breach of the implied warranty
9 of fitness for its intended use.
10

11 34. As a direct and proximate result of the Defendant's breach of warranties, as set
12 forth above, Plaintiff sustained injuries, and damages in an amount to be determined at trial.

13 **Negligence – Count III**

14 35. Plaintiff incorporates paragraphs 1-34 herein by reference.

15 36. Defendant owed to Plaintiff a duty to use reasonable care in the manufacture,
16 supply, packaging, distribution, and sale of its food product, which duty would have prevented
17 or eliminated the risk that Defendant's food products would become contaminated with
18 *Salmonella* or any other dangerous pathogen. Defendant breached this duty and was therefore
19 negligent.
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21 37. Defendant had a duty to comply with all federal, state, and local statutes, laws,
22 regulations, safety codes, and provisions pertaining to the manufacture, distribution, storage, and
23 sale of its food product, but failed to do so, and was therefore negligent. Plaintiff was among the
24 class of persons designed to be protected by these statutes, laws, regulations, safety codes, and
25 provisions pertaining to the manufacture, distribution, storage, and sale of similar food products.
26 Defendant breached this duty and was therefore negligent.
27
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1 38. Defendant had a duty to properly supervise, train, and monitor its respective
2 employees, and to ensure that its respective employees complied with all applicable statutes,
3 laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution,
4 storage, and sale of similar food products. Defendant breached this duty and was therefore
5 negligent.
6

7 39. Defendant had a duty to use ingredients, supplies, and other constituent materials
8 that were reasonably safe, wholesome, and free of defects, and that otherwise complied with
9 applicable federal, state, and local laws, ordinances, regulations, codes, and provisions and that
10 were clean, free from adulteration, and safe for human consumption. Defendant breached this
11 duty and was therefore negligent.
12

13 40. As a direct and proximate result of Defendant's negligence, Plaintiff sustained
14 injuries and damages in an amount to be determined at trial.
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16 **Negligence Per se – Count IV**

17 41. Plaintiff incorporates paragraphs 1-40 herein by reference.

18 42. Defendant had a duty to comply with all applicable state and federal regulations
19 intended to ensure the purity and safety of its food product, including the requirements of the
20 Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301, et seq.).
21

22 43. Defendant breached that duty and, as a result, was negligent *per se* in its
23 manufacture, distribution, and sale of food adulterated with *Salmonella*, a deadly pathogen.

24 44. As a direct and proximate result of the negligent *per se* conduct by Defendant,
25 Plaintiff sustained injury and damages in an amount to be determined at trial.
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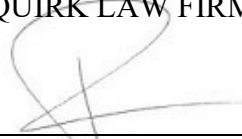
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays as follows:

- 3 (1) For judgment against Defendant on Count I of this Petition in an amount that is
4 fair and reasonable, for her costs incurred, and for any other relief to which she
5 may be entitled;
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- 7 (2) For judgment against Defendant on Count II of this Petition in an amount that is
8 fair and reasonable, for her costs incurred, and for any other relief to which she
9 may be entitled;
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- 11 (3) For judgment against Defendant on Count III of this Petition in an amount that is
12 fair and reasonable, for her costs incurred, and for any other relief to which she
13 may be entitled;
14
- 15 (4) For judgment against Defendant on Count IV of this Petition in an amount that is
16 fair and reasonable, for her costs incurred, and for any other relief to which she
17 may be entitled;
- 18 (5) For costs of suit herein incurred; and
- 19 (6) For such other and further relief as this Court may deem proper.
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21 DATED: November 13, 2023

22 QUIRK LAW FIRM, LLP

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24 _____
25 Trevor Quirk, Esq.
26 Attorney for Plaintiff
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