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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ORANGE

<p>SASHA MELLAH and GENEVIEVE LOMBARD, individually and on behalf of their minor child Z.M.,</p> <p style="text-align: center;">Plaintiffs,</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.: 30-2023-01363243-CU-PL-NJC Assigned for all purposes: Judge Donald F. Gaffney</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 Plaintiffs Sasha Mellah and Genevieve Lombard who, by and through their attorneys, QUIRK LAW FIRM, LLP, alleges upon information and belief as follows:

PARTIES

1. Plaintiffs, Sasha Mellah and Genevieve Lombard (“Plaintiffs”), and their minor child, Z.M., are residents of Dana Point in Orange 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**

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5 3. Plaintiffs' causes of action arose and accrued in Orange County, California, and
6 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*.

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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 **Z.M.'S SALMONELLA ILLNESS**

4
5 17. On or about Monday, October 2, 2023, Z.M., a four-year-old child, began to feel
6 symptoms of her *Salmonella* infection, complaining of not feeling well and running a slight
7 fever.

8 18. The next day, October 3, 2023, Z.M. began suffering from lower abdominal pain
9 and bloody stools, causing her parents to take her to the Laguna Beach Emergency Department.

10 19. Upon intake Z.M. had a fever of 102°F and was immediately treated with IV
11 fluids while blood was taken, and an ultrasound performed.

12 20. Z.M. was discharged again that day, with instructions for Plaintiffs to obtain a
13 stool sample at the next opportunity. Z.M.'s fever reached 103.8°F, which finally broke in the
14 early morning of October 4, 2023.

15 21. On October 4, 2023, Plaintiffs were able to obtain a stool sample from Z.M. that
16 was loose and contained blood.

17 22. Subsequently, Z.M.'s fever returned, and she had more bloody bowel movements,
18 and Plaintiffs took her to Mission Hospital Emergency Room where they gave Z.M.'s treating
19 doctor her stool sample. Z.M. was again treated for her fever and discharged to home care.

20 23. On Saturday, October 7, 2023, Z.M.'s mother was informed by Mission Hospital
21 that the stool sample Z.M. had submitted was positive for *Salmonella* bacteria. She was
22 subsequently treated for her infection and her condition has improved.

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1 **CAUSES OF ACTION**

2 **Strict Liability – County I**

3 24. The Plaintiffs incorporate by reference paragraphs 1 – 23 herein by reference.

4 25. At all times relevant hereto, Defendant was the manufacturer, supplier, packager,
5 distributor, and/or seller of the adulterated food product that is the subject of this action.
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7 26. The adulterated food product that Defendant manufactured, supplied, packaged,
8 distributed, and/or sold was, at the time it left Defendant’s control, defective and unreasonably
9 dangerous for its ordinary and expected use because it contained *Salmonella*, a deadly pathogen.
10

11 27. The adulterated food product that Defendant manufactured, supplied, packaged,
12 distributed, and/or sold was delivered to the Plaintiff without any change in its defective
13 condition. The adulterated food product that Defendant manufactured, supplied, packaged,
14 distributed, and/or sold was used in the manner expected and intended, and was consumed by
15 Z.M.
16

17 28. Defendant owed a duty of care to Plaintiffs to manufacture, supply, package,
18 distribute and/or sell food that was not adulterated, that was fit for human consumption, that was
19 reasonably safe in construction, and that was free of pathogenic bacteria or other substances
20 injurious to human health. Defendant breached this duty.

21 29. Defendant owed a duty of care to Plaintiffs to manufacture, supply, package,
22 distribute, and/or sell food that was fit for human consumption and that was safe to consume to
23 the extent contemplated by a reasonable consumer. Defendant breached this duty.
24

25 30. Plaintiffs and Z.M. suffered injury and damages as a direct and proximate result
26 of the defective and unreasonably dangerous condition of the adulterated food product that
27 Defendant manufactured, supplied, packaged, distributed, and/or sold.
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1 **Breach of Warranty – Count II**

2 31. Plaintiffs incorporate paragraphs 1-30 herein by reference.

3 32. Defendant is liable to the Plaintiffs for breaching express and implied warranties
4 that it made regarding the adulterated product that Plaintiffs purchased. These express and
5 implied warranties include the implied warranties of merchantability and/or fitness for a
6 particular use. Specifically, Defendant expressly warranted, through its sale of food for
7 consumption by the public and by the statements and conduct of its employees and agents, that
8 the food it prepared and sold was fit for human consumption and not otherwise adulterated or
9 injurious to health.
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11 33. The contaminated food that Defendant sold, and Z.M. consumed, would not pass
12 without exception in the trade and was therefore in breach of the implied warranty of
13 merchantability.
14

15 34. The contaminated food sold to Plaintiffs was not fit for the uses and purposes
16 intended, i.e., human consumption; this product was therefore in breach of the implied warranty
17 of fitness for its intended use.
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19 35. As a direct and proximate result of the Defendant’s breach of warranties, as set
20 forth above, Plaintiffs and Z.M. sustained injuries, and damages in an amount to be determined
21 at trial.
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23 **Negligence – Count III**

24 36. Plaintiffs incorporate paragraphs 1-35 herein by reference.

25 37. Defendant owed to Plaintiffs a duty to use reasonable care in the manufacture,
26 supply, packaging, distribution, and sale of its food product, which duty would have prevented
27 or eliminated the risk that Defendant’s food products would become contaminated with
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1 *Salmonella* or any other dangerous pathogen. Defendant breached this duty and was therefore
2 negligent.

3 38. Defendant had a duty to comply with all federal, state, and local statutes, laws,
4 regulations, safety codes, and provisions pertaining to the manufacture, distribution, storage, and
5 sale of its food product, but failed to do so, and was therefore negligent. Z.M. was among the
6 class of persons designed to be protected by these statutes, laws, regulations, safety codes, and
7 provisions pertaining to the manufacture, distribution, storage, and sale of similar food products.
8 Defendant breached this duty and was therefore negligent.
9

10 39. Defendant had a duty to properly supervise, train, and monitor its respective
11 employees, and to ensure that its respective employees complied with all applicable statutes,
12 laws, regulations, safety codes, and provisions pertaining to the manufacture, distribution,
13 storage, and sale of similar food products. Defendant breached this duty and was therefore
14 negligent.
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16 40. Defendant had a duty to use ingredients, supplies, and other constituent materials
17 that were reasonably safe, wholesome, and free of defects, and that otherwise complied with
18 applicable federal, state, and local laws, ordinances, regulations, codes, and provisions and that
19 were clean, free from adulteration, and safe for human consumption. Defendant breached this
20 duty and was therefore negligent.
21

22 41. As a direct and proximate result of Defendant's negligence, Plaintiffs and Z.M.
23 sustained injuries and damages in an amount to be determined at trial.
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25 **Negligence Per se – Count IV**

26 42. Plaintiffs incorporate paragraphs 1-41 herein by reference.
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1 DATED: November 9, 2023

2 QUIRK LAW FIRM, LLP

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5 Trevor Quirk, Esq.
6 Attorney for Plaintiffs

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