

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

GAYLE GOTTLIEB, an individual;
MEAGHAN EGAN BRIGHT, an
individual,

Plaintiffs,

v.

TRADER JOE’S COMPANY, a
California Corporation;

Defendant.

CASE NO.

**PLAINTIFFS’ COMPLAINT FOR
DAMAGES AND JURY DEMAND**

NOW COME Plaintiffs GAYLE GOTTLIEB and MEAGHAN EGAN BRIGHT (collectively, “Plaintiffs”) by and through their attorneys of record, Frederic L. Gordon, and William D. Marler and Ilana P. Korchia of Marler Clark, Inc., PS (*pro hac vice* forthcoming), and allege as follows:

PARTIES

1. Plaintiff Gayle Gottlieb resides in Pembroke, Robeson County, North Carolina, and is therefore a citizen of the State of North Carolina.

2. Plaintiff Meaghan Egan Bright resides in Somerville, Middlesex County, Massachusetts, and is therefore a citizen of the State of Massachusetts.

3. Defendant Trader Joe’s Company (“Defendant” or “Trader Joe’s”) is a California corporation with its principal place of business located at 800 S. Shamrock Avenue, Monrovia, California 91016.

4. At all relevant times, Trader Joe’s owned and operated Trader Joe’s Store #0828, located at 115 Sayebrook Parkway, Myrtle Beach, South Carolina, 29588, where Plaintiff Gayle

1 Gottlieb purchased the Tarragon Chicken Salad Wrap at issue in this action.

2 5. At all relevant times, Trader Joe's owned and operated Trader Joe's Store #561,
3 located at 199 North Harvard Street, Allston, Massachusetts, 02134, where Plaintiff Meaghan
4 Egan Bright purchased the Tarragon Chicken Salad Wrap at issue in this action.

5 **JURISDICTION AND VENUE**

6 6. This Court has jurisdiction over the subject matter of this action pursuant to 28
7 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000.00, exclusive of costs and
8 interest, and is between citizens of different states. Plaintiff Gottlieb is a citizen of North Carolina,
9 Plaintiff Bright is a citizen of Massachusetts, and Defendant is a citizen of California.

10 7. Venue is proper in the United States District Court of the Central District of
11 California, Western Division, pursuant to 28 U.S.C. § 1391(b) because Defendant is subject to
12 personal jurisdiction in this District and resides in this District for purposes of federal venue.

13 8. Defendant is subject to personal jurisdiction in this District because, at all times
14 relevant hereto, Defendant was incorporated and maintained its principal place of business in
15 California and maintained substantial and continuous contacts with this District, such that the
16 exercise of personal jurisdiction is consistent with due process.

17 **GENERAL ALLEGATIONS**

18 A. *E. coli* O157:H7 and Shiga Toxin-Producing *E. coli*

19 9. *Escherichia coli* is the name of a common family of bacteria, most members of
20 which do not cause human disease. *E. coli* O157:H7 is a specific member of this family that can
21 cause bloody diarrhea (hemorrhagic colitis) in humans. In the years since *E. coli* O157:H7 was
22 first identified as a cause of diarrhea, this bacterium has established a reputation as a significant
23 public health hazard.

1 10. *E. coli* O157:H7 is carried in the intestinal tracts of cattle and other ruminant
2 animals, which may shed the organism in their feces without appearing ill. Fecal contamination
3 can introduce this pathogen into the agricultural environment and contaminate fresh produce,
4 including lettuce and other leafy greens, through contaminated irrigation or other agricultural
5 water, soil, runoff, animal activity, and related environmental pathways.

6 11. Raw produce is a recognized vehicle for the transmission of *E. coli* O157:H7 and
7 has been implicated in numerous foodborne illness outbreaks. Because lettuce and other fresh
8 ingredients are frequently incorporated into ready-to-eat wraps and may be consumed without a
9 “kill step” sufficient to destroy the pathogen, contamination of even one ingredient can render the
10 entire wrap unsafe for consumption.

11 12. *E. coli* O157:H7 is also notable among pathogenic bacteria for its extremely low
12 infectious dose—that is, the number of bacteria necessary to induce infection in a person. While
13 for most pathogenic bacteria it takes literally millions of bacterial colonies to cause illness, it is
14 now known that fewer than 50 *E. coli* O157:H7 bacteria can cause illness in a child. The practical
15 import is that even a microscopic amount of exposure can trigger a devastating infection.

16 13. The most severe cases of the *E. coli* O157:H7 infection occur in young children and
17 in the elderly, presumably because the immune systems in those age populations are the most
18 vulnerable. After a susceptible individual ingests *E. coli* O157:H7, the bacteria attach to the inside
19 surface of the large intestine and initiate an inflammatory reaction in the intestine, which ultimately
20 results in the painful, bloody diarrhea and abdominal cramps characteristic of the intestinal illness.

21 14. The mean incubation period (time from ingestion to the onset of symptoms) of *E.*
22 *coli* O157:H7 is estimated to be two to four days (range from 1-21 days). Typically, a patient with
23 an acute *E. coli* O157:H7 infection presents with abdominal cramps, bloody diarrhea, and

1 vomiting.

2 15. *E. coli* O157:H7 can produce a wide spectrum of diseases from mild, non-bloody
3 diarrhea to severe, bloody diarrhea accompanied by excruciating abdominal pain to life-
4 threatening complications. In most infected individuals, the intestinal illness lasts about a week
5 and resolves without any long-term effects. Antibiotics do not appear to aid in combating these
6 infections, and recent medical studies suggest that antibiotics are contraindicated for their risk of
7 provoking more serious complications. Apart from good supportive care, which should include
8 close attention to hydration and nutrition, there is no specific therapy.

9 16. About 10% of individuals with *E. coli* O157:H7 infections (mostly young children)
10 go on to develop hemolytic uremic syndrome (HUS), a severe, potentially life-threatening
11 complication. The essence of the syndrome is described by its three central features: the destruction
12 of red blood cells, destruction of platelets (those blood cells responsible for clotting), and acute
13 renal failure due to the formation of micro-thrombi that occlude microscopic blood vessels that
14 make up the filtering units within the kidneys.

15 17. There is no known therapy to halt the progression of HUS. The active stage of the
16 disease usually lasts one to two weeks, during which a variety of complications are possible. HUS
17 is a frightening illness that, even in the best American medical facilities, has a mortality rate of
18 about 5%. Most HUS patients require transfusion of blood products and develop complications
19 common to the critically ill.

20 B. The *E. coli* O157:H7 Outbreak Involving Ready-to-Eat Chicken Wraps

21 18. In September 2026, the U.S. Food and Drug Administration (“FDA”), in
22 coordination with the U.S. Department of Agriculture (“USDA”), the Centers for Disease Control
23 and Prevention (“CDC”), and state and local public-health authorities, identified an ongoing

1 multistate *E. coli* O157:H7 outbreak investigation.

2 19. According to FDA's publicly available outbreak-investigation information, the
3 outbreak is identified as FDA investigation reference number 1421 and involves *E. coli* O157:H7.

4 20. FDA has publicly identified the vehicle of this *E. coli* O157:H7 outbreak as "ready-
5 to-eat" multi-ingredient chicken wraps¹.

6 21. FDA's public investigation page reports 38 illnesses associated with the outbreak
7 and identifies the investigation as active and ongoing.

8 C. Gayle Gottlieb's *E. coli* O157 Infection and Illness

9 22. On August 23, 2026, Gayle Gottlieb purchased three Tarragon Chicken Salad
10 Wraps at the Trader Joe's Store #0828, located at 115 Sayebrook Parkway, Myrtle Beach, South
11 Carolina, 29588.

12 23. On August 27, 2026, Gayle consumed the first wrap for lunch.

13 24. By the evening of Saturday, August 29, 2026, Gayle had developed severe
14 abdominal cramping and a significant loss of appetite. The pain was so intense that she was forced
15 to hunch over in a fetal position. She was unable to sleep because of the severity of her abdominal
16 pain.

17 25. On Sunday, August 30, 2026, Gayle began experiencing diarrhea approximately
18 every hour. Later that day, her diarrhea became visibly bloody and contained mucus.

19 26. Later that day, Gayle presented to UNC Southeastern Hospital in Lumberton, North
20 Carolina. She remained in the emergency department for more than six hours waiting for a hospital
21 bed, all while experiencing severe abdominal pain and remaining hunched over because of the

22
23 ¹ See <https://www.fda.gov/food/outbreaks-foodborne-illness/investigations-foodborne-illness-outbreaks>.

1 intensity of her symptoms. A stool sample collected that day subsequently tested positive for Shiga
2 toxin-producing *E. coli* O157.

3 27. An intravenous-contrast CT scan performed at the hospital revealed inflammatory
4 changes and thickening of Gayle's ascending colon. She was discharged from the hospital on
5 August 31, 2026.

6 28. After returning home, Gayle was unable to sleep because of her continuing and
7 severe pain. She also struggled to control her bowels and had two episodes in which she soiled
8 herself. That same night, she returned to UNC Southeastern Hospital. She was severely
9 dehydrated, her abdominal pain had worsened, and she struggled even to sit upright or engage her
10 abdominal muscles because of the swelling and inflammation in her colon.

11 29. After waiting several more hours in the emergency department while in significant
12 pain, Gayle ultimately had an ambulance transport her to Scotland Memorial Hospital in
13 Laurinburg, North Carolina, where she was hospitalized September 2, 2026.

14 30. For nearly a full week, Gayle experienced diarrhea approximately five to seven
15 times each day and was unable to eat normally. She missed six days of work and was too weak to
16 exercise or engage in her normal physical activities. The illness profoundly affected her physically
17 and emotionally. Even though she had previously been careful about her health and diet, she now
18 experiences significant anxiety about eating foods that are not boiled or thoroughly cooked. She
19 remains worried that eating food could cause her to become seriously ill again.

20 31. Gayle's illness was laboratory-confirmed. A stool specimen collected on August
21 30, 2026, tested positive for Shiga toxin-producing *E. coli* and *E. coli* O157. Subsequent
22 confirmatory testing by the North Carolina State Laboratory of Public Health confirmed the
23 presence of *E. coli* O157 and Shiga toxin 2.

32. Gayle's illness was also reported to and investigated by the North Carolina Department of Health and Human Services ("NC DHHS") through its electronic disease-surveillance system. The public-health investigation classified her *E. coli* O157 infection as a confirmed case and specifically identified her as part of an outbreak, which the investigation characterized as a multistate outbreak. NC DHHS assigned her case CDC Cluster Code 2609MLEXH-2.

33. Significantly, the investigation's food-exposure record specifically identifies the reported food exposure and "source" of her illness as a "wrap from Trader Joe's."

D. Meaghan Egan Bright's *E. coli* O157 Infection and Illness

34. On August 24, 2026, Meaghan Egan Bright purchased a Tarragon Chicken Salad Wrap at the Trader Joe's Store #561, located at 199 North Harvard Street, Allston, Massachusetts, 02134. She consumed the wrap that same day.

35. On Thursday, August 27, 2026, Meaghan began feeling ill. By the following day, she was experiencing diarrhea, nausea, and significant abdominal cramping. Her symptoms progressively worsened over the next several days.

36. By Saturday night, August 29, her symptoms had become severe enough that she could not sleep. On the morning of Sunday, August 30, she began passing bloody diarrhea. The bleeding was so pronounced that at times she was passing what appeared to be blood and fragments of intestinal tissue rather than ordinary stool. Alarmed by the severity and appearance of her symptoms, she sought emergency medical care.

37. Meaghan initially presented to Cambridge Health Alliance on August 30, 2026. She was suffering from severe abdominal pain, nausea, vomiting, and bloody diarrhea. She was initially discharged and returned home, but her symptoms continued unabated. She continued

1 vomiting and passing bloody diarrhea until her condition became severe enough that she called an
2 ambulance and was transported to Massachusetts General Hospital.

3 38. Meaghan remained hospitalized from August 31 through September 6, 2026.
4 During her hospitalization, she experienced relentless abdominal cramping that she describes as
5 the worst physical pain she has ever experienced. The pain was at times so severe that she remained
6 curled in a fetal position and attempted to control it through deep breathing. Those efforts
7 sometimes caused her to hyperventilate and tense her muscles, making the pain even more difficult
8 to manage.

9 39. Throughout the illness, Meaghan was simultaneously extremely hungry and
10 profoundly nauseated. She repeatedly attempted to eat but vomited much of what she consumed
11 for approximately a week. Her inability to keep food down caused her to lose significant weight
12 and become underweight.

13 40. During her hospitalization, a stool specimen collected from Meaghan tested
14 positive for Shiga toxin-producing *E. coli* (“STEC”), confirming that she was infected with a
15 pathogenic strain of *E. coli* capable of causing severe gastrointestinal illness.

16 41. Her treating physicians diagnosed her with STEC and explained that the infection
17 had caused significant intestinal inflammation and placed her at risk for serious complications,
18 including hemolytic uremic syndrome. These warnings, combined with the severity of her
19 symptoms, left Meaghan fearful about how long she would remain ill and whether the infection
20 would cause lasting damage.

21 42. The illness also profoundly isolated Meaghan from her family and friends. Because
22 of the contagious nature of STEC, she was afraid of exposing others to the infection, particularly
23 her mother, father, and brother, who are medically vulnerable. Although her family traveled

1 significant distances to visit her in the hospital, their visits were necessarily brief because of their
2 concerns about exposure and Meaghan's obvious physical distress. Meaghan spent much of her
3 hospitalization and recovery alone, experiencing significant loneliness and emotional distress.

4 43. Meaghan missed an entire week of work because of her illness and was required to
5 exhaust her available paid time off during her hospitalization.

6 44. Meaghan continues to experience significant anxiety about food and food safety.
7 After experiencing a severe foodborne illness, she has become substantially more vigilant about
8 washing produce, cooking food to safe temperatures, purchasing food, and consuming food
9 prepared by others. Activities she previously enjoyed, such as dining at restaurants or purchasing
10 prepared meals, have become sources of anxiety and concern.

11 45. Meaghan's illness was reported to and investigated by the Somerville Board of
12 Health and the Massachusetts Department of Public Health.

13 E. Evidence Linking Plaintiffs' Illnesses to Trader Joe's Tarragon Chicken Salad Wraps

14 46. The illnesses suffered by Plaintiffs occurred as part of a contemporaneous, federally
15 recognized, multistate outbreak of *E. coli* O157:H7 involving ready-to-eat, multi-ingredient
16 chicken wraps.

17 47. The U.S. Food and Drug Administration ("FDA") currently identifies an active
18 investigation, reference number 1421 (USDA 2026-04), concerning an outbreak of *E. coli*
19 O157:H7 in which the suspected vehicle has been identified as a "Multi-ingredient wrap with
20 chicken." FDA currently reports 38 illnesses associated with the investigation and identifies the
21 investigation and outbreak as active and ongoing. FDA has initiated inspection and sampling as
22 part of its investigation.

23 48. The FDA has reported that the ready-to-eat, multi-ingredient chicken wraps

1 implicated in the *E. coli* O157:H7 outbreak were removed from the market before their connection
2 to the outbreak was confirmed, and that the federal investigation remains ongoing². On information
3 and belief, Plaintiff alleges that Defendant Trader Joe's was responsible for removing the
4 implicated chicken wraps from sale and that this action was taken because Trader Joe's had reason
5 to believe that the product presented a food-safety risk, including possible contamination with *E.*
6 *coli* O157:H7.

7 49. The circumstances surrounding Plaintiffs' illnesses are significant because their
8 illnesses coincide in time, clinical presentation, pathogen, and food exposure with an ongoing
9 multistate outbreak investigation being conducted by federal, state, and local public-health
10 authorities.

11 50. Plaintiff Gayle Gottlieb purchased and consumed a Trader Joe's Tarragon Chicken
12 Salad Wrap on August 27, 2026.

13 51. Ms. Gottlieb's subsequent illness was reported to and investigated by the North
14 Carolina Department of Health and Human Services through its electronic disease-surveillance
15 system.

16 52. The North Carolina public-health investigation classified Ms. Gottlieb's *E. coli*
17 O157 infection as a confirmed case and specifically recorded that she was part of an outbreak of
18 the disease. The investigation further identified the outbreak as a multistate outbreak and assigned
19 Ms. Gottlieb's case CDC Cluster Code 2609MLEXH-2.

20 53. Significantly, the North Carolina public-health record does not merely document
21 that Ms. Gottlieb ate prepared food before becoming ill. In response to the investigation's food-

23 ² See <https://www.fda.gov/food/outbreaks-foodborne-illness/investigations-foodborne-illness-outbreaks>.

1 exposure questions, the record specifically identifies the reported food exposure and “source” of
2 illness as a “wrap from Trader Joe’s.”

3 54. Ms. Gottlieb’s stool specimen, collected on August 30, 2026, tested positive for
4 Shiga toxin-producing *E. coli* and *E. coli* O157. Subsequent testing by the North Carolina State
5 Laboratory of Public Health confirmed *E. coli* O157 and Shiga toxin 2.

6 55. Plaintiff Meaghan Egan Bright likewise purchased and consumed a Trader Joe’s
7 Tarragon Chicken Salad Wrap on August 24, 2026.

8 56. Ms. Bright’s illness was reported to and investigated by the Somerville Board of
9 Health and the Massachusetts Department of Public Health.

10 57. During her hospitalization, a stool specimen collected from Ms. Bright tested
11 positive for Shiga toxin-producing *E. coli* (“STEC”). Her treating physicians diagnosed her with
12 STEC infection and explained that the infection had caused significant intestinal inflammation and
13 placed her at risk for serious complications.

14 58. Following the investigation of Ms. Bright’s illness, representatives of the
15 Somerville Board of Health and the Massachusetts Department of Public Health informed Ms.
16 Bright that her illness was part of a cluster-outbreak of STEC/*E. coli* infections.

17 59. The two Plaintiffs therefore present two independently investigated and laboratory-
18 supported cases of severe STEC/*E. coli* O157 illness arising in two different states—North
19 Carolina and Massachusetts—following consumption of the same named ready-to-eat food
20 product sold by Defendant.

21 60. The fact that two consumers in different states independently purchased the same
22 ready-to-eat Trader Joe’s product, consumed the product during the same general period, and
23 subsequently developed laboratory-confirmed STEC/*E. coli* O157 infections is powerful evidence

1 of a common-source exposure.

2 61. The significance of this evidence is amplified by the contemporaneous state and
3 federal outbreak investigations. FDA has identified the suspected vehicle as a “Multi-ingredient
4 wrap with chicken,” consistent with the Tarragon Chicken Salad Wraps consumed by Plaintiffs.
5 And significantly, the North Carolina public-health record specifically identifies the reported food
6 exposure and “source” of Ms. Gottlieb’s illness as a “wrap from Trader Joe’s.”

7 62. Plaintiffs’ evidence therefore presents a convergence of epidemiological³ facts:

8 (1) a contemporaneous multistate *E. coli* O157:H7 outbreak;

9 (2) a federal investigation identifying ready-to-eat, multi-ingredient chicken wraps as the
10 suspected vehicle;

11 (3) two Plaintiffs in different states who independently purchased and consumed the same
12 named ready-to-eat chicken wrap product sold by Defendant during the same general
13 period;

14 (4) onset of severe gastrointestinal illness within days of consumption and within the
15 recognized incubation period for *E. coli* O157:H7;

16 (5) laboratory confirmation of *E. coli* O157 and Shiga toxin 2 in Ms. Gottlieb;

17 (6) laboratory confirmation of STEC from a stool specimen obtained from Ms. Bright;

18 (7) independent investigation of both illnesses by state and local public-health authorities;

19 (8) classification of Ms. Gottlieb as a confirmed case associated with a multistate outbreak;

20 and

21 (9) the North Carolina public-health record’s specific identification of a “wrap from Trader
22

23 ³ “Epidemiology” is the study of the distribution and causes of disease in populations, including the
24 investigation of patterns of illness, common exposures, and links between individuals’ illnesses and disease outbreaks.

Joe's" as the reported food exposure and source of Ms. Gottlieb's illness.

63. The convergence of these facts provides substantial circumstantial and epidemiological evidence that the Tarragon Chicken Salad Wraps consumed by Plaintiffs were contaminated with *E. coli* O157:H7 and/or Shiga toxin-producing *E. coli*.

CAUSES OF ACTION

Count I – Strict Products Liability

64. Plaintiffs incorporate by reference, and make a part of this count, each foregoing paragraph of this Complaint.

65. At all times relevant hereto, the Defendant was the manufacturer, supplier, packager, distributor, and/or seller of the adulterated and/or harmful food product that is the subject of this action.

66. The adulterated⁴ and/or harmful product that the Defendant manufactured, supplied, packaged, distributed, and/or sold was, at the time it left the Defendant's control, defective and unreasonably dangerous for its ordinary and expected use by the intended public, including Plaintiffs, because the Defendant's product was adulterated and/or harmful to human health by virtue of containing *E. coli* O157:H7, a potentially deadly pathogen.

67. The adulterated and/or harmful product that Defendant manufactured, supplied, packaged, distributed, and/or sold was delivered to Plaintiffs without any change in its defective

⁴ Under the Federal Food, Drug, and Cosmetic Act ("FDCA"), food is adulterated if it bears or contains any poisonous or deleterious substance that may render it injurious to health, or if it was prepared, packed, or held under insanitary conditions whereby it may have become contaminated with filth or rendered injurious to health. (21 U.S.C. § 342(a)(1), (4).) California law independently imposes substantially similar requirements under the Sherman Food, Drug, and Cosmetic Law. Specifically, California Health and Safety Code section 110545 provides that food is adulterated if it contains any poisonous or deleterious substance that may render it injurious to health, and section 110620 prohibits the manufacture, sale, delivery, holding, or offering for sale of adulterated food. Here, the product contained *E. coli* O157:H7, a potentially life-threatening pathogen capable of causing severe illness, rendering the product adulterated and unsafe for its intended consumption under applicable federal and California law.

1 condition. The adulterated and/or harmful food product that the Defendant manufactured and
2 distributed was consumed by Plaintiffs in a manner to be expected.

3 68. The Defendant owed a duty of care to the public, including Plaintiffs, to
4 manufacture, supply, package, distribute, and/or sell food that was not adulterated and/or harmful
5 and that was free of substances injurious to human health. The Defendant breached this duty.

6 69. The Defendant owed a duty of care to the public, including Plaintiffs, to
7 manufacture, supply, package, distribute, and/or sell food that was fit for human consumption and
8 that was safe to consume to the extent contemplated by a reasonable consumer. The Defendant
9 breached this duty.

10 70. As a direct and proximate result of the defective and unreasonably dangerous
11 condition of the adulterated and/or harmful food product that the Defendant manufactured,
12 supplied, packaged, distributed, and/or sold, as set forth above, Plaintiffs suffered significant
13 physical injury and pain, and face permanent injury, future pain, and loss of enjoyment of life, all
14 of which amount to economic injury in an amount to be proved at trial. Plaintiffs also incurred,
15 and will incur, medical bills and lost wages from work, amounting to economic damages in an
16 amount to be proved at trial.

17 **Count II – Negligence**

18 71. Plaintiffs incorporate by reference, and make a part of this count, each foregoing
19 paragraph of this Complaint.

20 72. The Defendant owed to Plaintiffs a duty to use reasonable care in the manufacture,
21 supply, packaging, distribution, and/or sale of their food product, the observance of which duty
22 would have prevented or eliminated the risk that the Defendant's food product would become
23 adulterated with any dangerous substances like *E. coli* O157:H7. The Defendant, however,

1 breached this duty and was therefore negligent.

2 73. The Defendant had a duty to comply with all federal, state, and local statutes, laws,
3 regulations, safety codes, and provisions pertaining to the manufacture, distribution, storage, and
4 sale of its food product, but failed to do so and was therefore negligent.

5 74. Plaintiffs were among the class of persons designed to be protected by these
6 statutes, laws, regulations, safety codes, and provisions pertaining to the manufacture, packaging,
7 distribution, and sale of similar food products. The Defendant, however, breached this duty and
8 was therefore negligent.

9 75. The Defendant had a duty to properly supervise, train, and monitor its employees
10 and to ensure that its employees complied with all applicable statutes, laws, regulations, safety
11 codes, and provisions pertaining to the manufacture, distribution, packaging, and sale of similar
12 food products. The Defendant, however, breached this duty and was therefore negligent.

13 76. The Defendant had a duty to use supplies, tools, and other constituent materials that
14 were reasonably safe, wholesome, and free of defects and that otherwise complied with applicable
15 federal, state, and local laws, ordinances, regulations, codes, and provisions, and that were free
16 from adulteration and injurious objects, and safe for human consumption. The Defendant,
17 however, breached this duty and was therefore negligent.

18 77. As a direct and proximate result of the Defendant's negligence, as described above,
19 Plaintiffs suffered significant physical injury and pain, and face permanent injury, future pain, and
20 loss of enjoyment of life, all of which amount to economic injury in an amount to be proved at
21 trial. Plaintiffs also incurred, and will incur, medical bills and lost wages from work, amounting to
22 economic damages in an amount to be proved at trial.

Count III – Negligence *Per Se*

78. Plaintiffs incorporate by reference, and make a part of this count, each of the foregoing paragraph of this Complaint.

79. The Defendant had a duty to comply with all statutory and regulatory provisions that pertained or applied to the manufacture, distribution, storage, labeling, and sale of the food products that injured Plaintiffs, including the applicable provisions of the Federal Food, Drug and Cosmetic Act, and similar California public health laws, including but not limited to California's Sherman Food, Drug, and Cosmetic Law, all of which prohibit the sale of any food that is adulterated⁵ or otherwise injurious to health.

80. In breach of this duty, the Defendant failed to comply with the provisions of the health and safety acts identified above and, as a result, was negligent *per se* in its manufacture, distribution, packaging, and/or sale of adulterated food.

81. As a direct and proximate result of conduct by the Defendant that was negligent *per se*, Plaintiffs suffered significant physical injury and pain, and face permanent injury, future pain, and loss of enjoyment of life, all of which amount to economic injury in an amount to be proved at trial. Plaintiffs also incurred, and will incur, medical bills and lost wages from work, amounting to economic damages in an amount to be proved at trial.

⁵ Under the Federal Food, Drug, and Cosmetic Act ("FDCA"), food is adulterated if it bears or contains any poisonous or deleterious substance that may render it injurious to health, or if it was prepared, packed, or held under insanitary conditions whereby it may have become contaminated with filth or rendered injurious to health. (21 U.S.C. § 342(a)(1), (4).) California law independently imposes substantially similar requirements under the Sherman Food, Drug, and Cosmetic Law. Specifically, California Health and Safety Code section 110545 provides that food is adulterated if it contains any poisonous or deleterious substance that may render it injurious to health, and section 110620 prohibits the manufacture, sale, delivery, holding, or offering for sale of adulterated food. Here, the product contained *E. coli* O157:H7, a potentially life-threatening pathogen capable of causing severe illness, rendering the product adulterated and unsafe for its intended consumption under applicable federal and California law.

Count IV – Breach of Implied Breach of Warranty of Merchantability

82. Plaintiffs incorporate by reference, and make a part of this count, each foregoing paragraph of this Complaint.

83. At all relevant times, Defendant was a merchant engaged in the business of selling food products of the kind at issue and was therefore subject to the implied warranty of merchantability under California Commercial Code section 2314.

84. Under California Commercial Code section 2314, food sold for human consumption must be fit for the ordinary purposes for which such food is used. Food offered for sale to consumers for immediate consumption carries the implied warranty that it is reasonably fit for human consumption.

85. Defendant breached the implied warranty of merchantability by selling and supplying the ready-to-eat, multi-ingredient chicken wraps that Plaintiffs purchased and consumed when those products contained *E. coli* O157:H7 and were harmful to human health. The products were not fit for their ordinary intended purpose of human consumption and would not pass without objection in the trade as food products of the kind described.

86. The harmful and contaminated condition of the products was not reasonably expected by an ordinary consumer purchasing ready-to-eat chicken wraps for human consumption.

87. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiffs suffered bodily injuries, physical pain and suffering, emotional distress, and loss of enjoyment of life. Plaintiffs have incurred and may continue to incur medical expenses, lost wages, loss of earning capacity, and other economic damages, in amounts to be established at trial. Plaintiffs also seek all other damages recoverable under applicable law.

Count V – Breach of Implied Breach of Fitness for a Particular Purpose

88. Plaintiffs incorporate by reference, and make a part of this count, each foregoing paragraph of this Complaint.

89. At all relevant times, Defendant sold and supplied the ready-to-eat, multi-ingredient chicken wraps at issue to Plaintiffs.

90. Under California Commercial Code section 2315, an implied warranty of fitness for a particular purpose arises when, at the time of contracting, the seller has reason to know the particular purpose for which the goods are required and has reason to know that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods.

91. At the time of sale, Defendant knew or had reason to know that Plaintiffs sought a ready-to-eat meal that was safe and suitable for immediate human consumption in the condition in which it was sold. Defendant further knew or had reason to know that Plaintiffs were relying on Defendant's skill or judgment to furnish a product fit for that purpose, including a product free from harmful pathogens that would render it unsafe for consumption.

92. Plaintiffs relied on Defendant's skill and judgment in selecting and furnishing products suitable for the particular purpose described above. Defendant breached the implied warranty of fitness for that particular purpose by supplying products contaminated with *E. coli* O157:H7 and therefore unfit for that purpose.

93. As a direct and proximate result of Defendant's breach of the implied warranty of fitness for a particular purpose, Plaintiffs suffered bodily injuries, physical pain and suffering, emotional distress, and loss of enjoyment of life. Plaintiffs have incurred and may continue to incur medical expenses, lost wages, loss of earning capacity, and other economic damages, in amounts to be established at trial. Plaintiffs also seek all other damages recoverable under applicable law.

DAMAGES

94. Plaintiffs suffered general, special, incidental, and consequential damages as the direct and proximate result of the acts and omissions of the Defendant, in an amount that shall be fully proven at the time of trial. These damages include but are not limited to past and future pain and suffering, past and future damages for loss of enjoyment of life, past and future emotional distress, past and future medical and related expenses, including pharmaceutical expenses, travel, and travel-related expenses, and all other ordinary, incidental, or consequential damages that would or could be reasonably anticipated to arise under the circumstances.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against the Defendant as follows:

- a. For all of Plaintiffs' economic damages, including all past and future medical expenses, as determined at the time of trial;
- b. For all of Plaintiffs' non-economic damages, as determined at the time of trial; and
- c. That the Court award all such other and further relief as it deems necessary and proper in the circumstances.

JURY TRIAL DEMANDED

Dated: October 13, 2026

FREDERIC L. GORDON

By: /s/Frederic L Gordon

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