

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

<p>ORGANIC CONSUMERS ASSOCIATION, 6771 South Silver Hill Drive, Finland, MN 55603,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>TWININGS NORTH AMERICA, INC., 777 Passaic Avenue, Suite 230, Clifton, NJ 07012, and ASSOCIATED BRITISH FOODS PLC, 10 Grosvenor Street, London, W1K 4QY United Kingdom,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. _____</p> <p><b><u>COMPLAINT</u></b></p> <p><b><u>DEMAND FOR JURY TRIAL</u></b></p>
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On behalf of itself and the general public, Plaintiff Organic Consumers Association (“OCA”) brings this action against Twinings North America, Inc. and its parent company, Associated British Foods PLC (collectively, “Twinings” or “Defendants”), regarding the deceptive labeling, marketing, and sale of Twinings Tea of London products (the “Products,” as further defined below) as being “pure” and containing “100% natural ingredients” despite the fact the Products contain the synthetic biocide glyphosate and various insecticides. Plaintiff OCA alleges the following based upon information, belief, and the investigation of its counsel.

**NATURE OF THE ACTION**

1. Twinings sells several varieties of tea advertised and marketed as “pure” and containing “100% natural ingredients,” including but not limited to Twinings Green Tea and Green Tea with Mint (the “Products”).<sup>1</sup>

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<sup>1</sup> Twinings uses the representations “pure” and “100% natural ingredients” across much of its product line. Plaintiff reserves the right to add or remove products to the definition of relevant “Products” as used in this Complaint as they become known.

2. In reality, the Products are not “pure” and do not contain “100% natural ingredients” because they contain the residue of glyphosate, a synthetic biocide frequently used as a weed-killer.

3. Glyphosate is not a naturally occurring substance and therefore is not “natural,” and its presence makes the ingredient(s) in the Products less than “100% natural.”

4. Tea products containing glyphosate residue cannot truthfully be called “pure.”

5. Moreover, the Products are not “pure” and do not contain “100% natural ingredients” because they contain the residues of various insecticides, including but not limited to the neonicotinoid thiacloprid and the pyrethroid bifenthrin.

6. Thiacloprid and bifenthrin are not naturally occurring substances and therefore are not “natural,” and their presence makes the ingredient(s) in the Products less than “100% natural.”

7. Tea products containing thiacloprid and bifenthrin residues cannot truthfully be called “pure.”

8. During the relevant period, Twinings engaged in a uniform marketing and advertising program throughout the District of Columbia and the rest of the United States representing Twinings’ Products as “pure” and containing “100% natural ingredients” when they are not. These representations are prominently displayed on the Products’ labels.

9. These representations are false, deceptive, and misleading. The Products at issue are not “pure” and their ingredients are not “100% natural”; instead, the Products contain residue of the synthetic chemical glyphosate, a potent biocide and human endocrine disruptor, and residues of synthetic insecticides with documented detrimental health effects.

10. No reasonable consumer who sees these representations would expect that these “pure” Products contain any substance other than tea.

11. No reasonable consumer who sees Twinings' "pure" and "100% natural ingredients" representations would expect that the Products contain residues glyphosate and unnatural insecticides.

12. Tests conducted by an independent laboratory using liquid chromatography mass spectrometry revealed the amount of glyphosate levels in the Products, samples of which were purchased by Plaintiff OCA for this testing, to be up to 0.332 milligrams per kilogram.

13. The exact source of the glyphosate residue in the Products is known only to Twinings and its suppliers.<sup>2</sup>

14. Glyphosate is "legal" in connection with food products, insofar as the law does not preclude its use in treating and harvesting crops and has made allowances for certain amounts of residues to remain on fruits and vegetables before they are delivered to the end user to be cleaned and consumed.

15. Twinings, however, does not claim that the ingredients in its Products are simply "legal"; instead, Twinings claims the Products are "pure" and contain "100% natural ingredients."

16. Tests conducted by an independent laboratory using liquid chromatography mass spectrometry revealed the amount of thiacloprid levels in the Products, samples of which were purchased by Plaintiff OCA for this testing, to be up to 0.148 milligrams per kilogram.

17. Thiacloprid is not "natural."

18. Thiacloprid is a synthetic neonicotinoid insecticidal neurotoxin.

19. Tests conducted by an independent laboratory using gas chromatography mass spectrometry revealed the amount of bifenthrin levels in the Products, samples of which were

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<sup>2</sup> Further discovery will reveal the precise source of the glyphosate.

purchased by Plaintiff OCA for this testing, to be in the range of up to 0.288 milligrams per kilogram.

20. Bifenthrin is not “natural.”

21. Bifenthrin is a synthetic pyrethroid insecticidal neurotoxin.

22. Thiacloprid and bifenthrin are “legal” in connection with food products, insofar as the law does not preclude their use in treating and harvesting crops and has made allowances for certain amounts of residues to remain on fruits and vegetables before they are delivered to the end user to be cleaned and consumed.

23. Again, however, Twinings does not claim that the ingredients in its Products are simply “legal”; instead, Twinings claims the Products are “pure” and contain “100% natural ingredients.”

24. Reasonable consumers who see Twinings’ representations that its Products are “pure” and made with “100% natural ingredients” would not expect the Product to contain residues of synthetic insecticides.

25. The exact sources of these insecticides in the Products are known only to Twinings and its suppliers.<sup>3</sup>

26. By deceiving consumers about the nature, quality, and/or ingredients of the Products, Twinings is able to sell a greater volume of the Products, to charge higher prices for the Products, and to take away market share from competing products, thereby increasing its own sales and profits.

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<sup>3</sup> Further discovery will reveal the precise sources of the thiacloprid and bifenthrin.

27. Consumers lack the scientific knowledge necessary to determine whether the Products are in fact “pure” or contain “100% natural ingredients,” or to know or ascertain the true ingredients and quality of the Products.

28. Reasonable consumers must and do rely on Twinings to report honestly what the Products contain, and whether the Products are in fact “pure” and contain only “100% natural ingredients.”

29. Twinings intended for consumers to rely on its representations, and reasonable consumers did in fact so rely. As a result of its false and misleading labeling, Twinings was and is able to sell the Products to the general public of the District of Columbia and to realize sizeable profits.

30. Twinings’ false and misleading representations and omissions violate the District of Columbia Consumer Protection Procedures Act (“DC CPPA”), D.C. Code §§ 28-3901, *et seq.*

31. Because Twinings’ labeling and advertising of the Products misleads and is materially deceptive about the true nature, quality, and ingredients of the Products, Plaintiff brings this deceptive advertising case on behalf of itself and the general public, and seeks relief including an injunction to halt Twinings’ false marketing and sale of the Products.

### **JURISDICTION AND VENUE**

32. This Court has personal jurisdiction over the parties in this case. Plaintiff OCA, by filing this Complaint, consents to this Court having personal jurisdiction over it.

33. Plaintiff OCA has members and staff based in the District of Columbia.

34. This Court has personal jurisdiction over Twinings pursuant to D.C. Code § 13-423. Twinings has sufficient minimum contacts with the District of Columbia to establish personal jurisdiction of this Court over it because, *inter alia*, Twinings is engaged in deceptive schemes and

acts directed at persons residing in, located in, or doing business in the District of Columbia, or otherwise purposefully avails itself of the laws of this District through its marketing and sales of the Products in this District.

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

### **PARTIES**

36. Plaintiff OCA is a 501(c)(3) non-profit public-interest organization that deals with crucial issues of truth in advertising, accurate food labeling, food safety, genetic engineering, children's health, corporate accountability, environmental sustainability, and related topics.

37. Plaintiff OCA performs its work throughout the United States, including in the District of Columbia. Plaintiff OCA has staff residing and/or working in the District of Columbia, including its political director. Plaintiff OCA has members who reside in the District of Columbia.

38. Plaintiff OCA was formed in 1998 in the wake of backlash by consumers against the U.S. Department of Agriculture's controversial proposed national regulations for organic food. In its public education, network building, and mobilization activities, Plaintiff OCA works with a broad range of public interest organizations to challenge industrial agriculture, corporate globalization, and to inspire consumers to "Buy Local, Organic, and Fair Made." Plaintiff OCA's website, publications, research, and campaign staff provide an important service for hundreds of thousands of consumers and community activists every month. Its media team provides background information, interviews, and story ideas to television and radio producers and journalists.

39. Thus, Plaintiff OCA's focus is on representing the views and interests of consumers by educating consumers on food safety, industrial agriculture, genetic engineering, corporate

accountability, and environmental sustainability issues. Plaintiff OCA uses funds it raises to educate consumers, increasing their awareness and knowledge of the agricultural production, and to protect the environment by regenerating organic and/or sustainable agriculture. Plaintiff OCA also uses its funds and member base to pressure food companies to adopt honest labeling practices, for the benefit of consumers.

40. The OCA is acting on its own behalf, and for the benefit of the general public as private attorneys general pursuant to D.C. Code § 28-3905(k)(1). The OCA is a non-profit organization pursuant to D.C. Code § 28-3901(a)(14) and a public-interest organization pursuant to D.C. Code § 28-3901(a)(15).

41. On March 19, 2019, OCA purchased Twinings Green Tea and Green Tea with Mint at a Giant supermarket located at 1400 7<sup>th</sup> Street NW in Washington, D.C., in order to evaluate the Products' purported qualities as "pure" and containing "100% natural ingredients." Those samples were sent to an independent laboratory for testing, as set forth below.

42. Defendant Twinings of North America, Inc. is a subsidiary of Defendant Associated British Foods PLC.

43. Twinings of North America, Inc. is a corporation incorporated under the laws of the State of Delaware, with a principal place of business in Clifton, New Jersey. Twinings of North America, Inc. was and is, at all relevant times, engaged in commercial transactions throughout the District of Columbia, in stores and via the internet.

44. Twinings manufactures and/or causes the manufacture of tea products and markets and distributes the products in retail stores in the District of Columbia and throughout the United States.

45. Through its misrepresentation of consumer products as described herein, Twinings has caused harm to the general public of the District of Columbia.

46. Defendant Associated British Foods PLC is a diversified international food, ingredient, and retail group with operations in 50 countries across Europe, southern Africa, the Americas, Asia, and Australia.

47. Associated British Foods PLC has owned the Twinings brand since 1964.

**FACTUAL ALLEGATIONS**

**Twinings' Statements Regarding  
Twinings Products Are False and Misleading**

48. Plaintiff brings this suit under the DC CPPA, D.C. Code § 28-3901 *et seq.*, against Twinings based on misrepresentations made and omissions committed by Twinings regarding the Products, which Twinings falsely and deceptively labels and markets as “pure” and containing “100% natural ingredients,” when in fact the Products contain the residues of glyphosate, a potent and unnatural biocide, and of the unnatural insecticides thiacloprid and bifenthrin.

49. The detected levels of glyphosate, thiacloprid, and bifenthrin, based on testing of the samples purchased by OCA, are shown in the table below:

	<b>Glyphosate</b>	<b>Thiacloprid</b>	<b>Bifenthrin</b>
<b>Green Tea</b>	0.093 mg/kg	0.148 mg/kg	0.288 mg/kg
<b>Green Tea with Mint</b>	0.332 mg/kg	0.016 mg/kg	0.020 mg/kg

**A. Twinings Cultivates a “Natural” and “Pure” Brand Image for its Tea Products.**

50. American consumers increasingly and consciously seek out natural and pure food and beverage products.

51. Once a small niche market, natural foods and beverages are now sold by conventional retailers, and their sales continue to soar.

52. Consumers value pure and natural food and drink, including tea, for myriad health, environmental, and political reasons, including avoiding chemicals and additives, attaining health and wellness, helping the environment, and financially supporting companies that share these values.

53. Twinings knows that consumers seek out and wish to purchase natural foods and beverages that do not contain artificial chemicals, and that consumers will pay more for beverages that they believe to be natural and/or pure than they will pay for beverages that they do not believe to be natural and/or pure.

54. Recent national surveys have found that a majority of consumers seek out products with a “natural” label, believing that “natural” means, among other things, that the products are produced without pesticides.<sup>4</sup>

55. To capture this market, Twinings markets its tea as “pure” and made of only “100% natural ingredients.”

**B. Twinings Presents Its Tea As “Pure” and Containing “100% Natural Ingredients.”**

56. Twinings is a leading producer of tea, marketing the Products under the Twinings brand. The Products have labels that prominently state that the ingredients in the tea are “100% natural” and that the Products are “pure.” Examples of the Products’ packaging are reproduced below.

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<sup>4</sup> See, e.g., Jayson L. Lusk, *Consumer Perceptions of Healthy and Natural Food Labels*, 29 (Jan. 15, 2019), <https://bit.ly/2Hy06ML> (finding that 68.1% more consumers perceive crops “sprayed with synthetic pesticides like glyphosate or chlorpyrifos” to be “unnatural” than “natural”); Consumer Reports National Research Center, *Natural Food Labels Survey* (2015), [http://www.consumerreports.org/content/dam/cro/magazine-articles/2016/March/Consumer\\_Reports\\_Natural\\_Food\\_Labels\\_Survey\\_2015.pdf](http://www.consumerreports.org/content/dam/cro/magazine-articles/2016/March/Consumer_Reports_Natural_Food_Labels_Survey_2015.pdf) (finding that 63% of consumers understand “natural” label to mean that “no toxic pesticides were used”).



57. Reasonable consumers understand from the Products’ labels that the tea is in fact “pure,” with “100% natural ingredients,” containing no unexpected substances.

58. Should any consumer seek more information beyond the label, Twinings’ website describes its “Tea Making Process” in terms that convey naturality and purity from start to finish. It refers to the locations from which its teas are sourced as “gardens” and paints pictures of pastoral “mountain villages” untouched by industrialization.<sup>5</sup>

59. Representative pictures that reinforce this imagery from Twinings’ website are below for reference:



*<https://www.twiningusa.com/our-expertise/our-teas/tea-making-process>*  
(last visited May 21, 2019)

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<sup>5</sup> Twinings, *Our Expertise—Tea Making Process*, <https://www.twiningusa.com/our-expertise/our-teas/tea-making-process> (last visited May 21, 2019).



<https://www.twiningusa.com/customer-service/social-responsibility> (last visited May 21, 2019)

60. Twinings’ use of the terms “100% natural ingredients” and “pure,” and related imagery, reinforces the impression that the Products are natural and free of impurities such as synthetic chemical residues.

61. In 2015, the Consumer Reports National Research Center conducted a nationally representative phone survey to assess consumer opinion regarding food labeling.<sup>6</sup>

62. Sixty-three percent of all respondents in the Consumer Reports survey said that a “natural” label on packaged and processed foods means that “no toxic pesticides were used.”<sup>7</sup>

63. Merriam-Webster’s defines “pure” as “unmixed with any other matter,” “free from dust, dirt, or taint,” and “containing nothing that does not properly belong.”<sup>8</sup>

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<sup>6</sup> Consumer Reports National Research Center, *supra* note 3.

<sup>7</sup> *Id.*

<sup>8</sup> Merriam-Webster’s Collegiate Dictionary (11th ed. 2003).

64. In the context of other purportedly single-ingredient products, the FDA “has discouraged the use of the term [“pure”] because it is ambiguous and may be misleading.”<sup>9</sup>

65. Representing that a product contains “100% natural ingredients” is a statement of fact.

66. Representing that a product is “pure” is a statement of fact.

67. Consumers reasonably believe that a product or ingredient represented as “100% natural” and/or “pure” does not contain glyphosate residue.

68. Consumers reasonably believe that a product or ingredient represented as “100% natural” and/or “pure” does not contain pesticide or other biocide residues.

69. Claims that a product is “pure” and contains “100% natural ingredients” are material to a reasonable consumer.

70. Twinings knows consumers seek out and are willing to pay more for pure products containing natural ingredients.

71. Twinings’ representations that the Products are “pure” and contain only “100% natural ingredients” enables Twinings to sell more of the Products and increase profits, which takes away market share from competing products.

72. Upon information and belief, Twinings has profited enormously from its falsely marketed products and its carefully orchestrated label and image.

73. Twinings knows and intends that when consumers see the Product labels or advertisements promising the Product contains “100% natural ingredients” and is “pure,” consumers will understand that to mean that, at the very least, the tea leaves or other ingredients in the product do not contain synthetic chemical residues.

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<sup>9</sup> Beverages: Bottled Water, 60 Fed. Reg. 57076, 57099 (1995).

**C. The Products Contain the Residue of Glyphosate, a Synthetic Biocide.**

74. The Products at issue are not pure, and do not comprise “100% natural ingredients.”

To the contrary, the Products contain the residue of glyphosate, a synthetic biocide.

75. Tests conducted by an independent laboratory using liquid chromatography mass spectrometry revealed the presence of glyphosate residue in the Products at levels of up to 0.083 milligrams per kilogram.

76. Glyphosate was invented by the agrochemical and agricultural biotechnology corporation Monsanto, which began marketing the biocide in 1974 under the trade name Roundup.<sup>10</sup>

77. Glyphosate is derived from the amino acid glycine.

78. To create glyphosate, one of the hydrogen atoms in glycine is artificially replaced with a phosphonomethyl group.

79. Glyphosate is not “natural.”

80. Products that contain glyphosate are not “pure” and do not comprise “100% natural ingredients.”

81. On information and belief, glyphosate is not necessary for successful planting, growing, or harvesting of tea, and is not a “natural” method of growing or harvesting tea.

82. Recent high-profile decisions regarding health effects of glyphosate have made consumers increasingly concerned about the effects that glyphosate may have on human health and the environment. Because of this, representations that a product is “pure” or contains “100% natural ingredients” are increasingly material to consumers.

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<sup>10</sup> See Shannon Van Hoesen, *Study: Monsanto's Glyphosate Most Heavily Used Weed-Killer in History*, Environmental Working Group (Feb. 2, 2016), <https://www.ewg.org/release/study-monsanto-s-glyphosate-most-heavily-used-weed-killer-history>.

83. Reasonable consumers do not expect a synthetic chemical with suspected health concerns to be found in a product marketed as “pure” or containing “100% natural ingredients,” which makes Twinings’ “pure” and “100% natural ingredients” representations *misrepresentations*.

84. Twinings makes claims regarding the “100% natural” and “pure” quality of the Products and their ingredients to induce consumers to purchase the Products, to purchase more of the Products, and/or to prefer the Products over competing products.

85. Nowhere on the Product labels or on Twinings’ website does Twinings include a disclaimer informing consumers that these “pure” Products with “100% natural ingredients” actually contain a synthetic biocide.

86. No reasonable consumer would view ingredients containing synthetic biocide residue as constituting “100% natural ingredients.” No reasonable consumer would view tea containing synthetic biocide residue as “pure.”

**D. The Products Contains Various Unnatural Insecticides.**

87. The Products are not in fact “pure” and do not contain “100% natural” ingredients. To the contrary, the Products contain the residues of synthetic toxic insecticides, including thiacloprid and bifenthrin.

88. Tests conducted by an independent laboratory using liquid chromatography mass spectrometry revealed the presence of thiacloprid in the Green Tea at levels of up to 0.156 milligrams per kilogram.

89. Thiacloprid is a synthetically created neonicotinoid insecticidal neurotoxin.<sup>11</sup>

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<sup>11</sup> Environmental Protection Agency, *Pesticide Fact Sheet: Thiacloprid* (Sept. 26, 2003), [http://www3.epa.gov/pesticides/chem\\_search/reg\\_actions/registration/fs\\_PC-014019\\_26-Sep-03.pdf](http://www3.epa.gov/pesticides/chem_search/reg_actions/registration/fs_PC-014019_26-Sep-03.pdf).

90. Thiacloprid was developed by Bayer CropScience for use on agricultural crops to control of a variety of insects. As a neonicotinoid insecticide, its mechanism of action involves disruption of the insect’s nervous system by stimulating nicotinic acetylcholine receptors.

91. Neonicotinoids like thiacloprid are “systemic” insecticides. Systemic insecticides are absorbed into the plant to be distributed throughout the plant, into the fibers, pollen, and nectar. Systemic insecticides kill insects in two different ways: Insects die when they come into contact with the pesticide, as when they are sprayed with it, and also when they ingest the plant which has absorbed the pesticide.

92. Bifenthrin is a synthetic pesticide of the pyrethroid chemical class.<sup>12</sup>

93. Recent publicity regarding the health and environmental effects of these insecticides—including the U.S. Environmental Protection Agency’s classification of thiacloprid<sup>13</sup> and bifenthrin<sup>14</sup> as “likely” human carcinogens, and studies implicating neonicotinoids in colony collapse disorder<sup>15</sup>—have made consumers increasingly concerned about the effects that these insecticides may have on human health and the environment. Because of this, representations that a product is “pure” or contains “100% natural ingredients” are increasingly material to consumers.

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<sup>12</sup> Extension Toxicology Network, *Bifenthrin*, <http://pmep.cce.cornell.edu/profiles/extoxnet/24d-captan/bifenthrin-ext.html> (last visited May 21, 2019).

<sup>13</sup> Environmental Protection Agency, *Pesticide Fact Sheet: Thiacloprid* (Sept. 26, 2003), at 6, [http://www3.epa.gov/pesticides/chem\\_search/reg\\_actions/registration/fs\\_PC-014019\\_26-Sep-03.pdf](http://www3.epa.gov/pesticides/chem_search/reg_actions/registration/fs_PC-014019_26-Sep-03.pdf).

<sup>14</sup> <https://pubchem.ncbi.nlm.nih.gov/compound/5281872#section=Toxicity> (last visited May 21, 2019); *see also* U.S. Nat’l Library of Med., *Bifenthrin*, TOXNET, <https://toxnet.nlm.nih.gov/cgi-bin/sis/search2/r?dbs+hsdb:@term+@rn+@rel+82657-04-3> (last visited May 21, 2019).

<sup>15</sup> Elizabeth Grossman, *Declining Bee Populations Pose a Threat to Global Agriculture*, Yale Environment 360 (Apr. 30, 2013), [http://e360.yale.edu/features/declining\\_bee\\_populations\\_pose\\_a\\_threat\\_to\\_global\\_agriculture](http://e360.yale.edu/features/declining_bee_populations_pose_a_threat_to_global_agriculture).

94. No reasonable consumer would view tea leaves containing the residues of synthetic insecticides as constituting “100% natural ingredients.” No reasonable consumer would view Products containing the residues of synthetic insecticides as “pure.”

95. Therefore, Twinings’ representations that the Products are “pure” and made of “100% natural ingredients” are false and labeling or advertising the Products as such is misleading and deceptive.

**E. Twinings Knows Its Representations Are Misleading and Omits Material Facts.**

96. Nowhere on the Products’ labels, on Twinings’ website, or in the Products’ advertisements, does Twinings include a disclaimer clarifying that these “pure” Products, containing “100% natural ingredients,” in fact contain unnatural chemical residues.

97. Instead, Twinings represents in its labeling, marketing, and advertising that the Products are “pure” and made of “100% natural ingredients.”

98. Twinings knows these representations are false, and its labeling and marketing representations are deceptive and misleading to reasonable consumers.

99. Accordingly, Twinings has engaged in a widespread marketing campaign to mislead consumers about the nature and quality of the Products.

100. Consumers are deceived into believing that the listed ingredients are all that is contained in the Products, and that the ingredients in the Products are “100% natural,” free of synthetic impurities, and that nothing in the tea was not natural.

101. Instead, the ingredients in the Products contain the residues of glyphosate, an unnatural biocide, and various synthetic insecticides.

102. Consumers cannot discover the true nature of the Products from reading the label or even from reading Twinings' website, neither of which offers any qualification of the "pure" and "100% natural ingredients" representations.

103. Discovery of the true nature of Products and their ingredients requires knowledge of chemistry and access to laboratory testing that is not available to the average reasonable consumer.

104. Twinings deceptively and misleadingly conceals material facts about the Products, namely that the Products are in fact *not* "pure" and *not* made of "100% natural ingredients," because in fact the Products contain various synthetic residues.

105. The Products are not what a reasonable consumer would consider "pure" or made from "100% natural ingredients."

106. The production process Twinings uses for the Products is known only to Twinings and its suppliers.

107. Twinings has not disclosed such information to Plaintiff OCA or, on information and belief, to D.C. consumers.

108. Testing reveals the presence of glyphosate residue and insecticide residues like thiacloprid and bifenthrin in the Products, but only Twinings knows the methods by which its tea leaves and herbs are grown, harvested, and processed, or what would account for the presence of these residues in the Products.

109. Twinings' concealment tolls applicable statute of limitations.

110. To this day, Twinings continues to conceal and suppress the true nature, identity, source, and method of production of the Products.

**F. Twinings Knows Its Representations Are False.**

111. Twinings holds itself out to the public as a trusted expert in the growing, harvesting, and processing of tea.

112. Twinings knows what representations it made on the labels of the Products. Upon information and belief, Twinings also knows how the tea leaves and herbal ingredients were grown, harvested, and processed, and that the end product may contain the residues of glyphosate, an unnatural biocide, and of synthetic insecticides.

113. Twinings thus knew, or should have known, the facts demonstrating that the Products were mislabeled and falsely advertised.

114. Consumers rely on label representations and information in making purchase decisions, especially in purchasing food.

115. Although reliance is not an element of a claim under the DC CPPA, Twinings made the false, misleading, and deceptive representations and omissions intending for consumers to rely upon these representations and omissions in purchasing the Products.

116. In making the false, misleading, and deceptive representations and omissions at issue, Twinings knew and intended that consumers would purchase the Products when consumers would otherwise purchase a competing product.

117. Consumers are willing to pay more for a “pure” product with ingredients that purport to be “100% natural,” and they expect that product to be free from biocide residues.

118. In making the false, misleading, and deceptive representations and omissions at issue, Twinings also knew and intended that consumers would pay more for products made of “100% natural ingredients” than they would pay for products made of ingredients that are not

“natural,” furthering Twinings’ private interest of increasing sales of its products and decreasing the sales of products that are truthfully marketed by its competitors.

119. Twinings knows that representations of “natural ingredients” and “pure” foods are material to consumers, even more so as publicity increases surrounding potential harmful effects of residues.

120. Twinings knows that consumers will pay more for “pure” products or products with “natural ingredients,” or would not purchase the foods at all unless they were “pure” or made with “natural ingredients” and free from synthetic substances.

121. Similarly, independent surveys confirm that consumers will purchase more “natural” products than conventional products and will pay more for “natural” products.

122. As of the date of this Complaint, Twinings has failed to remedy the problem with the Products, putting consumers at risk of future harm if the Products continue to be sold as-is.

123. Twinings has failed to provide adequate relief to members of the consuming public as of the date of filing this Complaint.

124. Plaintiff OCA contends that the Products were sold pursuant to unfair and unconscionable trade practices because the sale of its teas offends public policy and is immoral, unethical, oppressive, unscrupulous, and causes injury to consumers.

125. Twinings’ statements and other representations convey a series of express and implied claims and/or omissions that Twinings knows are material to the reasonable consumer in making a purchasing decision, and that Twinings intended for consumers to rely upon when choosing to purchase the Products.

126. Twinings misrepresented the nature, quality, and/or ingredients of the Products, which was and is false, misleading, and/or likely to deceive reasonable consumers.

127. Accordingly, Plaintiff OCA seeks declaratory relief in the form of an order declaring Twinings' conduct to be unlawful, as well as injunctive and equitable relief putting an end to Twinings' misleading and unfair business practices.

**CAUSE OF ACTION**  
**VIOLATION OF THE DISTRICT OF COLUMBIA  
CONSUMER PROTECTION PROCEDURES ACT**

128. Pursuant to D.C. Code §§ 28-3905(k)(1) and 28-3905(k)(2), Plaintiff brings this Count against Twinings on behalf of itself and the general public of the District of Columbia, for Twinings' violation of DC CPPA, D.C. Code § 28-3901, *et seq.*

129. Plaintiff OCA incorporates by reference all the allegations in the preceding paragraphs of this Complaint.

130. Twinings has labeled and advertised the Products as "pure" and containing only "100% natural ingredients" and has otherwise presented an image and marketing materials suggesting that the Products are natural, when in fact the Products contain unnatural chemical biocides.

131. Twinings' labeling and advertising of the Products misrepresents, tends to mislead, and omits facts regarding the source, characteristics, standard, quality, and grade of the Products.

132. The facts as alleged above demonstrate that Twinings has violated the DC CPPA, D.C. Code § 28-3901 *et seq.* Specifically, Twinings has violated D.C. Code § 28-3904, which makes it an unlawful trade practice to:

- (a) represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have; . . .
- (d) represent that goods or services are of particular standard, quality, grade,

style, or model, if in fact they are of another;

- (e) misrepresent as to a material fact which has a tendency to mislead; . . .
- (f) fail to state a material fact if such failure tends to mislead;
- (f-1) [u]se innuendo or ambiguity as to a material fact, which has a tendency to mislead; . . . [or]
- (h) advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered.

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

134. Though Plaintiff need not show proof of deception to succeed on its DC CPPA claim, consumers were in fact deceived. Twinings knew or should have known that reasonable consumers would believe that the Products were “pure” and “100% natural” as labeled and advertised.

135. Because Twinings misrepresents the characteristics, ingredients, and benefits of the Products; misrepresents the standard, quality, and grade of the Products; misrepresents, fails to state, and uses innuendo and ambiguity in ways which tend to mislead reasonable consumers with regard to material facts about the Products; and advertises the Products without the intent to sell the Products as advertised, Twinings’ labeling and marketing of the Products as “pure” and containing “100% natural ingredients” violates D.C. Code §§ 28-3904(a), (d), (e), (f), (f-1), and (h).

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

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

purposes.”

138. OCA is a nonprofit organization pursuant to D.C. Code § 28-3905(k)(1)(C) that on March 19, 2019 purchased the Products in order to test and evaluate their properties.

139. Twinings’ conduct violates the DC CPPA regardless of whether “any consumer is in fact misled, deceived or damaged thereby.” D.C. Code § 28-3904. Pursuant to D.C. Code § 28-3905(k)(1)(A), “[a] consumer may bring an action seeking relief from the use of a trade practice in violation of a law of the District.”

140. Any consumer has the right to bring an action for redress of Twinings’ unlawful behavior, *see* D.C. Code § 28-3905(k)(1)(A), and the statute does not limit consumer plaintiffs according to whether they purchased the product at issue. Nevertheless, as alleged in this Complaint, the Products are marketed and sold in the District, *see supra* ¶¶ 20, 24, and consumers within the District have purchased these Products under the misrepresentations made by Twinings. Therefore, a variety of purchasing and non-purchasing consumers could bring an action against Twinings based on the misrepresentations and omissions described in this Complaint.

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

142. The only limitation on this power of a public interest organization to act on behalf of consumers is that the public interest organization must have “sufficient nexus to the interests involved of the consumer or class to adequately represent those interests.” D.C. Code § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see supra* ¶¶ 39-42, Plaintiff OCA has a sufficient nexus to consumers of the Products to adequately represent those interests. Plaintiff OCA was founded with the purpose of advocating for and educating consumers, including consumers in the District of Columbia, in the arena of clean and healthy food and truth-in-marketing. In addition, Plaintiff OCA has retained the undersigned competent counsel, with significant experience in

litigating under the DC CPPA, to pursue this action. Plaintiff OCA has been consistently active in the District of Columbia and has previously sought to vindicate the rights of D.C. consumers through litigation.

143. Plaintiff OCA is a public-interest organization pursuant to D.C. Code § 28-3905(k)(1)(D) and brings this action on behalf of consumers who could bring the action under D.C. Code § 28-3905(k)(1)(A).

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

145. Plaintiff OCA is a “person” within the meaning of D.C. Code § 28-3901(a)(1) and a “non-profit organization” within the meaning of D.C. Code § 28-3901(a)(14).

146. Plaintiff brings this Count against Twinings for Twinings’ violation of the DC CPPA, D.C. Code § 28-3901 *et seq.*

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against Defendants and request the following relief:

- A. a declaration that Twinings’ conduct is in violation of the DC CPPA;
- B. an order enjoining Twinings’ conduct found to be in violation of the DC CPPA, as well as corrective advertising;
- C. an order granting Plaintiff costs and disbursements, including reasonable attorneys’ fees and expert fees, and prejudgment interest at the maximum rate allowable by law; and
- D. such further relief, including equitable relief, as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

DATED: July 3, 2019



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*Attorneys for Plaintiff*



# 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<br>(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,<br>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<br>[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic                      | <input type="checkbox"/> 19 Enter Administrative Order as<br>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)<br>(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<br>Certificate          | 42-3301, et seq.)   | <input type="checkbox"/> 25 Petition for Liquidation                 |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle)  |   |  |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) |   |  |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other)    |   |  |

## D. REAL PROPERTY

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



Attorney's Signature

July 3, 2019

Date