

Superior Court of the District of Columbia

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D.C. Superior Court
07/30/2020 09:47AM
Clerk of the Court

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

ORGANIC CONSUMERS ASSOCIATION, 6771 South Silver Hill
Drive, Finland, MN 55603

Case Number: **2020 CA 003368 B**

vs

Date: July 30, 2020

MOWI ASA, Sandviksboder 77AB, 5035, Bergen, Norway; MOWI
USA, LLC, 8499 N.W. 80th Street, Medley, FL 33166; and MOWI
DUCKTRAP, LLC, 254 Commercial Street, Portland, ME 04101

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

Name: <i>(Please Print)</i> Kim E. Richman	Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Richman Law Group	
Telephone No.: 718-705-4579 Six digit Unified Bar No.: 1022978	

TYPE OF CASE: ☐ Non-Jury ☐ 6 Person Jury ☒ 12 Person Jury
Demand: \$ _____ Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|---|---|
| <input type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | Over \$25,000 Pltf. Grants Consent | Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | Under \$25,000 Pltf. Grants Consent | Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration | |
| | Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,
Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input checked="" type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (Including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile,
Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

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



Attorney's Signature

July 30, 2020

Date

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

<p>ORGANIC CONSUMERS ASSOCIATION, a nonprofit corporation, 6771 South Silver Hill Drive, Finland, MN 55603,</p> <p style="text-align:right">Plaintiff,</p> <p style="text-align:center">v.</p> <p>MOWI ASA, Sandviksboder 77AB, 5035, Bergen, Norway; MOWI USA, LLC, 8499 N.W. 80th Street, Medley, FL 33166; and MOWI DUCKTRAP, LLC, 254 Commercial Street, Portland, ME 04101,</p> <p style="text-align:right">Defendants.</p>	<p>Case No. <u>2020 CA 003368 B</u></p> <p>COMPLAINT</p> <p><u>DEMAND FOR JURY TRIAL</u></p>
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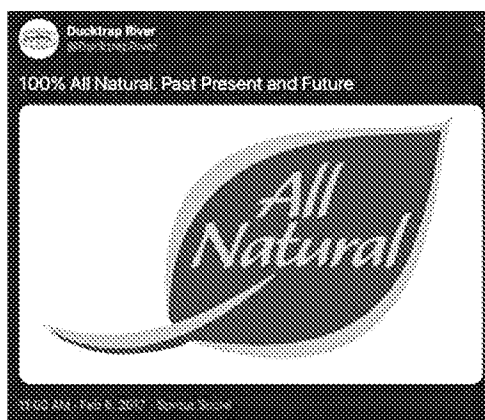
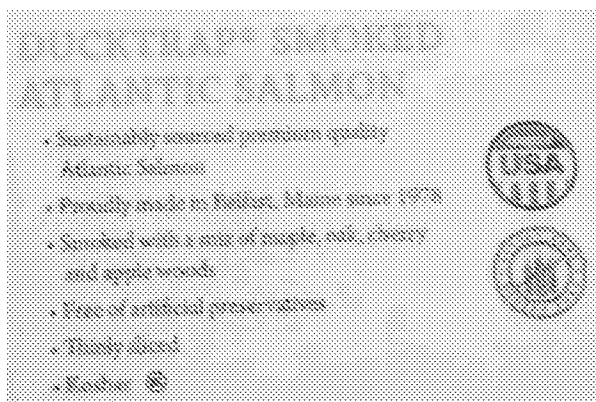
Plaintiff Organic Consumers Association (“OCA”) brings this action against Defendants Mowi ASA; Mowi USA, LLC; and Mowi Ducktrap, LLC (collectively, “Mowi”) and alleges the following based upon personal knowledge, information, and belief. This Complaint is on behalf of the general public of the District of Columbia, in the interest of consumers.

INTRODUCTION

1. This is a consumer-protection case concerning deceptive marketing representations about salmon products. The case is brought by OCA, a nonprofit, public-interest organization dedicated to consumer protection. OCA seeks no monetary damages, only an end to the deceptive marketing and advertising at issue. OCA acts on behalf of the general public of the District of Columbia.

2. Mowi is the world's largest producer of Atlantic salmon.¹ Mowi produces smoked Atlantic salmon products (the "Products"²), which it markets under the brand name Ducktrap River of Maine ("Ducktrap").³

3. In its Ducktrap marketing, Mowi makes representations designed to convey to D.C. consumers that the Products are (1) sustainably sourced ("Sustainability Representations"); (2) all natural ("Natural Representations"); and (3) sourced from Maine ("Maine Representations").⁴ Examples of these representations are seen in the images below.



¹ *Premium Sustainable Salmon*, Mowi, <https://mowi.com/about/> (last visited July 28, 2020).

² Discovery may reveal that additional Mowi brands and products should be included within the scope of the allegations in this Complaint, and Plaintiff OCA reserves the right to add such products.

³ *Healthy and Delicious Seafood*, Mowi, <https://mowi.com/products/> (last visited July 28, 2020); *Ducktrap River of Maine*, <http://ducktrap.com/> (last visited July 28, 2020); *Smoked Salmon*, Ducktrap River of Maine, <http://ducktrap.com/products/smoked-salmon/> (last visited July 28, 2020).

⁴ Discovery may reveal that additional representations should be included within the scope of the allegations in this Complaint, and Plaintiff OCA reserves the right to add such representations.

4. Mowi's Sustainability Representations lead D.C. consumers to believe that the Products are "sustainably sourced," "farm[ed] sustainably," "environmentally sustainable," and "eco-friendly," and thus suggest to consumers that the Products are made from salmon that are sustainably sourced in accordance with higher environmental and animal welfare standards.

5. In reality, the Products are made from salmon industrially farmed using unsustainable and environmentally destructive practices.

6. Mowi's Natural Representations lead D.C. consumers to believe that the Products are "All Natural" or "100% All Natural," and thus suggest to consumers that the Products are made from salmon that are not treated with artificial chemicals.

7. In reality, the Products are made from salmon that are treated with artificial chemicals such as antibiotics and pesticides.

8. Mowi's Maine Representations lead D.C. consumers to believe that the Products are "from Maine" and "from the coast of Maine," and thus tend to suggest to consumers that the Products are made from salmon that are from Maine or off the coastline of Maine.

9. In reality, the Products are made from salmon industrially farmed outside of the United States.

10. Thus, Mowi's marketing—which suggests that the Products are made from sustainably sourced, all-natural salmon from Maine—is false and misleading to D.C. consumers.

STATUTORY FRAMEWORK

11. This action is brought under the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.*

12. The CPPA makes it a violation for "any person" to, *inter alia*:

Represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;

Represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;

Misrepresent as to a material fact which has a tendency to mislead;

Fail to state a material fact if such failure tends to mislead;

Use innuendo or ambiguity as to a material fact, which has a tendency to mislead;

Advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered; or

Use deceptive representations or designations of geographic origin in connection with goods or services.

D.C. Code § 28-3904(a), (d), (e), (f), (f-1), (h), (t).

13. A violation of the CPPA may occur regardless of “whether or not any consumer is in fact misled, deceived or damaged thereby.” *Id.* § 28-3904.

14. The CPPA “establishes an enforceable right to truthful information from merchants about consumer goods and services that are or would be purchased, leased, or received in the District of Columbia.” *Id.* § 28-3901(c). The statute “shall be construed and applied liberally to promote its purpose.” *Id.*

15. Because OCA is a public-interest organization, it may act on behalf of the general public and bring any action that an individual consumer would be entitled to bring:

[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.

Id. § 28-3905(k)(1)(D)(i). Subparagraph (A) provides: “A consumer may bring an action seeking relief from the use of a trade practice in violation of a law of the District.”

16. A public-interest organization may act on behalf of consumers, *i.e.*, the general public of the District of Columbia, so long as the organization has “sufficient nexus to the interests involved of the consumer or class to adequately represent those interests.” *Id.* § 28-3905(k)(1)(D)(ii). As set forth in this Complaint, *see infra* ¶¶ 103-06, Plaintiff OCA’s mission is to advocate for and educate consumers, which it has long done within the District of Columbia, and OCA has previously represented D.C. consumers in similar actions under the CPPA. OCA thus has a sufficient nexus to D.C. consumers to adequately represent their interests.

17. This is not a class action, or an action brought on behalf of a specific consumer or consumers, but an action brought by OCA on behalf of the general public, *i.e.*, D.C. consumers generally. No class certification will be requested.

18. This action does not seek damages. Instead, OCA seeks to end the unlawful conduct directed at D.C. consumers. Remedies available under the CPPA include “[a]n injunction against the use of the unlawful trade practice” and “[a]ny other relief which the court determines proper.” *Id.* § 28-3905(k)(2)(D), (F).

FACT ALLEGATIONS

19. Mowi markets the Products in the District of Columbia. It seeks to reach the District consumer base online through Facebook, Instagram, Twitter, its company website, and other media.

20. Through the Products’ packaging and online media, Mowi markets the Products with Sustainability Representations (“sustainably sourced,” “farm sustainably,” “WE CARE for the ecosystem,” “environmentally sustainable,” and “eco-friendly”); Natural Representations (“All

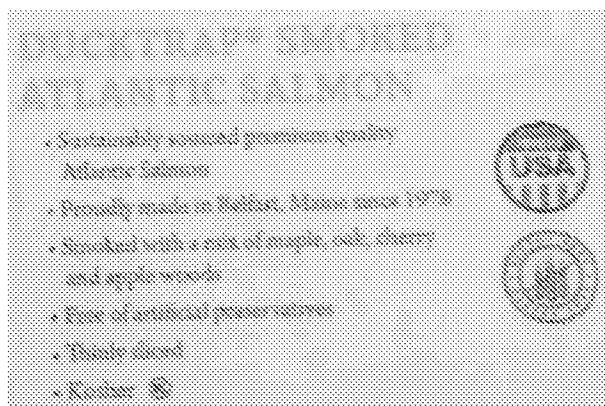
Natural” and “100% All Natural”); and Maine Representations (“Naturally Smoked Salmon FROM MAINE” and “from the coast of Maine”).

21. As described *infra* in Sections I-III, Mowi’s marketing representations lead D.C. consumers to believe that (1) its Products are made from salmon that are sustainably sourced in accordance with higher environmental and animal welfare standards; (2) its Products are made from salmon that are all natural and not treated with artificial chemicals; and (3) its Products are made from salmon that are sourced from Maine or off the coastline of Maine. These representations are false and misleading.

I. Mowi’s Sustainability Representations Suggest That the Products Are Made From Salmon That Are “Sustainably Sourced” in Accordance With Higher Environmental and Animal Welfare Standards—Which Is False and Misleading.

A. Mowi Makes Sustainability Representations on Its Packaging and Through Online Media.

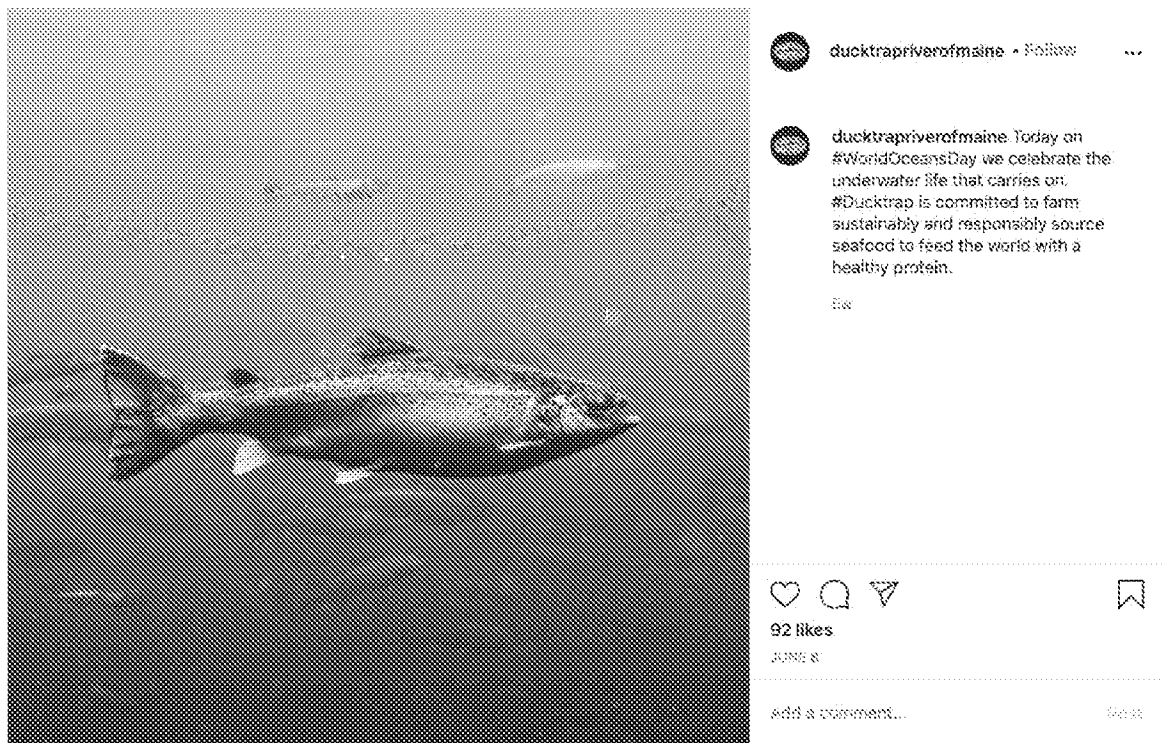
22. The retail packaging of some Products features the claim “*Sustainably sourced* premium quality Atlantic Salmon.”



23. Mowi makes additional representations throughout Ducktrap’s online marketing and social media that lead consumers to believe that the Products are sustainably sourced. Several examples of these representations are detailed below.

24. For example, a Ducktrap YouTube page states: “All our seafood is *sustainably sourced*”⁵

25. The Ducktrap Facebook and Instagram pages state: “#Ducktrap is committed to *farm sustainably* and responsibly source seafood to feed the world with a healthy protein.”⁶



26. The Ducktrap Facebook and Instagram pages state: “*WE CARE for the ecosystem* and source only the best healthy seafood.”⁷

⁵ Ducktrap, *Ducktrap – Setting the Standard for American Smoked Seafood Since 1978*, YouTube (Feb. 25, 2020), <https://www.youtube.com/watch?v=IHeg115kFfM> (emphasis added).

⁶ Ducktrap River of Maine (@ducktrapriverofmaine), Facebook (June 8, 2020), <https://www.facebook.com/ducktrapriverofmaine/photos/a.356193654464458/3002420039841793/?type=3&theater> (emphasis added); Ducktrap River of Maine (@ducktrapriverofmaine), Instagram (June 8, 2020), <https://www.instagram.com/p/CBMR63IM-ye/> (emphasis added).

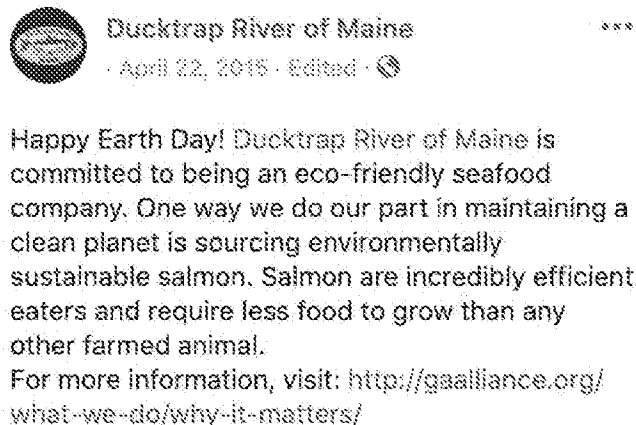
⁷ Ducktrap River of Maine (@ducktrapriverofmaine), Facebook (Apr. 21, 2020), <https://www.facebook.com/ducktrapriverofmaine/photos/a.356193654464458/2884637301620068/?type=3&theater> (emphasis added); Ducktrap River of Maine (@ducktrapriverofmaine), Instagram (Apr. 21, 2020), https://www.instagram.com/p/B_PwyAaA9GG/ (emphasis added).



27. Mowi has represented that the Products are “eco-friendly” and “environmentally sustainable” in older posts that remain available for viewing on its social media platforms.

28. For example, the Ducktrap Facebook page states:

Happy Earth Day! Ducktrap River of Maine is committed to being an *eco-friendly* seafood company. One way we do our part in maintaining a clean planet is sourcing *environmentally sustainable* salmon.⁸



⁸ Ducktrap River of Maine (@ducktrapriverofmaine), Facebook (Apr. 22, 2015), <https://www.facebook.com/ducktrapriverofmaine/photos/a.35619365446458/814029975347488/?type=3&theater> (emphasis added).

29. The Ducktrap Twitter page states: “#HappyEarthDay! #Ducktrap is committed to being an *eco-friendly* seafood company.”⁹

B. Mowi’s Sustainability Representations Suggest to Consumers That the Products Are Made From Salmon That Are Sustainably Sourced in Accordance With Higher Environmental and Animal Welfare Standards.

30. In warning letters to other companies, the Federal Trade Commission (“FTC”) has acknowledged that the terms “sustainable” and “eco-friendly” can be “interpreted to imply certain specific environmental benefits.” The FTC has “admonished” companies for using unqualified claims such as “sustainable” and “eco-friendly” due to the FTC’s determination that “it is highly unlikely that they can substantiate all reasonable interpretations of these claims.”¹⁰

31. The FTC’s Guides for the Use of Environmental Marketing Claims specifically notes that the term “eco-friendly,” when used without qualification, is “deceptive” because it “likely conveys that the product has far-reaching environmental benefits and may convey that the product has no negative environmental impact.”¹¹

32. Research demonstrates that claims such as “sustainably produced” are perceived by many consumers to mean “produced according to higher animal welfare standards.”¹²

33. Consumers have ranked the “minimal use of hormones and drugs,” “no pollution to the environment,” and “respect of fish welfare” as three of the four most important elements of sustainable aquaculture.¹³

⁹ Ducktrap River (@DucktrapRiver), Instagram (Apr. 22, 2015), <https://twitter.com/DucktrapRiver/status/590870511191719936> (emphasis added).

¹⁰ *FTC Sends Warning Letters to Companies Regarding Diamond Ad Disclosures*, Federal Trade Commission (Apr. 2, 2019), <https://www.ftc.gov/news-events/press-releases/2019/03/ftc-sends-warning-letters-companies-regarding-diamond-ad>.

¹¹ 16 C.F.R. § 260.4 (2012); *see also* *FTC Issues Revised “Green Guides”*, Federal Trade Commission (Oct. 1, 2012), <https://www.ftc.gov/news-events/press-releases/2012/10/ftc-issues-revised-green-guides> (“Very few products, if any, have all the attributes consumers seem to perceive from [claims such as ‘eco-friendly’], making these claims nearly impossible to substantiate.”).

¹² Katrin Zander et al., *Consumers’ Willingness to Pay for Sustainable Seafood Made in Europe*, 30 J. Int’l Food & Agribusiness Marketing 251 (Dec. 22, 2017).

¹³ *Id.*

34. A study on consumer perception of the phrase “ecologically sustainable” found that a majority of consumers “expect eco-labelled seafood to be harvested in a way that reduced impact on the fish population or the marine environment.”¹⁴ And, out of 235 responses, only four percent “expressed skepticism about the term [‘ecologically sustainable’]” and felt that “it was primarily a marketing term without real meaning.”¹⁵

C. The Products Are Sourced From Salmon Farmed Using Unsustainable and Environmentally Destructive Practices.

35. Mowi’s Sustainability Representations suggest to consumers that the Products are sustainably sourced in accordance with higher environmental and animal welfare practices, but in reality, the Products are sourced from salmon farmed using unsustainable and environmentally destructive practices.

36. The Products are made from salmon that are sourced from Mowi’s industrial fish farms in Chile, Scotland, Iceland, and Norway.¹⁶

37. Mowi uses vast quantities of wild-caught fish as feed for the salmon it raises. Salmon are carnivores and require over a pound of wild fish for every pound of weight they gain.¹⁷ Accordingly, experts have determined that the use of wild fish in aquaculture feed is “unsustainable for ocean ecosystems.”¹⁸

¹⁴ Loren McClenachan et al., *Fair Trade Fish: Consumer Support for Broader Seafood Sustainability*, 17 Fish & Fisheries 825 (Sept. 2016).

¹⁵ *Id.*

¹⁶ *Smoked Salmon*, Ducktrap River of Maine, <http://ducktrap.com/products/smoked-salmon/> (last visited July 28, 2020).

¹⁷ *Aquaculture: Wild Fish*, Monterey Bay Aquarium Seafood Watch, <https://www.seafoodwatch.org/ocean-issues/aquaculture/wild-fish> (last visited July 28, 2020).

¹⁸ Jillian P. Fry et al., *Environmental Health Impacts of Feeding Crops to Farmed Fish*, Env. Int’l, May 2016, at 201-14, <https://www.sciencedirect.com/science/article/pii/S0160412016300587>.

38. Mowi uses an ecologically dangerous method of salmon farming known as “open net pen aquaculture,” in which more than 70,000 salmon may be confined in a single “pen.”¹⁹ This practice has been banned in numerous jurisdictions due to concerns over environmental risks.²⁰ Images of Mowi’s facilities are below.



¹⁹ *Escape Calls High Energy Salmon Sites Into Question*, The Fish Site (Jan. 20, 2020), <https://thefishsite.com/articles/mowi-reports-mass-salmon-escape-from-colonsay>.

²⁰ See Lynda V. Mapes, *Fish Farm Objects, But Washington State Says It's Over for Atlantic Salmon Pens at Port Angeles*, Seattle Times (Dec. 19, 2017, 5:29 PM), <https://www.seattletimes.com/seattle-news/environment/state-says-decision-to-terminate-port-angeles-atlantic-salmon-farm-is-final> (“Atlantic salmon farming in open-water net pens is banned in California and Alaska and not practiced in Oregon.”); Ben Fisher, *Washington Governor Jay Inslee Signs Bill Banning Atlantic Salmon Farming*, SeafoodSource (Mar. 23, 2018), <https://www.seafoodsource.com/news/aquaculture/washington-governor-jay-inslee-signs-bill-banning-atlantic-salmon-farming>; Lynda V. Mapes, *Fish Farm Caused Atlantic Salmon Spill Near San Juans, Then Tried to Hide How Bad It Was, State Says*, Seattle Times (Feb. 2, 2018, 11:23 PM), <https://www.seattletimes.com/seattle-news/fish-farm-caused-atlantic-salmon-spill-state-says-then-tried-to-hide-how-bad-it-was/>; Craig Medred, *The Failed Ban*, Craig Medred (Oct. 13, 2019), <https://craigmedred.news/2019/10/13/the-failed-ban/>.



39. Because open net pens are directly connected to the broader marine environment (see above), experts have concluded that diseases and escaped salmon may spread from the farms into the environment and that “risks of damage to wild salmon populations, ecosystems, and society are large.”²¹

40. For example, in the early 2000s, 100,000 Mowi salmon escaped into the wild in Washington County, Maine and another \$10 million worth of salmon perished in the frigid winter waters.²² In January 2020, more than 73,000 salmon escaped from a Mowi aquaculture site off of the coast of Scotland following a structural failure, marking the third major Mowi fish escape within 14 months, following an incident in November 2018 when 24,572 salmon escaped and

²¹ Rosamond Naylor et al., *Fugitive Salmon: Assessing the Risks of Escaped Fish from Net-Pen Aquaculture*, 55 *BioScience* 427 (May 2005), <https://academic.oup.com/bioscience/article/55/5/427/226100>.

²² Abigail Curtis, *How a Belfast Company Became One of the Nation’s Biggest Smoked Salmon Producers*, *Bangor Daily News* (Oct. 11, 2018), <https://bangordailynews.com/2018/10/11/news/midcoast/how-a-belfast-smokehouse-is-turning-salmon-into-a-profitable-delicacy/>.

another in October 2019 when 23,970 salmon escaped from Mowi pens into the surrounding environment.²³

1. Animal Welfare

41. Mowi's standard business practices inflict unnecessary suffering on its salmon.

42. The conditions at Mowi facilities in Scotland have been rated by animal charity OneKind as some of the industry's worst due to mortality rates, parasite infestations, stress levels, overstocking, genetic deformities, and escapes, among other factors.²⁴ Overall, the analysis ranked Mowi as the second-worst out of eight farmed fish producers on animal welfare.

43. Mowi has been officially reprimanded by the UK's Animal and Plant Health Agency for failing to protect lice-eating fish from "suffering[and] disease" at its salmon farms in Scotland.²⁵

44. Mowi's method of net pen aquaculture leaves the salmon vulnerable to massive "die-off" events from various causes.

45. For example, between July and September 2019, approximately 737,000 salmon from 12 separate Mowi fish farms in Scotland were killed by algae blooms, poor health, and disease.²⁶ In May 2020, 1.5 million juvenile salmon died in Mowi's new hatchery in Northern Norway.²⁷

46. The extremely crowded and unsanitary environment that the salmon are raised in is nothing like the natural environment in which the salmon would be raised in the wild.

²³ The Fish Site, *supra* note 19.

²⁴ Rob Edwards, *Revealed: The Fish Farms Worst on Animal Welfare*, The Ferret (Aug. 5, 2018), <https://theferret.scot/fish-farms-worst-animal-welfare/>.

²⁵ Rob Edwards, *Salmon Farming Firm Under Fire over Fish Welfare After 700,000 Deaths*, The Ferret (Nov. 10, 2019), <https://theferret.scot/mowi-fish-farming-deaths/>.

²⁶ *Id.*

²⁷ Editorial Staff, *1.5 Million Juvenile Salmon Have Died in Mowi's Brand New Hatchery*, SalmonBusiness (May 27, 2020), <https://salmonbusiness.com/fish-mortality-in-mowis-new-hatchery/>.

47. Scientists characterize the crowded production methods used by companies like Mowi as “stressful high-density conditions” that far exceed what salmon would experience in the wild.²⁸

48. Salmon in these crowded environments become highly aggressive and cause harm to each other as a result.²⁹

49. Mowi’s crowded conditions are made more stressful by the fact that the barren tanks provide no environmental variety that would be present in a natural habitat. As a result, there are no opportunities for the fish to seek shelter from each other. Research suggests that fish raised on farms without such enrichments experience significantly higher stress levels and are subjected to more violent aggression from other fish.³⁰

2. Use of Artificial Chemicals

50. The unnaturally crowded and unsanitary conditions at Mowi facilities are made possible by Mowi’s use of a wide range of antimicrobial drugs that pose risks to human health and the environment.

51. Antibiotic use in farming contributes to the emergence of antimicrobial resistance in bacteria that may be transferred to humans, thereby reducing the effectiveness of antibiotic drugs for treating human disease.³¹

²⁸ Alison C. Harvey, *Does Density Influence Relative Growth Performance of Farm, Wild and F1 Hybrid Atlantic Salmon in Semi-Natural and Hatchery Common Garden Conditions?*, 3 Royal Soc. Open Sci. I (July 2016), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4968464/>.

²⁹ Joacim Näslund et al., *Hatchery Tank Enrichment Affects Cortisol Levels and Shelter-Seeking in Atlantic Salmon (Salmo salar)*, 70 Can. J. Fisheries & Aquatic Sci. 585 (Feb. 2013), https://www.researchgate.net/publication/236155282_Hatchery_tank_enrichment_affects_cortisol_levels_and_shelter-seeking_in_Atlantic_salmon_Salmo_salar.

³⁰ *Id.*

³¹ *Antimicrobial Resistance*, U.S. Food & Drug Administration, <https://www.fda.gov/animal-veterinary/safety-health/antimicrobial-resistance> (last visited July 28, 2020).

52. According to the Centers for Disease Control, “Antibiotic resistance—the ability of germs to defeat the drugs designed to kill them—is one of the greatest global public health challenges of our time.”³² More than 2.8 million antibiotic-resistant infections occur in the United States each year, and more than 35,000 people die as a result.³³ In 2019, the World Health Organization (“WHO”) characterized antibiotic resistance as “one of the most urgent health risks of our time” and as an “invisible pandemic,” with the emergence of infections that are untreatable by all classes of antibiotics.³⁴

53. Mowi’s own audit documents³⁵ show that it treats its salmon with the antibiotics florfenicol, oxytetracycline, and sulfamerazine. These antibiotics are all considered “highly important” for human medicine by the WHO.³⁶

54. Mowi’s audit records show that its fish are also administered the sedative drug tricaine mesylate.

55. The records further demonstrate that Mowi’s fish are fed a semi-synthetic insecticide, emamectin benzoate.

56. Mowi also uses chemical disinfectants, including formaldehyde-based formalin (a known carcinogen) and bleach.³⁷

³² Centers for Disease Control, *Antibiotic Resistance Threats in the United States, 2019*, at 3, <https://www.cdc.gov/drugresistance/pdf/threats-report/2019-ar-threats-report-508.pdf>.

³³ *Id.* at vii.

³⁴ World Health Organization, *In the Face of Slow Progress, WHO Offers a New Tool and Sets a Target to Accelerate Action Against Antimicrobial Resistance* (June 18, 2019), <https://www.who.int/news-room/detail/18-06-2019-in-the-face-of-slow-progress-who-offers-a-new-tool-and-sets-a-target-to-accelerate-action-against-antimicrobial-resistance>.

³⁵ See *ASC Dashboard*, Mowi, <https://mowi.com/sustainability/aquaculture-stewardship-council/asc-dashboard/> (last visited July 28, 2020).

³⁶ World Health Organization, *Critically Important Antimicrobials for Human Medicine* (2016), <https://apps.who.int/iris/bitstream/handle/10665/325036/WHO-NMH-FOS-FZD-19.1-eng.pdf?ua=1>.

³⁷ Lucy Adamis, *Salmon Farming Giant Mowi Probed Over Chemical Use*, BBC (May 20, 2019), <https://www.bbc.com/news/uk-scotland-48334029>; Billy Briggs, *Chemical Fears at Scots Fish Farms*, *The Times* (July 21, 2019, 12:01 AM), <https://www.thetimes.co.uk/article/chemical-fears-at-scots-fish-farms-mlh6smzj6>.

57. Mowi has repeatedly failed to report chemical use and the presence of dangerous pathogens, in violation of the Aquaculture Stewardship Council Standards.³⁸

58. In May 2019, it was revealed that Mowi was under investigation by the Scottish Environment Protection Agency for failing to accurately report widespread use of medications and chemical treatments in its salmon farming operations.³⁹

59. In January 2020, Russia banned salmon from Mowi's facilities in Chile due to the "alleged detection of substances such as crystal violet (a moderate-strength disinfectant also known as gentian violet) and the antibiotic oxytetracycline in fish samples tested" by Russia's veterinary authority.⁴⁰

60. The Monterey Bay Aquarium Seafood Watch ("Seafood Watch") specifically warns consumers to avoid salmon from the locations where the Products are sourced due to sustainability concerns.⁴¹

61. For example, Atlantic salmon farmed in marine net pens in Chile are on the "Avoid" list. As Seafood Watch explains: "The high volume of antibiotics and pesticides that are used to control diseases and sea lice parasites is a critical concern. In addition, the dominant antibiotic treatments, florfenicol and oxytetracycline, are listed as highly important for human medicine by the World Health Organisation. Antibiotics and pesticides are both used, on average, more than two times per production cycle."⁴²

³⁸ See *ASC Dashboard*, *supra* note 35.

³⁹ *Adams*, *supra* note 37.

⁴⁰ Jonathan Garcés, *Two Chilean Salmon Farmers Allowed Back Into Russia*, Fish Farming Expert (Mar. 9, 2020, 1:05 PM), <https://www.fishfarmingexpert.com/article/two-chilean-salmon-farmers-allowed-back-in-russian-market/>; Editors, *Russia Bans Mowi Chile Salmon*, Fish Farming Expert (Jan. 31, 2020, 6:04 PM), <https://www.fishfarmingexpert.com/article/russia-bans-mowi-chile-salmon/>.

⁴¹ *Salmon Recommendations*, Monterey Bay Aquarium Seafood Watch, <https://www.seafoodwatch.org/seafood-recommendations/groups/salmon?q=atlantic%20salmon&t=atlantic%20salmon&type=atlantic&o=133,517,520,787274843,1555785386> (last visited July 28, 2020).

⁴² *Id.*

62. Atlantic salmon farmed in marine net pens in Norway (except the Skjerstad Fjord) and Scotland (except the Orkney Islands) are also on the “Avoid” list. As Seafood Watch explains: “The overuse of chemicals is . . . a high concern for [these] other sources. In Norway and Scotland, escapes of farmed salmon are a major risk to the genetic composition and fitness of wild, native salmon populations. For all sources except Chile, disease impacts on wild fish are rated a high concern too.”⁴³

63. Thus, Mowi’s marketing of the Products—which suggests to consumers that the Products are made from salmon that are sustainably sourced in accordance with higher environmental and animal welfare standards—is false and misleading.

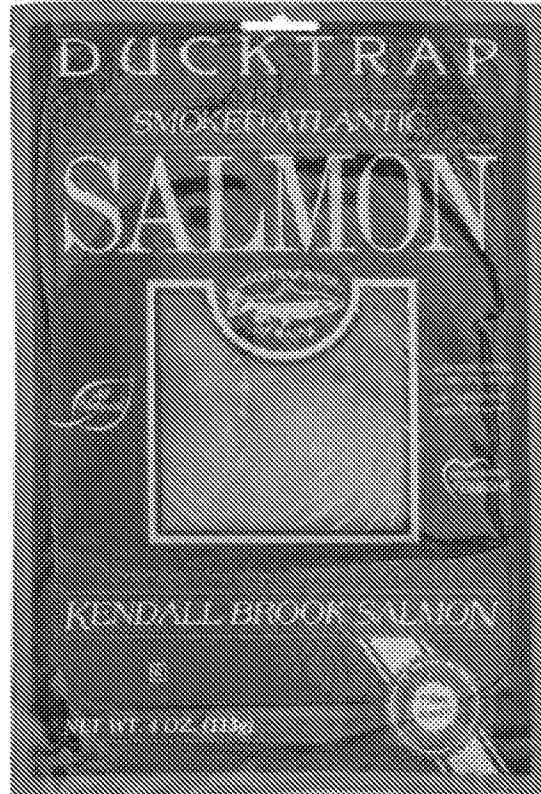
II. Mowi’s Natural Representations Suggest That the Products Are “All Natural” or “100% All Natural,” and Made From Salmon That Are Not Treated With Artificial Chemicals—Which Is False and Misleading.

A. Mowi Makes Natural Representations on Its Packaging and Through Online Media.

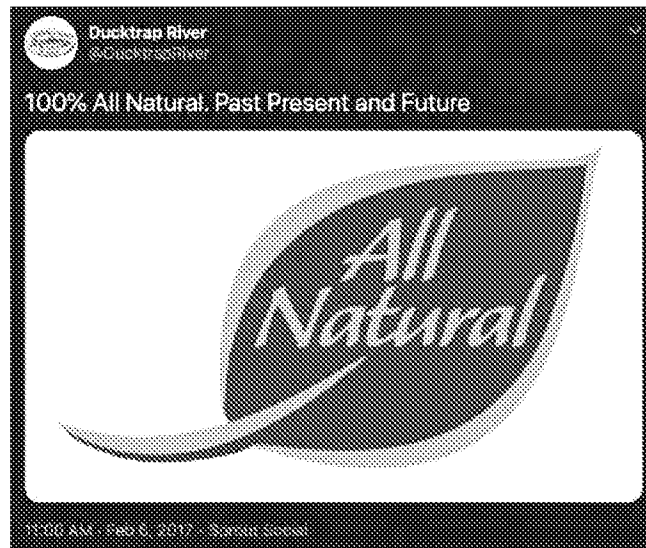
64. The retail packaging of the Products features the claim “All Natural.”



⁴³ *Id.*



65. The Ducktrap Facebook and Twitter pages state: “100% All Natural. Past Present and Future.”⁴⁴



⁴⁴ Ducktrap River (@DucktrapRiver), Twitter (Feb. 6, 2017, 12:00 PM), <https://twitter.com/DucktrapRiver/status/828649513271296000>; Ducktrap River (@DucktrapRiver), Twitter (Feb. 6, 2017, 9:26 AM), <https://twitter.com/DucktrapRiver/status/828610862843883520>; Ducktrap River of Maine (@ducktrapriverofmaine), Facebook (Feb. 6, 2017), <https://www.facebook.com/ducktrapriverofmaine/photos/a.356193654464458/1259275600822921/?type=3&theater>.

66. The Ducktrap Twitter and Instagram pages state: “All natural smoked seafood – Atlantic Salmon . . . – quality you can taste with every bite!”⁴⁵

B. Mowi’s Natural Representations Suggest to Consumers That the Products Are Made From Salmon That Are Not Treated With Artificial Chemicals.

67. Consumer perception studies demonstrate that consumers believe that “all natural” fish products are made from fish that are not treated with artificial chemicals such as antibiotics and pesticides.

68. For example, a 2015 nationally representative consumer survey conducted by Consumer Reports Survey Group found that 57% of consumers believe the claim “natural” on food labels means that “no antibiotics or other drugs were used.”⁴⁶

69. The same survey also found that 63% of consumers think that the “natural” label on packaged foods means that “no toxic pesticides were used.”⁴⁷

C. The Products Are Made From Salmon That Are Treated With Artificial Chemicals.

70. Mowi leads consumers to believe that its Products are “All Natural” or “100% All Natural,” but in reality, the Products are made from salmon industrially farmed in facilities where the fish are treated with artificial chemicals such as antibiotics and pesticides.

71. Artificial chemicals are used extensively in industrial salmon farming because the unnatural, crowded conditions to which farmed salmon are subjected impair their health and subject them to infection, parasite infestation, and other adverse health conditions.

⁴⁵ Ducktrap River (@DucktrapRiver), Twitter, <https://twitter.com/ducktrapriver?lang=en> (last visited July 28, 2020); Ducktrap River of Maine (@ducktrapriverofmaine), Instagram, <https://www.instagram.com/ducktrapriverofmaine/> (last visited July 28, 2020).

⁴⁶ Consumer Reports National Research Center, *Natural Food Labels Survey: 2015 Nationally-Representative Phone Survey*, at 4, <https://foodpolitics.com/wp-content/uploads/Consumer-Reports-Natural-Food-Labels-Survey-Report.pdf>.

⁴⁷ *Id.* at 6.

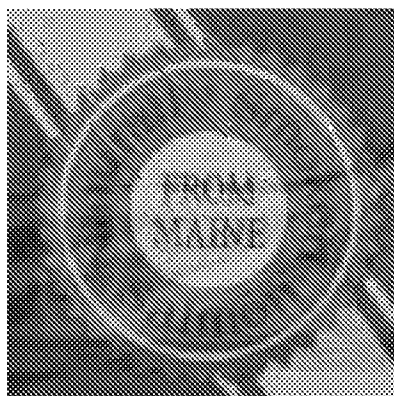
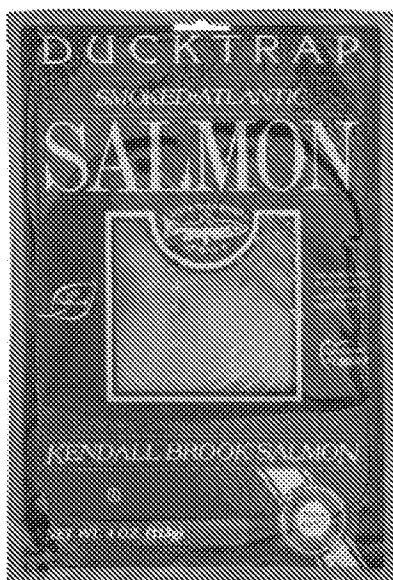
72. As set forth *supra* ¶¶ 60-62, Seafood Watch specifically warns consumers to avoid salmon from the locations where the Products are sourced, in large part due to concerns about the overuse of artificial chemicals.

73. As set forth *supra* ¶¶ 50-62, Mowi's own audit documents show that it treats its salmon with the antibiotics florfenicol, oxytetracycline, and sulfamerazine (all rated as "highly important for human medicine" by the WHO); its fish are administered the sedative drug tricaine mesylate; and its fish are fed a semi-synthetic insecticide, emamectin benzoate. Mowi also uses chemical disinfectants, including formaldehyde-based formalin (a known carcinogen) and bleach.

74. Thus, Mowi's marketing of the Products—which suggests to consumers that the Products are made from salmon that are all natural and not treated with artificial chemicals—is false and misleading.

III. Mowi's Maine Representations Suggest That the Products Are "From Maine" and "From the Coast of Maine"—Which Is Deceptive and/or Ambiguous and Tends to Mislead Consumers Into Believing That the Salmon Are Sourced From Maine or off the Coastline of Maine.

75. The retail packaging of some of the Products features the label "Naturally Smoked Salmon FROM MAINE."



76. The Ducktrap Facebook “About” page describes the Products as “The finest naturally smoked seafood *from the coast of Maine*.”⁴⁸

77. Mowi’s Maine Representations tend to mislead consumers into believing that the Products are made from salmon that are sourced from Maine or off the coastline of Maine.

78. Contrary to Mowi’s Maine Representations, as set forth *supra* ¶ 36, the Products are sourced from Mowi’s industrial salmon farming facilities in Chile, Scotland, Iceland, and Norway.

79. Thus, Mowi’s marketing of the Products—which tends to mislead consumers into believing that the Products are made from salmon that are sourced from Maine or off the coastline of Maine—uses deceptive and/or ambiguous representations and omits material information about the geographic origin of the salmon used in the Products.

IV. Mowi’s Representations About the Products Are Misleading and Material to D.C. Consumers.

80. The CPPA makes it a violation for “any person” to, *inter alia*:

Represent that goods or services have a source, sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have;

Represent that goods or services are of a particular standard, quality, grade, style, or model, if in fact they are of another;

Misrepresent as to a material fact which has a tendency to mislead;

Fail to state a material fact if such failure tends to mislead;

Use innuendo or ambiguity as to a material fact, which has a tendency to mislead;

Advertise or offer goods or services without the intent to sell them or without the intent to sell them as advertised or offered; or

⁴⁸ Ducktrap River of Maine (@ducktrapriverofmaine), *About*, Facebook https://www.facebook.com/pg/ducktrapriverofmaine/about/?ref=page_internal/ (last visited July 28, 2020) (emphasis added).

Use deceptive representations or designations of geographic origin in connection with goods or services.

D.C. Code § 28-3904(a), (d), (e), (f), (f-1), (h).

81. D.C. consumers care about buying fish products that are sustainably sourced, all natural, and sourced from within the United States (and specifically from Maine). Consumers rely on representations like those made by Mowi to identify fish products that are sourced and produced accordingly.

82. As set forth *supra* in Section I, Mowi's Sustainability Representations—which suggest to consumers that the Products are made from salmon that are “sustainably sourced” in accordance with higher environmental and animal welfare standards—are false and misleading.

83. Mowi's Sustainability Representations are material to consumers.

84. Researchers have found that consumers seek out and are willing to pay significantly more for products labeled as “ecologically sustainable.”⁴⁹

85. This finding is consistent with other research that has found that “consumers are willing to pay to improve animal welfare and reduce undesirable environmental effects from fish farming.”⁵⁰

86. Thus, through its Sustainability Representations, Mowi has represented that the Products have a source, characteristics, and benefits that they do not have (in violation of § 28-3904(a)); represented that the Products are of a particular standard or quality when they are in fact of another (in violation of § 28-3904(d)); misrepresented as to a material fact which has a tendency to mislead (in violation of § 28-3904(e)); failed to state a material fact when such failure tends to

⁴⁹ McClenachan et al., *supra* note 14.

⁵⁰ Ingrid Olesen et al., *Eliciting Consumers' Willingness to Pay for Organic and Welfare-Labelled Salmon in a Non-Hypothetical Choice Experiment*, 127 *Livestock Sci.* 218 (Feb. 2010), <https://pubag.nal.usda.gov/catalog/775401>.

mislead (in violation of § 28-3904(f)); used innuendo or ambiguity as to a material fact, which has a tendency to mislead (in violation of § 28-3904(f-1)); and advertised or offered the Products without the intent to sell them as advertised or offered (in violation of § 28-3904(h)).

87. As set forth *supra* in Section II, Mowi's Natural Representations—which suggest to consumers that the Products are “all natural” or “100% all natural,” and made from salmon that are not treated with artificial chemicals—are false and misleading.

88. Mowi's Natural Representations are material to consumers.

89. Consumers seek out and are willing to pay more for food products labeled “natural.”⁵¹

90. A 2018 nationally representative consumer survey conducted by Consumer Reports Survey Group found that approximately 60% of consumers will pay more for animal products that are produced without antibiotics.⁵²

91. Thus, through its Natural Representations, Mowi has represented that the Products have a source, characteristics, and benefits that they do not have (in violation of § 28-3904(a)); represented that the Products are of a particular standard or quality when they are in fact of another (in violation of § 28-3904(d)); misrepresented as to a material fact which has a tendency to mislead (in violation of § 28-3904(e)); failed to state a material fact when such failure tends to mislead (in violation of § 28-3904(f)); used innuendo or ambiguity as to a material fact, which has a tendency to mislead (in violation of § 28-3904(f-1)); and advertised or offered the Products without the intent to sell them as advertised or offered (in violation of § 28-3904(h)).

⁵¹ *Consumer's Willingness to Pay for “Natural” Beef Labels*, Wisconsin State Farmer (Dec. 17, 2017), <https://www.wisfarmer.com/story/news/2017/12/17/consumers-willingness-pay-natural-beef-labels/960166001/>.

⁵² Consumer Reports Survey Group, *Natural and Antibiotics Labels Survey: 2018 Nationally Representative Phone Survey* (May 1, 2018), at 2, <https://advocacy.consumerreports.org/wp-content/uploads/2018/10/2018-Natural-and-Antibiotics-Labels-Survey-Public-Report-I.pdf>.

92. As set forth *supra* in Section III, Mowi’s Maine Representations—which suggest to consumers that the Products are “from Maine” or “from the coast of Maine”—are deceptive and/or ambiguous and tend to mislead consumers into believing that the Products are made from salmon that are from Maine or off the coastline of Maine.

93. Mowi’s Maine Representations are material to consumers.

94. Research shows that consumers seek out and are willing to pay more for fish that are U.S.-caught instead of imported.⁵³

95. In its 2017 National Aquaculture Survey Results, the University of Maine found that “45.8% of respondents report looking to see if their seafood purchases are from a high quality region.” When “Respondents were asked to write what areas came to mind when they thought of high quality seafood,” the “[f]requently cited answers included . . . New England (Maine, Massachusetts) (41.5%).”⁵⁴

96. When asked what attributes respondents associated with “Maine seafood,” the “most common responses were ‘freshness’ and ‘harvested from the ocean’.” The report further noted that “[n]early all participants did **not** associate ‘farm-raised seafood’ with Maine products.”⁵⁵

97. Thus, by marketing the Products with the Maine Representations, Mowi has failed to state a material fact when such failure tends to mislead (in violation of § 28-3904(f)); used innuendo or ambiguity as to a material fact, which has a tendency to mislead (in violation of § 28-3904(f-1)); and used deceptive representations or designations of geographic origin (in violation of § 28-3904(t)).

⁵³ Southwest Fisheries Science Center, *New Study Finds That When It Comes to Sustainability, Some Americans Are Willing to Pay*, National Oceanic Atmospheric Administration, <https://swfsc.noaa.gov/news.aspx?ParentMenuId=39&id=23151> (last visited July 28, 2020).

⁵⁴ Michaela Murray et al., *2017 National Aquaculture Survey Results: Technical Report* (2017), at 7, <https://umaine.edu/epscor/wp-content/uploads/sites/25/2018/01/Tech-Report-Final.pdf>.

⁵⁵ *Id.* at 12.

PARTIES

98. Defendant Mowi ASA is a Norwegian seafood company with a place of business in Bergen, Norway.

99. Defendant Mowi USA, LLC is a Florida limited-liability company with a place of business in Medley, Florida. It is a wholly owned subsidiary of Mowi ASA.

100. Defendant Mowi Ducktrap, LLC d/b/a Ducktrap River of Maine, LLC, is a Maine limited-liability company with a place of business in Belfast, Maine. It is a wholly owned subsidiary of Mowi ASA.

101. Collectively, the Defendants produce, process, market, and distribute salmon products.

102. The Products are available in a wide variety of national supermarket chains, regional stores, and other retail outlets, including stores in the District.

103. Plaintiff Organic Consumers Association (“OCA”) is a 501(c)(3) nonprofit, public-interest organization whose mission is to promote truth in advertising, accurate food labeling, food safety, children’s health, corporate accountability, and environmental sustainability.

104. OCA performs work throughout the United States, including in the District. Some of OCA’s staff, including its political director, reside and work in or near the District. OCA has members who reside in the District, and has represented District consumers in a variety of actions.

105. OCA formed in 1998 in the wake of backlash by consumers against the U.S. Department of Agriculture’s proposed national regulations for organic food. In its public education, network-building, and mobilization activities, OCA works with a broad range of public-interest organizations to challenge industrial agriculture and corporate globalization, and to inspire consumers to “Buy Local, Organic, and Fair Made.” OCA focuses on promoting the views and

interests of the United States' estimated 50 million organic and socially responsible consumers. Its media team provides background information, interview, and story ideas to media producers and journalists on a daily basis.

106. OCA represents and advances the rights and interests of consumers by educating consumers on food safety, industrial agriculture, genetic engineering, corporate accountability, and environmental sustainability issues.

JURISDICTION

107. This Court has personal jurisdiction over the parties in this case. OCA has a presence in the District and consents to this Court having personal jurisdiction over the organization.

108. This Court has personal jurisdiction over Mowi because Mowi has purposefully directed its conduct to the District and has availed itself of the benefits and protections of District of Columbia law. Mowi's internet advertising is accessible in the District. Mowi's Products can be, and are, purchased in the District by District consumers.

109. This Court has subject-matter jurisdiction over this action under the CPPA, D.C. Code § 28-3901, *et seq.*

CAUSE OF ACTION

Violations of the District of Columbia Consumer Protection Procedures Act

110. OCA incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

111. OCA is a nonprofit, public-interest organization that brings these claims on behalf of the general public of D.C. consumers. *See* D.C. Code § 28-3905(k)(1)(D)(i).

112. Through § 28-3905(k)(1)(D)(i), the CPPA explicitly allows a public-interest organization to stand in the shoes of a consumer to seek relief from any violation of the CPPA.

113. Mowi is a “person” and a merchant that provides “goods” within the meaning of the CPPA. *See id.* § 28-3901(a)(1), (3), (7).

114. As set forth *supra* in Sections I and IV, Mowi has advertised and marketed the Products with Sustainability Representations (“sustainably sourced,” “farm sustainably,” “WE CARE for the ecosystem,” “environmentally sustainable,” and “eco-friendly”) when, in fact, the Products are sourced from salmon industrially farmed using unsustainable and environmentally destructive practices. Thus, Mowi has violated the CPPA by “represent[ing] that goods . . . have a source, . . . characteristics, . . . [or] benefits . . . that they do not have”; “represent[ing] that goods . . . are of a particular standard [or] quality . . . if in fact they are of another”; “misrepresent[ing] as to a material fact which has a tendency to mislead”; “fail[ing] to state a material fact if such failure tends to mislead”; “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead”; and “advertis[ing] or offer[ing] goods . . . without the intent to sell them as advertised or offered.” *Id.* § 28-3904(a), (d), (e), (f), (f-1), (h).

115. As set forth *supra* in Sections II and IV, Mowi has advertised and marketed the Products with Natural Representations (“All Natural” and “100% All Natural”) when, in fact, the Products are made from salmon that are treated with artificial chemicals. Thus, Mowi has violated the CPPA by “represent[ing] that goods . . . have a source, . . . characteristics, . . . [or] benefits . . . that they do not have”; “represent[ing] that goods . . . are of a particular standard [or] quality . . . if in fact they are of another”; “misrepresent[ing] as to a material fact which has a tendency to mislead”; “fail[ing] to state a material fact if such failure tends to mislead”; “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead”; and “advertis[ing] or offer[ing]

goods . . . without the intent to sell them as advertised or offered.” *Id.* § 28-3904(a), (d), (e), (f), (f-1), (h).

116. As set forth *supra* in Sections III-IV, Mowi has advertised and marketed the Products with Maine Representations (“Naturally Smoked Salmon FROM MAINE” and “from the coast of Maine”) when, in fact, the Products are made from salmon industrially farmed outside of the United States. Thus, Mowi has violated the CPPA by “fail[ing] to state a material fact if such failure tends to mislead”; “us[ing] innuendo or ambiguity as to a material fact, which has a tendency to mislead”; and “us[ing] deceptive representations or designations of geographic origin.” *Id.* § 28-3904(f), (f-1), (t).

JURY TRIAL DEMAND

117. Plaintiff OCA hereby demands a trial by jury.

PRAYER FOR RELIEF

Wherefore, Plaintiff OCA prays for judgment against Mowi and requests the following relief:

- a. A declaration that Mowi’s conduct is in violation of the CPPA;
- b. An order enjoining Mowi’s conduct found to be in violation of the CPPA; and
- 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.

RICHMAN LAW GROUP



Kim E. Richman (D.C. Bar No. 1022978)
Jay Shooster (*Pro Hac Vice forthcoming*)
8 W. 126th Street
New York, NY 10027
(718) 705-4579 (phone)
(718) 228-8522 (fax)
krichman@richmanlawgroup.com

Counsel for Plaintiff



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

ORGANIC CONSUMERS ASSOCIATION

Vs.

C.A. No. 2020 CA 003368 B

MOWI ASA et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“Super. Ct. Civ. R.”) 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the summons, the complaint, and this Initial Order and Addendum. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in Super. Ct. Civ. R. 4(m).

(3) Within 21 days of service as described above, except as otherwise noted in Super. Ct. Civ. R. 12, each defendant must respond to the complaint by filing an answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in Super. Ct. Civ. R. 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an initial scheduling and settlement conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than seven business days before the scheduling conference date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Robert E. Morin

Case Assigned to: Judge WILLIAM M JACKSON

Date: July 31, 2020

Initial Conference: 9:30 am, Friday, November 06, 2020

Location: Courtroom 219

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Actions Branch. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Robert E. Morin