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

Marie Kassim, Individually and on behalf of her minor child S.M.K. and on behalf of Proposed Class Members, C/O 621 Maryland Ave NE, Washington, D.C. 20002; Rakia Kassim, Individually and on behalf of her minor child G.K. and on behalf of Proposed Class Members, C/O 621 Maryland Ave NE, Washington, D.C. 20002; Issam Laar, Individually and on behalf of his minor children D.I., C.I. G.I., and R.I. and on behalf of Proposed Class Members, C/O 621 Maryland Ave NE, Washington, D.C. 20002; Christiana Nartey, Individually and on behalf of her minor grandchildren R.N., G.N., and D.P. and on behalf of Proposed Class Members, C/O 621 Maryland Ave NE, Washington, D.C. 20002; Sandra Nketiah, Individually and on behalf of Proposed Class Members, C/O 621 Maryland Ave NE, Washington, D.C. 20002;

Plaintiffs,

v.

Case No.

**CLASS COMPLAINT FOR
INJUNCTIVE RELIEF AND
DAMAGES**

JURY TRIAL DEMANDED

CARGILL, INCORPORATED, 15407 McGinty Rd W, Wayzata, MN 55391; CARGILL COCOA, 12500 W Carmen Ave, Milwaukee, WI 53225; Brian Sikes, CEO of CARGILL, INC.; MARS, INCORPORATED, 6885 Elm St, McLean, VA; MARS WRIGLEY CONFECTIONARY, 800 County Rd 517, Hackettstown, NJ 07840; Poul Weihrauch, CEO of MARS, Inc.; MONDELÉZ INTERNATIONAL, INC, 3 Parkway N #300, Deerfield, IL 60015; and Dirk Van de Put, CEO of MONDELEZ, INC.,

Defendants.

I. NATURE OF THE ACTION AND FACTUAL BACKGROUND

1. Defendants Mars, Incorporated and Mars Wrigley Confectionary (together as “Mars”) and its CEO Poul Weihrauch; Cargill, Incorporated and Cargill Cocoa (together “Cargill”) and its CEO Brian Sikes; and Mondelēz International, Inc. (“Mondelēz”) and its CEO Dirk Van de Put (collectively the “Defendants”) signed the 2001 Harkin-Engel Protocol¹ (“the Protocol”) and gave their explicit promise to “phase out” by 2005 their use of the Worst Forms of Child Labor as

¹ Attached hereto as **Exhibit 1**.

defined by ILO Convention No. 182. Specifically, they pledged that by 2005, they would have in place “industry-wide standards of public certification . . . that cocoa beans and their derivative products have been grown and/or processed without any of the worst forms of child labor.” Protocol at p. 3. The industry leaders, including Defendants, pledged “wholeheartedly to work with other major stakeholders to fulfill the letter and spirit of this Protocol, *and to do so in accordance with the deadlines prescribed herein.*” *Id.* (emphasis added).

2. Rather than honor the pledge that they made, Defendants and all of the other major chocolate companies,² have done little to address the ongoing and pervasive use of child workers performing the worst forms of child labor on their sourcing plantations and have focused on misleading the public by falsely claiming their “rehabilitation” programs offer meaningful assistance to children found working on their plantations.

3. Defendants Mars, Cargill, and Mondelēz are leaders of the World Cocoa Foundation (“WCF”), an organization of major chocolate companies that plot the chocolate companies’ joint response to their failure to solve the child labor

² Plaintiffs emphasize that *all* of the major chocolate companies that signed the Protocol along with Defendants herein likewise have failed completely to honor their commitments, but Defendants Mars, Cargill, and Mondelēz are the focus of this case because Plaintiffs’ Whistleblower was able to provide detailed inside information concerning these three companies. The Defendants herein, along with Nestlé, U.S.A., Barry Callebaut USA LLC, Olam Americas, Inc., and the Hershey Company, are co-Defendants in a pending action under the Trafficking Victims Protection Reauthorization Act (“TVPRA”), 18 U.S.C. § 1595 *et. seq.* in the U.S. District Court for the District of Columbia, *Coubaly et al. v. Cargill, Inc. et al.*, Case No. 1:21-cv-00386.

problem,³ unilaterally announced a series of extensions of time to meet the objectives of the Protocol, blatantly violating their specific promises under the Protocol. In 2005, Defendants admitted the goals would not be “fully met” by the 2005 deadline, but assured Senator Harkin and Representative Engel they were “committed to achieving a certification system ... within three years.”⁴ Then, in 2008, industry leaders, including Defendants, again unilaterally extended their self-imposed deadline by two years.⁵ In 2010, the industry delayed the implementation date by a full decade to 2020, and this time the goal was changed to merely reducing by 70% the use of child labor in the cocoa industry. At the 8th Annual WCF Meeting in July 2018 the industry admitted it could not make its 2020 or even 2025 goal of eradicating child labor in the cocoa supply chain. Effectively abandoning any set date, the WCF admitted it was not likely it would meet its “aspiration for 2020” nor other targets “for the eradication of child labor by 2025.”⁶ Defendant Mondelez has already extended its “deadline” to 2030 and sources indicate the other companies will soon do so as well. *Each extension of time of five or more years condemns another group of thousands of children, like Plaintiffs herein, to a life of*

³ See paragraphs 164-66, *infra*.

⁴<http://www.cacao.gouv.ci/commun/documents/jointstatementSenateurTomHarkin.pdf>.

⁵The International Cocoa Initiative, *Joint Statement from U.S. Senator Tom Harkin, Representative Eliot Engel and the Chocolate and Cocoa Industry on the Implementation of the Harkin-Engel Protocol*, 3BL CSR WIRE, June 16, 2008, http://www.csrwire.com/press_releases/14132-Joint-Statement-from-U-S-Senator-Tom-Harkin-Representative-Eliot-Engel-and-the-Chocolate-and-Cocoa-Industry-on-the-Implementation-of-the-Harkin-Engel-Protocol-# (last visited Nov. 27, 2023).

⁶<https://www.worldcocoafoundation.org/blog/2018-child-labor-cocoa-coordinating-group-8thannual-meeting-remarks/>

poverty, malnutrition, and lack of education that might have allowed them to escape this imposed system of child slavery. Incredibly, the non-worker “stakeholders,” such as the U.S. Department of Labor, the International Labor Organization, and the Governments of Cote D’Ivoire and Ghana, accept without consequence these industry extensions as if they are inevitable. After over 22 years of industry delays and misrepresentations, it is nothing short of foolish for anyone to conclude Defendants and the rest of the cocoa industry are proceeding in good faith.

4. Defendants’ failure to proceed in good faith in keeping their promises made in the Protocol, and their cynical moves to simply act to extend their own deadlines is so widely known and ridiculed that John Oliver dedicated his October 29, 2023 *Last Week Tonight* show to the topic to great effect: <https://youtu.be/FwHMDjc7qJ8?si=5-YcFLDTEvH6gUX7>.

5. Defendants’ admission that they have not yet been able to meet the objectives of the Protocol to end their use of the worst forms of child labor in their cocoa supply chains *is a damning admission that they are still profiting from the cheap labor of children performing hazardous work to harvest cocoa for these giant multinational companies.* Indeed, not only have the companies failed to meet their explicit commitments under the Protocol, but *child labor is increasing on cocoa plantations* in Ghana and Cote D’Ivoire. There are numerous credible studies and sources that repeatedly confirm this. Most significant,

in October 2020, a comprehensive study of child labor in the cocoa sector conducted by NORC at the University of Chicago and funded by the U.S. Department of Labor (hereinafter NORC Study) concluded that 1.56 *million* child laborers were involved in cocoa production and harvesting in cocoa growing areas of Côte d'Ivoire and Ghana in 2018/19 growing season, an increase of 14 percent, and *1.48 million child laborers engaged in hazardous work* during this period.⁷ This represents an increase in both child labor and children engaged in hazardous work since the 2015 study funded by the Department of Labor. The NORC Study's results were released *19 years* after Defendants admitted child labor performing hazardous work was prevalent in their cocoa supply chains and signed the Protocol, making a public commitment to stop it.

6. There are numerous public reports exposing the horrors of child labor in cocoa harvesting. The Washington Post published a major exposé on the continued and extensive use of children, many of them trafficked into forced labor, performing hazardous work harvesting cocoa for Defendants in Côte d'Ivoire.⁸

7. In addition, there are three documentary films by journalist and director Miki Mistrati that reveal in graphic and shocking detail the realities of child slavery

⁷<http://iradvocates.org/sites/iradvocates.org/files/FINAL%202020%20NORC%20CHILD%20LABOR%20Cocoa%20Report.pdf> at 10,12.

⁸ Peter Whoriskey and Rachel Siegel, *Cocoa's Child Laborers*, The Washington Post, June 5, 2019, https://www.washingtonpost.com/graphics/2019/business/hershey-nestle-mars-chocolate-child-labor-west-africa/?utm_term=.6cb753bcb6f8 (last visited Nov. 27, 2023).

in the cocoa sector. The first, *The Dark Side of Chocolate*, is one of the first documentary films exposing the brutal conditions endured by children performing hazardous work harvesting cocoa for the major chocolate multinationals. The second film, *Shady Chocolate*, focuses on the knowing failure of the major cocoa companies to take action to end child labor in their supply chains and their duplicity in misleading the public about their failure to comply with their commitments under the Protocol. The final film, *The Chocolate War*,⁹ documents the legal battle following IRAdvocates' and human rights lawyer Paul Hoffman's filing of a lawsuit against Defendant Cargill and Nestle in 2006 on behalf of six former child slaves who harvested cocoa on plantations that supplied them. After 16 years of litigation and millions of dollars spent on their attorneys, the conservative U.S. Supreme Court rescued Cargill and Nestle from liability with a tortured construction of the Alien Tort Statute ("ATS") that required significant conduct in the United States for the ATS to extend extraterritorially to reach the undisputed child slavery occurring in Cote D'Ivoire. *See Nestle USA, Inc. v. Doe*, 141 S. Ct. 1931 (2021).

8. During the 16 years of expensive and time-consuming litigation in *Nestle USA, Inc. v. Doe*, IRAdvocates offered repeatedly to work with Cargill and Nestle to solve the child labor problem, but the companies declined, opting instead to use their unlimited resources to protect and defend their system of cocoa production

⁹ THE CHOCOLATE WAR (Made in Copenhagen 2022)(available on Amazon Prime).

that is dependent on child slavery. Indeed, coupled with the millions spent on lawyers, the companies spent large amounts on public relations firms and lobbyists, and instead of addressing the problem, they worked to mislead the public and regulators and convince them they were making progress. All of the major chocolate companies, including Defendants herein, have built expensive “corporate social responsibility” departments that are nothing more than public relations machines. The reality, as detailed herein, is that Defendants’ use of the worst forms of child labor has increased and their rehabilitation programs are anything but that. *With the funds spent to perpetuate their child labor system, significant progress could have been made to meet the commitments of the Protocol. The companies must be profiting handsomely from child slavery if they are willing to spend millions to protect and preserve the system.*

9. Except for Plaintiffs Sandra Nketiah and International Rights Advocates, Plaintiffs are three families in which one or more of the parents, along with their children, are current cocoa workers on plantations with direct supplier relations with either Defendants Mars or Cargill. The child workers, hereinafter referred to as the “*Child Laborer Plaintiffs*,” are between the ages of six and sixteen, and all of these children are performing hazardous work every day and are not going to school. They are using machetes to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. They are also applying pesticides and herbicides without protective equipment. All of these are undisputed examples of

the Worst Forms of Child Labor in clear violation of ILO Convention No. 182, the very work that the companies pledged in 2001, *over 22 years ago*, to prevent children under age 18 from performing. Requiring the children under the age of 18 to perform this hazardous work is also a violation of sections 87 and 91 of Ghana's Children Act of 1998. The parents of the Child Laborer Plaintiffs who work alongside their children and have joined this lawsuit as representatives of exploited cocoa farmers are hereinafter referred to as the "*Cocoa Farmer Plaintiffs*."

10. Plaintiff Sandra Nketiah was forced to work on a Mondelēz plantation from ages 10-19, performing the same forms of hazardous work described above, until she was featured in a Channel 4 Dispatches program in an exposé that first aired on April 4th, 2022.¹⁰ The short documentary demonstrated child slavery on Mondelēz plantations after the company announced its "Cocoa Life" program and claimed, falsely, that their plantations in Ghana were child labor free and fully "sustainable." After she was filmed performing hazardous work on a Mondelēz plantation, Sandra and her family were threatened and offered bribes by agents of Mondelēz, including Child Rights International, a company-supported organization that claims to fight for child rights but is merely a paid agent of Mondelēz and other major companies, to force Sandra to recant her story of a life of forced labor on a Mondelēz cocoa farm. She held firm and was ultimately rescued by individuals who

¹⁰ <https://vimeo.com/manage/videos/695392670/privacy> Password:_PerfectStorm2022

heard her story, and she is now in her second year of university. She is committed to speaking out about the horrors of being a child worker on a cocoa farm and is a living example of what is possible for current child workers on cocoa plantations if only the companies had kept their promise from 2001 to allow their child workers go to school.

11. **Defendants Mars, Cargill, and Mondelēz are explicitly on notice that any contact by them or their agents with Plaintiffs herein or their families to intimidate or threaten them in any way is witness intimidation and tampering, a felony under the laws of the District of Columbia and the United States. Likewise, threatening any of them with economic retaliation would also be felonious witness intimidation.** D.C. Code § 22-722(a)(2)(A-D) states that a person commits the offense of obstruction of justice if that person knowingly uses intimidating or physical force, threatens or corruptly persuades another person, or by threatening letter or communication, endeavors to influence, intimidate, or impede a witness or officer in any official proceeding. Likewise, 18 U.S.C. § 1512 makes such threats or intimidation a felony punishable with up to 30 years imprisonment under federal law.

12. **All Plaintiffs and their families were provided with means to contact IRAdvocates, counsel for Plaintiffs, immediately should any such unlawful contact occur, and IRAdvocates will seek immediate and effective judicial**

relief should any such illegal contact occur with its clients and/or witnesses in this matter.

13. IRAdvocates conducted an investigation of child labor in Ghana in September and October, 2023. A crew from CBS News accompanied IRAdvocates during the investigation. They were guided by a confidential Whistleblower (“the Whistleblower”), who is an official with a major buying company in Ghana that works directly with Defendants Mars, Cargill, and Mondelēz, as well as other major chocolate companies.

14. The Whistleblower took IRAdvocates (and CBS) to numerous plantations that have direct sourcing relationships with Mars, Cargill, and Mondelēz. IRAdvocates was able to observe and document children, including Plaintiffs, working and performing the worst forms of child labor in violation of ILO Convention No. 182 and the law of Ghana. Not only were children, including Plaintiffs, working on these plantations, *the workers were mostly children*. As is detailed below, despite Defendants’ claims on their websites and through other public assertions that their new programs are working to make their supply chains child labor free, children are openly and pervasively performing hazardous work on plantations that are directly sourcing to Defendants Mars, Cargill, and Mondelēz.

15. The Whistleblower also provided IRAdvocates with a 2023 list, attached hereto as **Exhibit 2**, that is a record of former child workers who were

“rehabilitated” by Mars, Cargill, and numerous other major chocolate companies. The Whistleblower explained that the lists have three major layers of fraud.

16. Within the first level of fraud, as is detailed herein, Defendants claim that they have “rehabilitation” programs for children that they find working on their plantations. In fact, the most a child on the list will receive as “rehabilitation” is a school bag with an exercise book. The company representative takes a photo of the child with the school bag as documentation and the child is considered “rehabilitated.” Virtually all of the children return to work once the companies have completed the photo opportunity. Plaintiffs S.M.K. and G.K., who work on a Mars Plantation, are children who received the backpacks and had their photo taken. They returned to work immediately and have never heard again from the Mars company representative regarding getting promised help to go to school.

17. The second level of fraud is that many of the children on the Companies’ lists as being “rehabilitated” never even received the backpack with the exercise book. IRAdvocates (and CBS) interviewed numerous child workers who confirmed that their names were on the lists, but they had never been contacted by any company representative, nor did they receive the backpack or schoolbook.

18. The third level of fraud is that many of the names on the rehabilitation lists are simply made up. The Whistleblower explained that Companies’ agents are under extreme pressure to increase the number of child names on the lists as being rehabilitated, and since no one from the companies ever checks or verifies that the

names are legitimate, the agents simply make up names. He admitted that he too has fabricated names for his lists, and he said he felt better about doing that than looking a child in the eye and promising “rehabilitation” that is a measly backpack with an exercise book.

19. Cocoa farmers in Ghana live in abject poverty, mainly because they are not paid a remotely fair amount for their cocoa. In collusion with the major cocoa companies within the WCF, including Defendants, the government of Ghana fixes a minimum price for a standard bag of cocoa. The price does not allow a hard-working cocoa farmer to provide the basics for his family, and they live with food insecurity and lack basic life necessities. The major companies, including Defendants, could, but do not, pay more than the minimum price set by the government. Instead, they systematically cheat the cocoa farmers, including the families of Plaintiffs herein, by weighing their cocoa on a rigged scale. IRAdvocates (and CBS) visited a cocoa buyer for Touton, a company that buys cocoa for Mars, Cargill, and Mondelez, as well as other major companies. The Whistleblower informed the team that the scale used by Touton, and all of the other buyers, will under weigh a bag of cocoa by seven kilos. The team verified that this was the case. In addition, according to the Whistleblower, another two kilos are deducted by the companies when the cocoa is moved from the buyer to the port for shipment. The farmers are told the cocoa settles and dries and loses two kilos more, but in reality, this is just plain theft by the companies. Each bag of cocoa the cocoa farmers sell

for the low government price based on the fraudulent weight of 62 kilos actually weighs 71 kilos, therefore *nine kilos are stolen from the farmers for each bag they sell as part of a systematic practice by the companies*. Defendants and their buying agents benefit from this organized theft.

20. The Child Laborer Plaintiffs bring common law claims against Defendants for unjust enrichment, negligent supervision, and intentional infliction of emotional distress for the failure of Mars, Cargill, and Mondelez to put in place its promised programs that would have prevented these children from performing hazardous work, prevented the unjust enrichment of Defendants, and prevented the negligent supervision of these Child Laborer Plaintiffs. Defendants are profiting excessively from their unlawful conduct. The Cocoa Farmer Plaintiffs, who are poverty-stricken cocoa farmers, bring a claim for negligent supervision and common law theft against the companies for intentionally under weighing each cocoa bag by nine kilos. Finally, IRAdvocates brings a claim for consumer fraud based on District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et. seq.*

II. JURISDICTION AND VENUE

21. This court has personal jurisdiction over the parties in this case. The Child Labor Plaintiffs and their parents or guardians, as well as Plaintiff International Rights Advocates, consent to this Court having personal jurisdiction over them.

22. Pursuant to D.C. Code § 13-423, this Court has personal jurisdiction over Mars and its CEO Poul Weihrauch, Cargill and its CEO Brian Sikes, Mondelēz International, Inc. and its CEO Dirk Van de Put. Defendants have sufficient minimum contacts with the District of Columbia to establish personal jurisdiction of this Court over them because, *inter alia*, Defendants are engaged in deceptive schemes and acts directed at persons residing in, located in, or doing business in the District of Columbia, or otherwise purposefully avail themselves of the laws of this District through their marketing and sales of their products and services in this District.

23. The Court has subject matter jurisdiction over this action under the CPPA, D.C. § 28-3901, *et seq.*, as well as the Court's general jurisdiction over statutory and common law claims recognized by the Courts of the District of Columbia.

24. Venue is proper in this Court because Defendants aim their marketing and advertising material at consumers within the District. Defendants' internet advertising and their false assertions discussed herein are accessible in the District. Defendants' products, including those produced with the illegal child labor of Plaintiffs herein and countless other West African children, can be, and are, purchased in the District by District consumers.

III. PARTIES

A. Plaintiffs

1. **Child Laborer Plaintiffs**

25. Plaintiffs S.M.K. (daughter of Cocoa Farmer Plaintiff Marie Kassim, who is the legal representative of her child and files on her behalf) and G.K. (son of Cocoa Farmer Plaintiff Rakia Kassim, who is the legal representative of her child and files on his behalf) are half siblings and both work full-time on a cocoa farm that directly sources to Defendant Mars. S.M.K. is currently 15 years old and she has been working on the Mars cocoa plantation since she was ten years old. Before that she attended school, but she had to stop attending regularly and go to work on the cocoa plantation because her family could not afford the school fees and other costs, such as purchasing a required school uniform and books.

26. S.M.K. regularly performs hazardous work on the cocoa plantation. She uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. She also applies pesticides and herbicides without protective equipment. All of the work she regularly performs on the Mars plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. Further, it is also illegal for any female, regardless of age, to apply pesticides and

herbicides due to the strong likelihood of doing damage to her reproductive system.

Here is a photo of her using her machete:



27. G.K. is now 12 years old. He started working on the cocoa farm that supplies Mars when he was eight years old. Like his sister, he attended school briefly but had to stop his regular attendance and go to work on the cocoa plantation because his family did not have the money to pay for the costs of attending school. G.K. regularly performs hazardous work on the cocoa plantation. He uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the

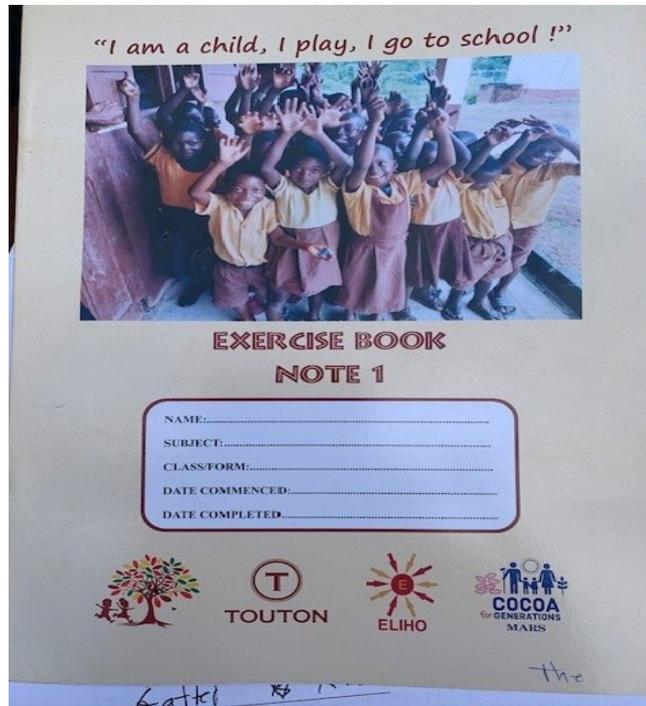
trees, and open the cocoa pods. He also applies pesticides and herbicides without protective equipment. All of the jobs G.K. regularly performs on the Mars plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana’s Children Act of 1998.

Here is a photo of him using his machete:



28. Both S.M.K. and G.K. are on the Mars list (**Exhibit 2**) of child workers the Company claims have been “rehabilitated” by the programs Mars claims it has launched to rescue children found working on their cocoa farms. S.M.K. and G.K.

were contacted a single time by a Mars company representative and were given a backpack with the company logo, a school notebook with the company logo (both pictured below), and the company representative took their photo with these items. Both S.M.K. and G.K. were promised health insurance and financial assistance to allow them to return to school, but after that single initial contact by the Mars representative in 2021, they never again heard from the company. Further, even if they were able to attend school, the one nearest to them is a ninety minute walk *each way*. Mars and the other companies claim to be building schools for the cocoa children, but this is just another misrepresentation made to the public. S.M.K and G.K. both expressed to IRAdvocates the strong desire to regularly attend school if they could find the resources to do so. They want a future beyond harvesting cocoa mired in poverty.



29. The slogan on the notebook, “I am a child, I play, I go to school,” given to children like Plaintiffs S.M.K and G.K., who work full-time on cocoa farms instead of going to school to enhance Mars’ billions, is beyond cruel and cynical.

30. Plaintiffs D.I., C.I. G.I., and R.I., are four of the children of Cocoa Farmer Plaintiff Issam Laar, who is the legal representative of his four children and files on their behalf. The four children work full-time on a cocoa farm that directly sources to Defendant Cargill. D.I. is currently 14 years old and she has been working on the Cargill cocoa plantation since she can remember. She knows only that she started at a very young age. She was able to attend school intermittently until she was ten years old, and then had to stop because her family could not afford the fees. At age 10 she worked briefly for a woman who had a food stall selling biscuits and soup. When she returned home, she tried to go back to school but the school had stricken her from the roll, and she was not permitted to re-enroll. At that point, she began working full time on the cocoa farm that supplies to Cargill.

31. D.I. regularly performs hazardous work on the Cargill cocoa plantation. She uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. She also regularly applies pesticides and herbicides without protective equipment. She described to IRAdvocates in detail how she mixes the chemicals with water in the heavy tank that she then puts on her back like a large backpack. She regularly feels sick and dizzy while applying the chemicals and sometimes she vomits. All of the work she regularly performs on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of

1998. Further for any child under 18 years of age to apply herbicides or pesticides is illegal under the law of Ghana, and it is also illegal for any female, regardless of age, to do it due to the strong likelihood of doing damage to her reproductive system.

32. C.I. thinks she is ten years old. Her parents were not able to be certain, but they estimated that is correct. She has been working on the cocoa farm that supplies Cargill for at least two years and she regularly performs hazardous work for the benefit of Cargill. Like the other children, she uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. She also applies pesticides and herbicides without protective equipment. She reported that she feels sick and dizzy while applying the chemicals. On one occasion, she was so sick that she had to go to the medical clinic. There, they gave her some medication, but she did not know what it was. All of the jobs she regularly performs on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. Further, for any child under 18 years of age to apply herbicides or pesticides is illegal under the law of Ghana, and it is also illegal for any female, regardless of age, to do it due to the strong likelihood of doing damage to her reproductive system.

33. C.I. has scars on her body where she accidentally cut herself while using her machete like this one:



34. G.I. is currently nine years old and he has been working on the Cargill cocoa plantation since he was about six. He has only attended school a handful of times and cannot attend regularly because his family cannot not afford the fees. He works full time on the cocoa farm that supplies to Cargill.

35. G.I. regularly performs hazardous work on the Cargill cocoa plantation. He uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. He also regularly applies pesticides and herbicides without protective equipment. He is so tiny that his older sisters have to help him mount the chemical tank on his back. All of the jobs he regularly performs on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children

Act of 1998. Further, for any child under 18 years of age to apply herbicides or pesticides is illegal under the law of Ghana.

36. R.I. is only six years old. She has never been to school. She works on the Cargill cocoa plantation with her two sisters and her brother. She uses a sharp machete to weed the cocoa trees and she gathers the cocoa pods that her siblings harvest from the trees. Using a machete and carrying heavy loads on the Cargill plantation are examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. For a six-year-old child who has never been to school to perform these tasks to increase profits for Cargill is criminal.

37. As is described more fully in paragraphs 135-146 below, Cargill claims to have a rehabilitation program for children found working on their cocoa plantations as part of the "Cargill Cocoa Promise." Plaintiffs D.I., C.I. G.I., and R.I. work daily on the Cargill plantation and have never been contacted by any representative of the company for any reason, let alone to help them go to school. IRAdvocates visited a school that is less than a ten-minute walk from the Cargill cocoa farm where these children work and live. They are unable to attend this school because their family is so poor because of the low price paid to the children's father for his labor at the Cargill cocoa farm. He cannot afford to pay the school fees or purchase the uniforms and books that are necessary for his children to attend school in Ghana.



38. Plaintiffs R.N., G.N., and D.P. are three of Cocoa Farmer Plaintiff Christiana Nartey's grandchildren. She is the legal representative of her grandchildren and files on their behalf. They all work on a cocoa farm that provides cocoa directly to Cargill. There is a Cargill collection site adjacent to the cocoa farm where these children work, and they all pointed to it as the place where they took their cocoa beans. This sign is on the wall of the collection center:



39. Plaintiff R.N. is 16 years old. She has attended school up to junior high, but has to miss school when things are busy on the cocoa farm that directly supplies to Cargill, especially during the main harvest season from late September to late November. She started working on the cocoa farm when she was five years old. She regularly performs hazardous work for the benefit of Cargill. Like the other children, she uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. She also applies pesticides and herbicides without protective equipment. She reported that she feels sick and dizzy while applying the chemicals. On one occasion, she was so sick that she had to go to the hospital. There they gave her some medication, but she did not know what it was. She said she is afraid of spraying the chemicals based on her bad experiences, but the job needs to be done so she does it. All of the jobs she regularly performs

on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. Further for any child under 18 years of age to apply herbicides or pesticides is illegal under the law of Ghana, and it is also illegal for any female, regardless of age, to do it due to the strong likelihood of doing damage to her reproductive system.

40. Plaintiff R.N. has scars on her body from accidentally cutting herself with her machete:



41. Plaintiff R.N. dreams of being a fashion designer if she could get some assistance to allow her to return to school full-time.

42. Plaintiff G.N. is thirteen years old. Like her sister R.N., she attends school when she can, but has to miss school when things are busy on the cocoa farm that directly supplies to Cargill, especially during the main harvest season from late September to late December. The school she sometimes attends is a one-hour walk from her home.

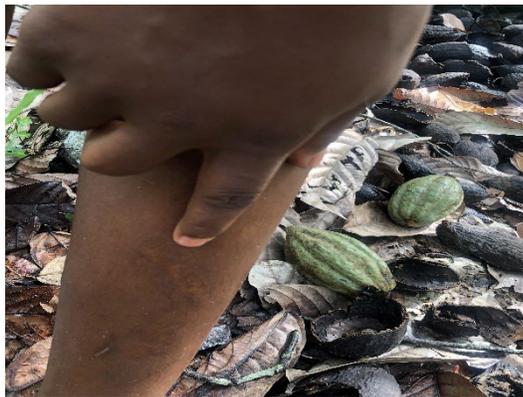
43. G.N. started working on the cocoa farm when she was eight years old. She regularly performs hazardous work for the benefit of Cargill. Like the other children, she uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. As is evident from this photo, she also applies pesticides and herbicides without protective equipment:



Whenever she does the spraying, she feels sick and dizzy. She has a persistent cough that she attributes to a reaction to the chemicals she sprays. All of the jobs G.N. regularly performs on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition,

for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. Further for any child under 18 years of age to apply herbicides or pesticides is illegal under the law of Ghana, and it is also illegal for any female, regardless of age, to do it due to the strong likelihood of doing damage to her reproductive system.

44. Plaintiff G.N. has scars on her body from accidentally cutting herself with her machete:



45. Plaintiff D.P. is ten years old. Like his sisters, he attends school when he can, but has to miss school when things are busy on the cocoa farm that directly supplies to Cargill, especially during the main harvest season from late September to late December.

46. D.P. started working on the cocoa farm when he was four years old. In the beginning, he performed light tasks like hauling water and carrying bags of cocoa pods, but by the time he was eight, he was regularly performing hazardous work for

the benefit of Cargill. Like the other children, he uses a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. If someone needs to climb a tree with a machete to reach the higher cocoa pods, D.P. is given that job. He also applies pesticides and herbicides without protective equipment, but because he is so small, he can't carry the large chemical tank on his back so he uses a smaller size. He also has a persistent cough that he attributes to a reaction to the chemicals he sprays. All of the jobs D.P. regularly performs on the Cargill plantation are undisputed examples of the Worst Forms of Child Labor in clear violation of ILO Convention No. 182. In addition, for a minor child to perform such work is a violation of sections 87 and 91 of Ghana's Children Act of 1998. This is a photo of D.P. using his machete to open a cocoa pod:



47. As is described more fully in paragraphs 135-146 below, Cargill claims to have a rehabilitation program for children found working on their cocoa plantations as part of the “Cargill Cocoa Promise.” *Plaintiffs R.N., G.N., and D.P. work daily and openly on the Cargill plantation that is less than 50 feet from the Cargill collection center, where a Cargill representative comes regularly to collect their cocoa beans.* They have never been contacted by any representative of the company for any reason, let alone to help them go to school.

48. Plaintiff Sandra Nketiah is currently twenty-one years old and is attending university to realize her dream of becoming a midwife. She was forced to work on a Mondelēz plantation from ages 10-19, performing hazardous work in violation of

ILO Convention No. 182, including using a sharp machete to weed the cocoa trees and trim leaves, cut down cocoa pods from the trees, and open the cocoa pods. As she described in an interview for a Channel 4 Dispatches program, she was sent to live with a relative at age 10 and was told she would help with their children and household work, but was put to work against her will on a cocoa farm that supplied to Mondelēz and was specially included in a list of farms that Mondelēz claimed were part of its “Cocoa Life” program.

49. Mondelēz claimed, falsely, that their “Cocoa Life” plantations in Ghana were child labor free and fully “sustainable.” No one informed Sandra of this as she was forced to perform illegal and hazardous work on a Mondelēz “Cocoa Life” plantation until she was freed by individuals who heard her story and helped her to attend university. When Mondelēz and its agents, including Child Rights International, learned of Sandra’s plight in watching the Channel 4 expose, rather than race to her and place her in the rehabilitation program they claim to consumers and regulators to operate for any child found working on a Mondelēz plantation, they sent men to threaten Sandra and her family. They also offered her and her family a bribe if she recanted her story. Sandra refused because she hoped that her story would help to end the misery of pervasive child slavery on the cocoa plantations of Ghana.

2. Cocoa Farmer Plaintiffs

50. Cocoa Farmer Plaintiff Marie Kassim is the mother of Child Laborer Plaintiff S.M.K and files this case on her own behalf and on behalf of her minor child. They work on the same cocoa farm that supplies Mars. When Plaintiff Marie Kassim sells her family's cocoa to the buying agent for Mars, her cocoa is under weighed by nine (9) kilos through rigged scales as part of systematic theft by the major companies, including Mars. For each bag of cocoa Plaintiff Marie Kassim's family sells to Mars, they are robbed of nine kilos.

51. Cocoa Farmer Plaintiff Rakia Kassim is the mother of Child Laborer Plaintiff G.K. and files this case on her own behalf and on behalf of her minor child. They work on the same cocoa farm that supplies Mars. When Plaintiff Rakia Kassim sells her family's cocoa to the buying agent for Mars, her cocoa is under weighed by nine (9) kilos through rigged scales as part of systematic theft by the major companies, including Mars. For each bag of cocoa Plaintiff Rakia Kassim's family sells to Mars, they are robbed of nine kilos by Defendant Mars.

52. Cocoa Farmer Plaintiff Issam Laar is the father of Child Laborer Plaintiffs D.I., C.I., G.I., and R.I. and files this case on his own behalf and on behalf of his minor children. They work on the same cocoa farm that supplies Cargill. When Plaintiff Issam Laar sells his family's cocoa to the buying agent for Cargill, his cocoa is under weighed by nine (9) kilos through rigged scales as part of systematic theft

by the major companies, including Cargill. For each bag of cocoa Plaintiff Issam Laar's family sells to Mars, they are robbed of nine kilos by Defendant Cargill.

53. Cocoa Farmer Plaintiff Christiana Nartey is the mother of Child Laborer Plaintiffs R.N., G.N., and D.P. and files this case on her own behalf and on behalf of her minor children. They work on the same cocoa farm that supplies Cargill. When Plaintiff Christiana Nartey sells her family's cocoa to the buying agent for Cargill, her cocoa is under weighed by nine (9) kilos through rigged scales as part of systematic theft by the major companies, including Cargill. For each bag of cocoa Plaintiff Christiana Nartey's family sells to Mars, they are robbed of nine kilos by Defendant Cargill.

3. District of Columbia Consumer Protection Procedures Act Plaintiff

54. Plaintiff IRAdvocates is a § 501(c)(3) nonprofit organization dedicated to holding companies accountable for human rights abuses in the global supply chain. They seek to give those who have suffered from these human rights abuses access to justice. IRAdvocates also files complaints such as this one under the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et. seq.*, to hold companies accountable to consumers for their statements regarding human rights abuses in their supply chain.

B. Defendants

55. Defendant Mars, Incorporated is a privately held corporation with its U.S. headquarters at 6885 Elm Street, McLean, Virginia. It operates its cocoa business

and sales in the United States through Defendant Mars Wrigley Confectionary, which is headquartered in Chicago, Illinois. Mars sells and markets cocoa products all over the United States, including in the District of Columbia, with cocoa produced in Ghana and Côte d'Ivoire. Mars has a valuation of \$45 billion and had revenue in 2022 of \$50 billion. Mars is a closely held private corporation. The Mars family heirs are worth \$94 billion and there is no public reporting indicating that they have spent a single dollar of their vast fortune to provide any form of assistance to the hundreds of thousands of child laborers in Ghana and Côte d'Ivoire whose stolen labor helped to build their vast fortune.

56. Defendant Poul Weihrauch has been the CEO of Mars since September 22, 2022. He has the ultimate authority to require Mars to meet its 2001 commitment made in signing the Protocol. He has recently boasted that his goal is to double Mars' revenue by 2033, but he has yet to issue any definitive plans to stop the company's reliance on child labor and provide meaningful rehabilitation to the hundreds of thousands of children who have been abused by years of hazardous work on cocoa farms producing for Mars.

57. Defendant Cargill, Incorporated Company ("Cargill, Inc.") is one of the largest privately held corporate providers of food and agricultural products and services worldwide with over 100,000 employees in 59 countries. Its activities include cultivating and processing grain, oilseeds, and other agricultural commodities, including cocoa for distribution to food producers. Headquartered in

Wayzata, Minnesota and incorporated in Delaware, it is a family business that is tightly controlled and centrally managed. Upon information and belief, in 1992, the business was restructured to ensure that managers making decisions about buying and selling commodities had ties to Cargill Headquarters in Minnesota and would receive instructions from there. Cargill had revenue in 2022 of over \$165 billion.

58. Cargill Cocoa is a subsidiary of Cargill, Inc. incorporated in Pennsylvania. It is a major cocoa bean originator and processor. It offers a wide range of high-quality cocoa powder, butter and liquor products under the Gerkens and Wilbur brands to leading manufacturers of food, chocolate, and confectionery products worldwide. Products are sold through an international network of offices, agents, and distributors. Its facilities include a production facility in Côte d'Ivoire for the production of cocoa liquor, butter, powder, and origination of cocoa beans. Cargill Cocoa & Chocolate North America is responsible for partnerships with farmers in Ghana, including a program to train farmers in crop protection.

59. Defendant Brian Sikes is the President and CEO of Cargill. He is responsible for all of the company's major decisions and policies. While he has had Cargill issue numerous worthless paper policies, including the misleading and fraudulent "Cargill Cocoa Promise," he has yet to issue any definitive plans to stop the company's reliance on child labor and provide meaningful rehabilitation to the hundreds of thousands of children who have been abused by years of hazardous work on cocoa farms producing for Cargill.

60. The Cargill-MacMillan family heirs are worth \$47 billion and there is no public reporting indicating whether they have spent a single dollar of their vast fortune to provide any form of assistance to the hundreds of thousands of child laborers in Ghana and Côte d'Ivoire whose stolen labor helped to build their vast fortune.

61. Defendant Mondelez is a U.S.-based international chocolate producer headquartered in Deerfield, Illinois. Defendant Mondelez International is one of the largest multinational enterprises, ranking 108th on the Fortune 500.¹¹ The company was incorporated in 2012, but can trace its history back to some of the most influential food and snacking brands including Adams, Cadbury, Christie, Kraft Foods, LU, and Nabisco. In 2021, Defendant Mondelez International reported global net revenues of \$28.7 billion, with net earnings of \$4.3 billion.¹² It estimates a global workforce of approximately 79,000 employees.¹³ The Defendant has described cocoa as the essence of its chocolate and vital to its business.¹⁴ It is the second largest chocolate producer globally, sourcing cocoa for its products primarily

¹¹ Mondelez International, Fortune 500, <https://fortune.com/company/Mondelez-international/fortune500/> (last visited Nov. 27, 2023).

¹²https://www.Mondelezinternational.com/-/media/Mondelez/PDFs/MONDELÉZ-INTERNATIONAL-INC_10K_2021.pdf

¹³https://www.Mondelezinternational.com/-/media/Mondelez/PDFs/MONDELÉZ-INTERNATIONAL-INC_10K_2021.pdf.

¹⁴ Mondelez International, *Why Cocoa Life?*, https://www.cocoalife.org/?utm_source=cadbury.co.uk%2Fcocoa-life&utm_medium=int&utm_campaign=cadbury-uk&utm_content=link (last visited Nov. 27, 2023).

from Ghana and Côte d'Ivoire. It manufactures, distributes, and sells its cocoa products with cocoa produced in Ghana all over the United States, including in Washington, D.C.

62. Defendant CEO Dirk Van de Put has been the CEO of Defendant Mondelez since 2017. His compensation in 2022 was \$17,925,672. He is responsible for all of the company's major decisions and policies. While he has had Mondelez issue numerous worthless paper policies, including the misleading and fraudulent "Cocoa Life" program, he has yet to issue any definitive plans to stop the company's reliance on child labor and provide meaningful rehabilitation to the hundreds of thousands of children who have been abused by years of hazardous work on cocoa farms producing for Mondelez.

IV. CLASS ALLEGATIONS

A. Child Laborer Plaintiffs' Class Action Allegations

63. Child Laborer Plaintiffs herein bring this action individually, and pursuant to Super. Ct. Civ. R. 23(a), 23(b)(2) and 23(b)(3), on behalf of the following class:

All individuals during the period from November 29, 2020 through the present who reside or did reside in the country of Ghana, West Africa and performed the worst forms of child labor as defined by ILO Convention No. 182, including using dangerous tools or applying chemical pesticides and herbicides, as children under the age of 16 on any farm and/or farmer cooperative within any cocoa producing region of Ghana, including but not limited to the geographical regions of Western North and Asunafo South, for the purpose of harvesting and/or cultivating cocoa beans that were supplied to any of the named Defendants herein and who were prevented from attending school due to being required to

work full-time on cultivating cocoa beans that were supplied to any of the named Defendants herein.

64. The class is so numerous that joinder of all members is impractical. Based on extensive objective research done on child labor in Ghana by International Rights Advocates, there is overwhelming evidence that there are hundreds of thousands of children who are current or former child laborers on cocoa plantations, who did not attend school while working on cocoa plantations, who would qualify as class members.

65. There are questions of law and fact common to the class. Key common questions include, but are not limited to:

- a. Whether Plaintiffs and Proposed Class Members were unlawfully employed as children performing the Worst Forms of Child Labor in violation of ILO Convention No. 182 and sections 87 and 91 of Ghana's Children Act of 1998 and were harvesting cocoa on cocoa farms which supplied cocoa beans to the named Defendants herein?
- b. Whether Plaintiffs and Proposed Class Members were subject to unjust enrichment, negligent supervision, and intentional infliction of emotional distress under the laws of the District of Columbia by the named Defendants that obtained the free labor of the child laborers who were required to work because they could not afford to attend school despite Defendants' promised rehabilitation programs that should have ensured

Plaintiffs and the Proposed Class Members were in schools and not working on cocoa plantations?

- c. Whether Plaintiffs and the Proposed Class Members were performing hazardous work on cocoa plantations for no pay because Defendants failed to take promised and adequate action to prevent and stop the use of such illegal child labor and ensure that former child workers were put into rehabilitation programs that included going to school?
 - d. Whether injunctive relief can be fashioned to prevent the further abuse of children performing hazardous work on cocoa plantations supplying cocoa to one or more of the Defendants herein?
66. The Child Laborer Plaintiffs' claims are typical of the claims of the class.

They seek redress for the same conduct that has affected all class members and press legal claims which are the same for all class members.

67. The Child Laborer Plaintiffs named herein will fairly and adequately represent the class. These Plaintiffs do not have conflicts of interest with members of the class and have retained counsel who are experienced in complex litigation, including class actions and international litigation, and who will vigorously prosecute this action.

68. A class action is the superior method for adjudication of this controversy. In the absence of a class action, courts will be unnecessarily burdened with multiple, duplicative individual actions. Moreover, if a class is not certified, many meritorious

claims will go un-redressed as the individual class members are not able to prosecute complex litigation against the large corporate Defendants herein.

B. Cocoa Farmer Plaintiffs' Class Action Allegations

69. The Cocoa Farmer Plaintiffs bring this action individually, and pursuant to Super. Ct. Civ. R. 23(a), 23(b)(2), and 23(b)(3), on behalf of the following class:

All individuals during the period from November 29, 2020 through the present who reside or did reside in the country of Ghana, West Africa, were cocoa farmers within any cocoa producing region of Ghana, including but not limited to the geographical regions of Western North and Asunafo South, sold their cocoa beans to any of the named Defendants herein or their agents, and were cheated of the price set for the cocoa because the named Defendants herein or their agents intentionally and systematically rigged the scales to under weigh a bag of cocoa by seven (7) kilos and then misrepresent to the farmers that an additional two (2) kilos of each bag is lost due to drying and settling during shipment to the port. Based on this systematic practice by Defendants and their agents, Ghanaian Cocoa Farmer Plaintiffs and the Proposed Members of the Class are required to sell their cocoa for the low government price imposed on them and based on the fraudulent weight of 62 kilos when each bag actually weighs 71 kilos. Nine kilos are stolen from the farmers for each bag they sell as part of a systematic practice by the Defendant companies named herein.

70. The class is so numerous that joinder of all members is impractical. Based on extensive objective research done on cocoa farming in Ghana by International Rights Advocates, there is overwhelming evidence that there are hundreds of thousands of small cocoa farmers who are required to sell their cocoa to one or more of the named Defendants and are victimized by their systematic theft due to the rigged weighing system.

71. There are questions of law and fact common to the class. Key common questions include, but are not limited to, the following:

- a. Whether the Cocoa Farmer Plaintiffs and Proposed Class Members were victims of theft or fraud by being required to sell their cocoa beans under the rigged weighing system imposed by the named Defendants herein or their agents or did the rigged system unjustly enrich the Defendants?
- b. Whether the Cocoa Farmer Plaintiffs and Proposed Class Members were subject to theft, fraud or unjust enrichment under the laws of the District of Columbia due to the rigged weighing system imposed by the named Defendants?
- c. Whether injunctive relief can be fashioned to prevent further fraud, theft, or unjust enrichment by the rigged weighing system imposed by the named Defendants or their agents?

72. The Cocoa Farmer Plaintiffs' claims are typical of the claims of the class. They seek redress for the same conduct that has affected all class members and press legal claims which are the same for all class members.

73. The Cocoa Farmer Plaintiffs named herein will fairly and adequately represent the class. These Plaintiffs do not have conflicts of interest with members of the class and have retained counsel who are experienced in complex litigation, including class actions and international litigation, and who will vigorously prosecute this action.

74. A class action is the superior method for adjudication of this controversy. In the absence of a class action, courts will be unnecessarily burdened with multiple, duplicative individual actions. Moreover, if a class is not certified, many meritorious claims will go un-redressed as the individual class members are not able to prosecute complex litigation against the large corporate Defendants herein.

V. CAUSES OF ACTION

COUNT I **UNJUST ENRICHMENT** **BY ALL CHILD LABORER** **AND COCOA FARMER PLAINTIFFS** **AGAINST ALL DEFENDANTS**

75. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein. As the prior allegations make clear, the facts of this case present a textbook example of unjust enrichment. Under the law of the District of Columbia, unjust enrichment occurs when (1) the plaintiff conferred a benefit on the defendant; (2) the defendant retains the benefit; and (3) under the circumstances, the defendant's retention of the benefit is unjust. *News World Commc'ns, Inc. v. Thompsen*, 878 A.2d 1218, 1222 (D.C. 2005); *Mazor v. Farrell*, 186 A.3d 829, 833 (D.C. 2018).

76. To the detriment of both the Child Laborer Plaintiffs and the Cocoa Farmer Plaintiffs, as well as the Members of their respective classes, Defendants

have been and continue to be unjustly enriched as a result of their wrongful conduct alleged herein. There is no question that Defendants, all very profitable multinational companies, have unjustly retained the benefits from illegally using the free labor of the Child Laborer Plaintiffs and retaining the value of stolen cocoa through rigged weighing of the cocoa harvested by the Cocoa Farmer Plaintiffs.

77. Defendants are, and have been for decades, purchasing cheap cocoa in Ghana that has been harvested by children, including the Child Laborer Plaintiffs and the Class Members, who are performing the Worst Forms of Child Labor in violation of ILO Convention No. 182. This hazardous work done by children, using dangerous tools to harvest cocoa and applying herbicides and pesticides without any protective equipment, also violates sections 87 and 91 of Ghana's Children Act of 1998. Defendants are paying extremely low prices for cocoa that reflects the fact that the cocoa is harvested by children, including the Child Laborer Plaintiffs and the Class Members, who are not paid any wages at all and often work just to be fed for the day.

78. As is alleged herein, Defendants and other major cocoa companies have been promising for decades to end their system of cocoa production that is dependent upon child laborers working for free, but because it is so profitable for them to benefit from the free labor of children, they have failed to spend the resources to shift to an adult workforce in which the farmers and any supporting workers are paid a living wage that complies with applicable domestic and

international health and safety laws and regulations. Defendants have realized enormous profits by protecting this child labor-based system for as long as possible.

79. Defendants have also realized enormous unjust gains by failing to implement their long-promised rehabilitation programs that would shift the children working on their sourcing farms into schools. As is specifically alleged in paragraphs 117-159 herein, Defendants have long claimed they *were* placing children found working on their farms in rehabilitation programs with an education component, but these promises are false and very little, if anything, has been done for the working children. As previously alleged, at most, child cocoa workers identified for “rehabilitation” by Defendants’ programs receive a school backpack and a notebook. They are back at work the next day after receiving the cynical gift from the Defendants. As one of the Child Laborer Plaintiffs herein said in an interview with IRAdvocates, *“we need schools, not school backpacks.”* Again, Defendants are profiting from delaying payment of the necessary expenses to implement meaningful rehabilitation programs for as long as possible.

80. Defendants have also realized enormous unjust gains by systematically cheating the Cocoa Farmer Plaintiffs and the Proposed Class Members by weighing their cocoa on a rigged scale. Defendants and their agents intentionally and systematically rob some of the poorest farmers on earth by using rigged scales to under weigh a bag of cocoa by seven (7) kilos and then misrepresent to the farmers that an additional two (2) kilos of each bag are lost due to drying and settling during

shipment to the port. Based on this systematic practice by Defendants and their agents, the Cocoa Farmer Plaintiffs and the Proposed Members of the Class are required to sell their cocoa for the low government price imposed on them at the fraudulent weight of 62 kilos, when each bag actually weighs 71 kilos. Nine kilos are stolen from the farmers for each bag they sell as part of a systematic practice by the Defendant companies Mars, Cargill, and Mondelez. Given the large number of Cocoa Farmers in the Proposed Class, likely in the hundreds of thousands, this is an enormous theft each year by these Defendant companies.

81. Accordingly, the Child Laborer and Cocoa Farmer Plaintiffs and their respective Class Members seek full restitution of the Defendants' enrichment, benefits, and ill-gotten gains acquired as a result of the wrongful conduct alleged herein.

COUNT II
NEGLIGENT SUPERVISION
BY ALL CHILD LABORER PLAINTIFFS
AGAINST ALL DEFENDANTS

82. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

83. Defendants Mars, Cargill, and Mondelez had direct supplier-buyer relationships with the cocoa plantations where the Child Laborer Plaintiffs were performing the Worst Forms of Child Labor instead of going to school. These Defendants, as alleged in paragraphs 117-59 herein, claimed to the public and

potential regulators that they were working to enforce their respective policies against child labor and to require their cocoa suppliers in Ghana to respect those policies. Defendants thus claimed that they had actual control over these suppliers therefore having the ability to require them to honor the policies against child labor in cocoa harvesting. Defendants also had actual control over all other aspects of cocoa production on the farms they had direct relationships with, including those where the Child Laborer Plaintiffs were performing the Worst Forms of Child Labor instead of going to school. Defendants regularly provided direction as to the quality and harvesting of cocoa supplied to them from these cocoa farms.

84. Defendants knew or reasonably should have known that the farmers who supplied them were using child labor that was performing the Worst Forms of Child Labor in violation of ILO Convention No. 182, as well as the Law of Ghana, and that the Child Laborer Plaintiffs and Members of the Class would suffer injuries as alleged herein if forced into the system of cocoa harvesting created by Defendants and dependent upon illegal child labor.

85. Defendants Mars, Cargill, and Mondelēz had the authority to supervise, prohibit, control, and/or regulate the farmers who were their direct suppliers. Indeed, as alleged in paragraphs 117-59 herein, Defendants boast of this control in their policies and programs, promising the public and potential regulators that they were working with their cocoa suppliers to stop the use of child labor so as to prevent the acts and omissions described herein from occurring. Defendants also

had the ability to cease operations until such time as the violations alleged herein were stopped and/or prevented.

86. Defendants knew or reasonably should have known that unless they intervened to protect the Child Laborer Plaintiffs and Members of the Class and properly supervise, prohibit, control and/or regulate the conduct described herein, these children would suffer the injuries alleged herein.

87. Defendants failed to exercise due care by failing to supervise, prohibit, control or regulate their employees and/or agents, and also failed to make appropriate investigations into the possible negative impact on Plaintiffs and Members of the Class who were required to harvest cocoa using the Worst Forms of Child Labor for Defendants' suppliers. In addition, as alleged herein, Defendants promised to the public and to potential regulators that they had created "rehabilitation" programs that would target children, like the Child Laborer Plaintiffs and Members of the Class, who were working on cocoa plantations that supplied to them. Defendants failed to exercise due care by failing to supervise, control or regulate their employees and/or agents that were responsible for implementing these programs and should have, at a minimum, located and identified the Child Laborer Plaintiffs and Members of the Class, removed them from the Defendants' plantations, and placed them in a safe environment. That the so-called "rehabilitation" programs are largely non-existent is itself another act of negligent supervision by the Defendants.

88. As a direct and proximate result of Defendants' negligent supervision, the Child Laborer Plaintiffs have suffered and continue to suffer injuries entitling them to damages in amounts to be ascertained at trial.

COUNT III
NEGLIGENT SUPERVISION
BY ALL COCOA FARMER PLAINTIFFS
AGAINST ALL DEFENDANTS

89. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

90. Defendants Mars, Cargill, and Mondelez had direct supplier-buyer relationships with the cocoa plantations where the Cocoa Farmer Plaintiffs were harvesting cocoa beans for sale to Defendants. Each Defendant directed the cocoa farmers producing for them, including the Cocoa Farmer Plaintiffs and Members of the Class, to deliver their cocoa beans to specific company-maintained weighing stations that were operated by the companies themselves or by buying agents appointed by the companies.

91. The Whistleblower informed IRAdvocates that, in collusion with the major cocoa companies within the WCF, including Defendants, the government of Ghana fixes a minimum price for a standard bag of cocoa. The price does not allow a hard-working cocoa farmer to provide the basics for his family and these farmers, including the Cocoa Farmer Plaintiffs, live with food insecurity and lack basic life

necessities. The major companies, including Defendants, could, but do not, pay more than the minimum price set by the government. Instead, they systematically cheat the cocoa farmers, including the Cocoa Farmer Plaintiffs and Members of the Proposed Class, by weighing their cocoa on rigged scales that Defendants required them to use. IRAdvocates (and CBS) visited a cocoa buyer for Touton, a company that buys cocoa for Mars, Cargill, and Mondelez, as well as other major companies. The Whistleblower informed the team that the scale used by Touton, and all of the other buyers, will under weigh a bag of cocoa by seven kilos. The team verified that this was the case. In addition, according to the Whistleblower, another two kilos are deducted by the companies when the cocoa is moved from the buyer to the port for shipment. The farmers are told the cocoa settles and dries and loses two kilos more, but in reality, this is just plain theft by the companies. Each bag of cocoa the cocoa farmers sell is based on the fraudulent weight of 62 kilos, although the cocoa bags actually weights 71 kilos, therefore nine kilos are stolen from the farmers for each bag they sell as part of a standard systematic practice by these companies. Defendants and their buying agents retain the proceeds of this organized theft.

92. Defendants knew or reasonably should have known that each bag of cocoa the Cocoa Farmer Plaintiffs sell to them is under weighed by nine kilos and that the farmers are being cheated for the benefit of the companies including the Defendants. According to the Whistleblower, this is a widespread practice that is known to the entire industry in Ghana.

93. Defendants have actual control over their buying agents and have the ability to require them to provide the honest weight of the cocoa bags to the farmers. Defendants failed to take action to correct the theft of the nine kilos of cocoa in each bag the Cocoa Farmer Plaintiffs sold to them, which Defendants knew or should have known was the regular practice of their buying agents in Ghana. Defendants Mars, Cargill, and Mondelēz thus allowed a scheme to rob the poverty-stricken Cocoa Farmer Plaintiffs and Members of the Class of a major portion of the cocoa they struggle to harvest to support their families.

94. As a direct and proximate result of Defendants' negligent supervision, which resulted in the theft of the Cocoa Farmer Plaintiffs cocoa, they have suffered damages in an amount to be ascertained at trial.

COUNT IV
THEFT
BY ALL COCOA FARMER PLAINTIFFS
AGAINST ALL DEFENDANTS

95. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

96. Defendants Mars, Cargill, and Mondelēz had direct supplier-buyer relationships with the cocoa plantations where the Cocoa Farmer Plaintiffs were harvesting cocoa beans for sale to Defendants. Each Defendant directed the cocoa farmers producing for them, including the Cocoa Farmer Plaintiffs and Members of

the Class, to deliver their cocoa beans to specific company-maintained weighing stations that were operated by the companies themselves or by buying agents appointed by the companies.

97. The Whistleblower informed IRAdvocates that, in collusion with the major cocoa companies within the WCF, including Defendants, the government of Ghana fixes a minimum price for a standard bag of cocoa. The price does not allow a hard-working cocoa farmer to provide the basics for his family and they live with food insecurity and lack basic necessities of life. Many cocoa farmers, like Cocoa Farmer Plaintiff Issam Laar, are tenant farmers who only receive about 33% of the farms income from cocoa harvesting, making the poverty even more extreme. The major companies, including Defendants, could, but do not, pay more than the minimum price set by the government. Instead, they systematically cheat the cocoa farmers, including the Cocoa Farmer Plaintiffs and Members of the Proposed Class, by weighing their cocoa on rigged scales that Defendants require the farmers to use. IRAdvocates (and CBS) visited a cocoa buyer for Touton, a company that buys cocoa for Mars, Cargill, and Mondelez, as well as other major companies. The Whistleblower informed the team that the scale used by Touton, and all of the other buyers, will under weigh a bag of cocoa by seven kilos. The team verified that this was the case. In addition, according to the Whistleblower, another two kilos are deducted by the companies when the cocoa is moved from the buyer to the port for shipment. The farmers are told the cocoa settles and dries and loses two kilos more,

but in reality, this is just plain theft by the companies. Each bag of cocoa the cocoa farmers sell is based on the fraudulent weight of 62 kilos, although the cocoa bags actually weighs 71 kilos, therefore nine kilos are stolen from the farmers for each bag they sell as part of a standard systematic practice by the companies. Defendants and their buying agents retain the proceeds of this organized theft.

98. Defendants knew or recklessly disregarded that each bag of cocoa the Cocoa Farmer Plaintiffs sell to them is under weighed by nine kilos and that the farmers are being cheated for the benefit of the companies, including the Defendants. According to the Whistleblower, this is a widespread practice that is known to the entire industry in Ghana.

99. Defendants have actual control over their buying agents and have allowed for the illegal conversion of nine kilos of cocoa for each bag the impoverished Cocoa Farmer Plaintiffs were required to sell to the Defendants' designated agents. Defendants thus are responsible for the systematic theft of nine kilos of cocoa per bag that the Cocoa Farmer Plaintiffs and Members of the Class sold to Defendants and/or their designated buying agents.

100. As a direct and proximate result of Defendants' theft, the Cocoa Farmer Plaintiffs have suffered damages in an amount to be ascertained at trial.

COUNT V
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
BY ALL CHILD LABORER PLAINTIFFS
AGAINST ALL DEFENDANTS

101. Plaintiffs reallege and incorporate by reference all paragraphs previously alleged herein.

102. Since signing the Protocol in 2001, Defendants Mars, Cargill, and Mondelez, along with the other major chocolate companies and their front organizations, including the WCF and ICI, intentionally and continuously participated in a scheme to create the false impression that they have effective programs to end illegal child labor in their supply chains. They also intentionally and continuously mislead the public by claiming they have comprehensive rehabilitation programs for children they find working on cocoa farms that supply to Defendants' companies. While their public relations machines effectively create a false impression that the companies are no longer using child labor and are taking proper care of children found working in cocoa harvesting, Mars, Cargill, and Mondelez continued to depend upon a cocoa production system that uses the Child Laborer Plaintiffs as virtual child slaves to increase their profits. This immoral and cruel scheme perpetrated by Defendants Mars, Cargill, and Mondelez is outrageous conduct which goes beyond all bounds of decency.

103. By supporting and enabling a system that relies on the free labor of the Child Laborer Plaintiffs and Members of the Class for higher profits, Defendants

Mars, Cargill, and Mondelēz committed acts described herein which were intended to cause the Child Laborer Plaintiffs to suffer severe emotional distress. In the alternative, Defendants engaged in such conduct with reckless disregard of the probability of causing the Child Laborer Plaintiffs to suffer severe emotional distress. The Child Laborer Plaintiffs personally experienced the impact of being required to perform dangerous and hazardous work instead of attending school, as Defendants had promised the public they would, and were thus present at the time the outrageous conduct occurred. As previously alleged, each of the Child Laborer Plaintiffs has suffered physical and mental harm as a result of performing hazardous work on Defendants' cocoa plantations. The children work long hours every day, do not have access to clean water, and are undernourished. Defendants knew or recklessly disregarded the fact that the Child Laborer Plaintiffs were present and would be impacted by Defendants' outrageous conduct.

104. The outrageous conduct of Defendants Mars, Cargill, and Mondelēz was the cause of severe emotional distress and physical damage suffered by the Child Laborer Plaintiffs.

105. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages in an amount to be ascertained at trial.

COUNT VI
VIOLATIONS OF THE DISTRICT OF COLUMBIA CONSUMERS
PROTECTION PROCEDURES ACT
BY PLAINTIFF INTERNATIONAL RIGHTS ADVOCATES
AGAINST ALL DEFENDANTS

STATUTORY FRAMEWORK

106. This claim is brought under the District of Columbia Consumer Protection Procedures Act (“CPPA”), D.C. Code § 28-3901, *et. seq.*

107. 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 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;” “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).

108. A violation occurs regardless of “whether or not any consumer is in fact misled, deceived or damaged thereby.” *Id.* § 28-3904.

109. 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). It “shall be construed and applied liberally to promote its purpose.” *Id.*

110. Under the statute, a “merchant” is defined as “a person, whether organized or operating for profit or for a nonprofit purpose, who in the ordinary

course of business does or would sell, lease (to), or transfer, either directly or indirectly, consumer goods or services, or a person who in the ordinary course of business does or would supply the goods or services which are or would be the subject matter of a trade practice.” *Id.* § 28-3901(a)(3).

111. Defendants Mars, Cargill, and Mondelēz are each a “merchant” because they are corporations which operate for profit by directly and indirectly selling consumer goods and services to the public generally and in Washington, D.C., and by supplying goods and services which are the subject matter of confectionary trade practice in the District.

112. IRAdvocates is a 501(c)(3) non-profit organization and a public interest organization under the CPPA’s definition. *Id.* § 28–3901(15). They may therefore act on behalf of the general public and may bring any action that an individual consumer would be entitled to bring:

[A] public interest organization may, on behalf of the interest of a consumer or a class of consumer, 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 trade practice.

Id. § 28-3905(k)(1)(D)(1). Subparagraph (A) provides: “A consumer may bring an action seeking relief from the use of trade practice in violation of law of the District.” An alleged violation of the CPPA sufficiently establishes a consumer’s injury.

113. 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 a “sufficient nexus to the interests involved of the consumer or class to adequately represent those interests.” *Id.* § 28- 3905(k)(1)(D)(ii). Plaintiff IRAdvocates’ work involves addressing a wide range of human rights issues through strategic litigation, training, research, policy and advocacy and coalition building, including consumers in the District of Columbia, about exploitive corporate practices that occur across supply chains, and work to redress such harms. IRAdvocates represents consumers’ interests by raising awareness of human rights violations by corporations and has, since 1998, been working to expose child slavery and other abuses of children in cocoa harvesting. In particular, IRAdvocates has been conducting extensive research in Côte D’Ivoire and Ghana to expose that the child labor remediation programs Mars, Cargill, Mondelez, and the other cocoa companies claim are helping to eradicate child labor in their cocoa harvesting systems are bogus and are designed to mislead consumers into believing they are making progress on child labor. IRAdvocates thus has a sufficient nexus to D.C. consumers to adequately represent their interests.

114. Unlike the claims brought by the Child Laborer Plaintiffs and the Cocoa Farmer Plaintiffs, this claim under the CPPA is not a class action, or an action brought on behalf of any specific consumer. This action is brought by IRAdvocates

on behalf of the general public, *i.e.*, the interests of D.C. consumers generally. *Id.* § 28- 3905(k)(2)(C), (D). No class certification for this claim will be requested.

115. This claim under CPPA does not seek damages. Instead, IRAdvocates 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.” *Id.* § 28- 3905(k)(2)(D). IRAdvocates seeks declaratory relief in the form of an order holding Defendant’s conduct to be unlawful and enjoining such conduct, and IRAdvocates seeks reasonable costs and attorney’s fees. *Id.* § 28- 3905(k)(2)(B).

116. Defendants Mars, Cargill, and Mondelēz have colluded, within the WCF and in other forums, to mislead consumers and potential regulators into thinking that their child labor eradication and rehabilitation programs have been effective. However, this was all a lie to the public and the individual Defendants Mars, Cargill, and Mondelēz contributed to this massive public deception as follows:

MARS

117. Since before 2001, when it signed the Protocol and promised to end the Worst Forms of Child Labor in its cocoa supply chain, Mars had specific knowledge of the pervasive issue of child labor in the cocoa industry and its own supply chain. As IRAdvocates just found in its investigation of cocoa plantations in Ghana in September and October, 2023, child labor remains endemic in Mars’ cocoa supply chain. Yet, Mars claims on its website to have spent four decades working in tandem

with others to achieve sustainable cocoa production,¹⁵ which is “essential to ensure [Mars] can continue to provide chocolate for future generations.”¹⁶ Mars recognizes that prior claims of making progress to eradicate child labor in the cocoa industry have not been accurate, and now claims it is seeking more proactive and efficient methods of preventing violations against children.¹⁷ Mars acknowledges the value of maintaining cocoa production that respects human rights, and leads consumers to believe it has, but it has failed to demonstrate Mars has remotely accomplished its professed commitment to a “human-centric approach to creating positive impact.”

118. Mars is a member of the World Cocoa Foundation,¹⁸ a founding member of the International Labor Organization (“ILO”) Child Labor Platform,¹⁹ and an early supporter of the Business Network on Forced Labor, the two key business platforms of Alliance 8.7, a global partnership where companies share information on “taking immediate and effective measures to eradicate forced labour, modern slavery, human trafficking and child labour, in accordance with Sustainable

¹⁵ Mars, *Cocoa for Generations puts cocoa farmers first*, <https://www.mars.com/sustainability-plan/cocoa-for-generations> (“At Mars we’ve been making chocolate and buying cocoa for more than 100 years, putting cocoa at the heart of our company’s long heritage. Four decades have been spent working in collaboration with others to achieve sustainable cocoa production.”).

¹⁶ Mars, *Protecting Children Action Plan*, <https://www.mars.com/about/policies-and-practices/protecting-children-action-plan> (last visited Nov. 27, 2023).

¹⁷ Mars, *Cocoa for Generations 2021 Annual Report* (2022), https://www.mars.com/sites/g/files/jydpvr316/files/2023-05/CocoaForGenerations_2021_download.pdf (last visited Nov. 27, 2023).

¹⁸ World Cocoa Foundation, *Our Members*, <https://www.worldcocoaoundation.org/about-wcf/members/> (last visited Nov. 27, 2023).

¹⁹ Mars, *Human Rights Position Statement*, <https://www.mars.com/about/policies-and-practices/human-rights> (last visited Nov. 27, 2023).

Development Goals Target 8.7.”²⁰ Mars works hard to appear concerned with and dedicated to sustainable cocoa production, but has done little within its supply chain to implement its professed goals.

A. Defendant Mars falsely claims in public statements and reports targeting consumers and potential regulators that it is committed to, and successful at, reducing human rights abuses, including the Worst Forms of Child Labor as defined by ILO Convention No. 182.

119. Mars specifically asserts its commitment to combating child labor and forced child labor, though it has utterly failed to do so. To gain the trust of the conscientious consumer, Mars has issued numerous misleading and often false reports lauding their position as an ethical company, on the right side of numerous social and environmental challenges. These deceptive reports are conveniently accessible to consumers on Mars’ website and in other internet locations easily accessible to the public. “The Mars Sustainability Plan” claims to strive for a world where “the planet is healthy, people and pets are thriving, and society is inclusive,”²¹ while “the Sustainable in a Generation Plan” lauds itself as being dedicated to “[p]rotecting children and empowering women and communities . . . [in the] cocoa supply chain” through the Cocoa for Generations strategy (C4G).²² These misleading assertions are in stark contrast with the reality that Mars continues to

²⁰*Id.*; Alliance 8.7, About <https://www.alliance87.org/about>

²¹ Mars, *Sustainability Plan*, <https://www.mars.com/sustainability-plan> (last visited Nov. 27, 2023).

²² Mars, *Sustainability Plan: Thriving People*, <https://www.mars.com/sustainability-plan/thriving-people> (last visited Nov. 27, 2023).

systematically employ child laborers in its cocoa supply chain and operates a fraudulent “rehabilitation” program for former child workers. See paragraphs 27-28, *supra*.

120. In the Mars Supplier Code of Conduct, “all forms of unlawful employment or exploitation of children are prohibited.”²³ Mars suppliers are defined as “third parties with whom Mars has active commercial relationships for the supply of goods or services.”²⁴ Mars says it requires all its suppliers to follow the Supplier Code of Conduct.

121. In its Human Rights Position Statement, Mars proclaims child labor is “unacceptable and that we must renew our individual and collective efforts to take action, boldly test new approaches and form new collaborations to drive sustained progress.”²⁵ Mars claims it is committed to CARE: Commit, Assess, Respond, Engage²⁶ about child labor.

122. In Mars’s Cocoa Protecting Children Action Plan (“PCAP”), Mars “condemns the use of child and forced labor and is committed to working with governments, suppliers, and farming communities to seek to prevent and remediate

²³Mars, *Supplier Code of Conduct*, at 1, [https://lhcdn.mars.com/adaptivemedia/rendition/id_3f05474894325de17155bd8fc7f27a414243305f/name_out/MARS_Code%20of%20Conduct%20_%202%20Column%20_V04%20_%20M%20\(E%20nglish\).pdf](https://lhcdn.mars.com/adaptivemedia/rendition/id_3f05474894325de17155bd8fc7f27a414243305f/name_out/MARS_Code%20of%20Conduct%20_%202%20Column%20_V04%20_%20M%20(E%20nglish).pdf) (last visited Nov. 27, 2023).

²⁴ *Id.*

²⁵ Mars, *Human Rights Position Statement*, <https://www.mars.com/about/policies-and-practices/human-rights> (last visited Nov. 27 2023).

²⁶ *Id.*

these issues in the cocoa supply chain.”²⁷ The PCAP outlines Mars’s approach to “identifying, preventing, and mitigating human rights issues,” which allegedly received feedback and guidance from 13 nonprofit organizations, UN agencies, certification bodies, and cocoa suppliers.²⁸ Mars claims to aim for completely responsibly sourced cocoa pursuant to Responsible Cocoa programs by 2025.²⁹ However, since 2005, Mars and the other companies have given themselves unilateral extensions of time and based on the lack of progress made to date, it is inevitable that Mars will extend the current 2025 deadline, condemning another generation of child workers to poverty and ignorance since they will not be able to obtain an education. It is easy to falsely claim to work towards an accomplishment when the deadline is illusory.

123. In its 2022 Sustainability Plan Progress Report, Mars claims its primary priority is to ensure its suppliers have child and forced labor monitoring and remediation systems to identify, prevent, and remediate cases of child and forced labor.³⁰

²⁷ Mars, *Cocoa - Protecting Children Action Plan (PCAP)*, at 2, https://lhcdn.mars.com/adaptivemedia/rendition/id_88e72f5ff157646a2bc9a3c94b9d1e155284be84/name_out/Protecting%20Children%20Action%20Plan.pdf (last visited Nov. 27, 2023).

²⁸ *Id* at 1.

²⁹ *Id* at 2.

³⁰ Mars, *Sustainable in a Generation Plan: 2022 Scorecard*, https://www.mars.com/sites/g/files/jydpvr316/files/2023-09/Sustainability_Plan_2022_Final.pdf (last visited Nov. 27, 2023).

124. The “Mars Responsible Cocoa Specifications,” guided by International Labor Organization (“ILO”) conventions, provides expectations for suppliers on identification, prevention, and remediation. These include:

- i. Having a written human rights policy dedicated to eliminating child labor and having a plan to address child labor and forced labor risks in the supply chain;
- ii. Setting up effective monitoring and remediation systems that include:
 - a. Training and raising awareness
 - b. Monitoring
 - c. Identification
 - d. Case management,
 - e. Expertise or partnerships
 - f. Having a plan in place to implement recommendations Verité has published for addressing forced labor risk; and
 - g. Reports on progress of meeting expectations.³¹

³¹ Mars, *Cocoa for Generations: 2021 Annual Report*, at 15, https://www.mars.com/sites/g/files/jydpvr316/files/2023-05/CocoaForGenerations_2021_download.pdf (last visited Nov. 27, 2023).

B. Mars falsely presents its Protecting Children Action Plan and Cocoa for Generations strategy as successful in remediating cases of child labor identified in their supply chain, though Mars is aware that its “rehabilitation” programs are non-existent.

125. Mars celebrates its Cocoa for Generations Plan (“C4G”) as a successful and cutting-edge plan to eliminate child labor in its cocoa supply chain, when Mars is actually facilitating a system that depends upon and profits from an increasing number of child laborers. Mars enacted the Sustainable in a Generation Plan and Cocoa for Generations Plan in 2017. The stated intention is a “human-centric approach to creating positive impact by working to address structural barriers and endemic challenges . . . focusing [Mars’s] efforts on systemic solutions in three areas: advancing respect for human rights, preserving the environment and improving livelihoods.”³² With claims of being backed by science, Mars claims these initiatives have made progress in improving the lives and communities where raw materials such as cocoa are sourced. According to Mars, the C4G plan is Mars’s human rights prong of its sustainability plan in response to the number of challenges cocoa communities face. In this mission, C4G has four specific goals: unlocking opportunities for women, protecting children, access to quality education, and increasing income. The Protecting Children Action Plan echoes these goals.³³ C4G

³² *Id.* at 4.

³³ Mars, *Cocoa - Protecting Children Action Plan (PCAP)*, at 4, https://lhcdn.mars.com/adaptivemedia/rendition/id_88e72f5ff157646a2bc9a3c94b9d1e155284be84/name_out/Protecting%20Children%20Action%20Plan.pdf (last visited Nov. 27, 2023).

is especially vague, perhaps avoidant, in addressing the true efficacy of these initiatives in successfully preventing child labor in Mars's supply chain.

126. Certainly, C4G has made no strides in the battle against child labor. It is clear from Mars's various reports that their focus is not centered on preventing human rights violations against children, but only in creating the false impression that Mars is a sustainable and ethical company. Child labor is mentioned in nearly every report on the company's sustainability practices and governing policies, but the child labor initiatives in place are merely aspirational at best and are certainly misleading to consumers and regulators. Even in the Protecting Children Action Plan, only one of four levers of the plan directly addresses child labor, Child Labor Monitoring and Remediation Systems ("CLMRS") implementation. In fact, only two pages of the Protecting Children Action Plan are dedicated to efforts and strategies directly focusing on child labor.³⁴ But even these pages only reiterate that Mars is "concerned" about the child labor endemic in the cocoa industry. Repeatedly, Mars claims to combat child labor practices through CLMRS, in collaboration with the International Cocoa Initiative and implemented through suppliers.³⁵ However, the fact that child labor not only is not declining but is increasing conclusively shows

³⁴ Mars, *Cocoa for Generations: 2021 Annual Report*, https://www.mars.com/sites/g/files/jydpvr316/files/2023-05/CocoaForGenerations_2021_download.pdf (last visited Nov. 27, 2023); and *Protecting Children Action Plan*, at 4.

³⁵ *Protecting Children Action Plan*, at 4 (the other levers are increase income, access to education, women's social economic empowerment).

that Mars’ efforts are mere public relations ploys and not serious programs to end their reliance on child labor. This is particularly compelling given that Mars has been making claims of progress on the child labor issue since it signed the Protocol in 2001. The current CLMRS systems cost only a small fraction of the retail price of chocolate, yet Mars, along with Cargill and Mondelēz, in conjunction with the WCF and ICI, rely on the superficial complexity of CLMRS, yet refuse to take meaningful steps to eradicate child labor as promised.³⁶ Research has demonstrated that while companies like Mars (and Cargill and Mondelēz) boast about their CLMRS, their “[i]nvestments and ambitions must be increased by several magnitudes if targets on child labour are ever going to be more than greenwashing and empty words.”³⁷

127. Mars seeks to have it both ways by suggesting it does not have much control over the actions of their suppliers but claims it has effective safeguards in place to combat child labor in the Mars supply chain. “Monitoring” and “remediation” are the crux of these safeguards, but the overwhelming presence of child labor on cocoa plantations that source to Mars demonstrates that even these steps have not been effectively implemented.

128. Mars’ Responsible Cocoa Specification expectations lay out the groundwork for their suppliers but do not include any pretense of a plan for Mars

³⁶ See Antonie C. Fountain and Friedel Huetz-Adams, *Cocoa Barometer 2022*, VOICE Network, <https://voicenetwork.cc/wp-content/uploads/2022/12/Cocoa-Barometer-2022.pdf>, at 61 (last visited Nov. 27, 2023).

³⁷ *Id.* at 59.

to act to prevent child labor. Mars attests to having expanded CLMRS *through suppliers* to 70% of volumes sourced in Côte d’Ivoire and Ghana, more than 117,000 farmers, and claims to have 17,000 community monitors at the end of 2021.³⁸ Mars does not provide significant, if any, insight into their role in the monitoring phase. Mars notes it supports trainings to increase awareness on child labor but does not indicate what support is provided. None of the farmers interviewed when IRAdvocates investigated child labor on Mars plantations in Ghana in September and October, 2023 had ever heard of CLMRS or met any of the “community monitors” Mars claims to have.

129. Mars has no workable metric to measure the effectiveness of their remediation system. The only method provided of tracking efficacy of Mars’s various action plans is to measure progress “against each pillar of the C4G strategy . . . consistent with . . . the Sustainable in a Generation Plan.”³⁹ But this vague and self-congratulatory “measure of success” does little to indicate Mars’s substantive progress in eradicating child labor in the Mars Cocoa Supply. In fact, Mars has very little to say about their own remedial efforts at all. Mars only asserts that remediation is specifically tailored on a case-by-case basis and may “include targeted awareness,

³⁸ Mars, *Cocoa for Generations: 2021 Annual Report*, https://www.mars.com/sites/g/files/jydpvr316/files/2023-05/CocoaForGenerations_2021_download.pdf at 16 (last visited Nov. 27, 2023).

³⁹ Mars, *Cocoa - Protecting Children Action Plan (PCAP)*, https://lhcdn.mars.com/adaptivemedia/rendition/id_88e72f5ff157646a2bc9a3c94b9d1e155284be84/name_out/Protecting%20Children%20Action%20Plan.pdf (last visited Nov. 27, 2023).

school kits, birth certificates, setting up income generating activities, infrastructure building, and creation of Village Savings and Loans Associations.”⁴⁰ This is a very loose action plan, with no accountability measures and certainly no indication of implementation. The experiences of Plaintiffs S.M.K. and G.K., discussed in paragraphs 25-29, *supra*, demonstrate that children found to be working on a plantation supplying Mars will not receive any meaningful rehabilitation, will instead be given a backpack and a school notebook, and will be back at work immediately. IRAdvocates met no children who had been placed in a school program by Mars or any other company, and most of the children working on Mars’s plantations did not even receive the backpack or notebook, although some of them were on lists attesting that they did. These actual facts reveal Mars’s entire “rehabilitation program” is a misleading description of what it actually is.

130. Further, Mars asserts that increasing access to education is paramount in preventing child labor, even though the thousands of children still working on Mars’s plantations would beg to differ. Mars points to a \$3.3 million donor donation it made to the Jacobs Foundation’s “creation of creation of two public-private funding facilities aimed at promoting quality education and early childhood development and nutrition, in line with the Côte d’Ivoire’s government strategic

⁴⁰ Mars, *Respecting Human Rights in the Cocoa Supply Chain*, at 12, https://lighthouse.mars.com/adaptivemedia/rendition/id_4ec65ff85a23332e111d166466edcbad8d9e7a02/name_out/Respecting (last visited Nov. 27, 2023).

objectives in the fight against child labor”⁴¹ as part of the Sustainable in a Generation plan. Similarly, Mars claims to have invested \$500,000 in Lead for Ghana to enhance educational opportunities for Ghanaian children. But these do not address actual instances of child labor in the supply chain. Children like Plaintiffs S.M.K. and G.K. cannot attend these educational opportunities if they are working on a Mars cocoa farm and given there are 1.56 million children working on cocoa plantations in Côte d’Ivoire and Ghana, these minimal investments relative to the huge profits Mars makes from exploiting cocoa workers are not even a drop in the proverbial bucket.

131. Mars’s Human Rights Due Diligence is designed to mislead the public, not to address and reduce child labor. Mars claims to rely upon an “internal human rights response protocol to respond to significant human rights issues that are brought to our attention across our supply chains – via grievance mechanisms, media coverage, stakeholder insights or other channels.”⁴² Of course, Mars would respond to human rights violations if stakeholder interest or media scandal required immediate attention, but the child workers living in poverty in plain sight do not have access to Mars’s decision-makers who have chosen profits over children.

⁴¹ *Id.* at 3.

⁴² Mars, *Modern Slavery Act Statement 2022*, June 2023, at 8, https://www.mars.com/sites/g/files/jydp316/files/2023-06/Final_UK%20AUS%20MSA%20NOR_Signed%20June%202023_1.pdf (last visited Nov. 27, 2023).

132. Without any external timeline and few entities holding them accountable, Mars has resorted to disguising their shortcomings with marketing. As the Harkin-Engel Protocol and other statements made by the company make clear, Mars has no doubt there is and has been rampant child labor in their supply chain. For Mars this is a public relations problem rather than a child labor problem, and they have handled it as such. By dividing funds and efforts for sustainability among the WCF, the ICI, Cocoa Horizons, and other internal and external initiatives, Mars is diffusing attention from the prevalence of child labor used to produce their cocoa. By framing child labor as an external issue which they are fixing, rather than one they have helped create and prolong, Mars is selling a narrative to consumers which conceals the lies and ineffective measures Defendant has promulgated for decades. Mars furthers these lies by working with brands and providing them with toolkits and ready-made promotional materials to ensure that the false narrative that Mars's cocoa is sustainable continues.

133. A 2021 report from UNICEF and the ILO make clear that progress against child labor has stagnated since 2016, despite the renewed promises from Mars and the other companies.⁴³ The report emphasizes that the commitment to end child labor by 2025 is untenable and that urgent mitigation on an unprecedented

⁴³ International Labour Organization and United Nations Children's Fund, *Child Labour, Global Estimates 2020, Trends and the Road Forward*, (2021), https://www.ilo.org/ipec/Informationresources/WCMS_797515/lang--en/index.htm (last visited Nov. 27, 2023).

scale is needed to end child labor at all.⁴⁴ Mars has known for years that voluntary business action is insufficient to eradicate child labor, and their employees are well aware that their large paychecks come off the backs of child laborers. In the process of helping themselves and hurting young children, Mars has misled consumers and profited from self-promotion.

CARGILL

134. Since before 2001, when it signed the Protocol and promised to end the Worst Forms of Child Labor in its cocoa supply chain, Cargill had specific knowledge of the pervasive use of child labor in the cocoa industry and its own supply chain. As IRAdvocates just found in its investigation in September and October 2023, child labor remains endemic on Cargill cocoa plantations in Ghana. Cargill is aware of the rampant child labor and forced labor that is pervasive in cocoa harvesting in West Africa. Cargill falsely attests to being committed to respecting the rights of all it employs and encounters, and to making a “meaningful, measurable impact” on eliminating child labor in its cocoa supply.⁴⁵ “Many children are born into cocoa farming out of necessity, living in stark poverty, without enough to eat or clean drinking water. They often lack access to schools or hospitals.”⁴⁶ Cargill

⁴⁴ *Id.*

⁴⁵ Cargill, *Cocoa Farming in West Africa: Turning Hardship Into Hope*, WWW.CARGILL.COM, (December 21, 2020) <https://www.cargill.com/story/cocoa-farming-in-west-africa>

⁴⁶ *Id.*

claims that ensuring young people are empowered to succeed and “protected from hazardous labor” is crucial to a thriving cocoa community.⁴⁷ It is evident that all of these goals are mere empty promises made to mislead the general public and potential regulators.

A. Defendant Cargill falsely claims in public statements and reports targeting consumers and potential regulators that it is committed to, and successful at, reducing human rights abuses, including child labor, in its cocoa supply chain.

135. Cargill shamelessly proclaims itself as steadfast in the fight against child labor and forced labor, but these proclamations are mere marketing tactics with no effective plan to implement them and actually address human rights issues like child labor. Cargill professes to promote a safer and more sustainable system, being “uniquely positioned to lead the transformation of our food and agriculture system to help address many of our world’s most pressing needs—from climate action to supply chain continuity and food security”.⁴⁸ In 2016, Cargill announced a new Human Rights Commitment dedicated to identifying, preventing, and mitigating human rights issues by starting within its own operations, in line with their guiding principles of “being a responsible global citizen,” and to “obey the law.”⁴⁹ Cargill acknowledges that human rights are fundamental and are often violated in the

⁴⁷ *Id.*

⁴⁸ Cargill, *2022 ESG Report*, at 3 <https://www.cargill.com/doc/1432219233265/2022-esg-report-all.pdf> (last visited Nov. 28, 2023).

⁴⁹ *Id.* at 67.

agricultural supply chain, but has failed to improve on this truth; “tackling child labor has to be an ongoing effort.”⁵⁰ Instead of achieving these goals, Cargill has weaponized sustainability and perpetuated the human rights violations it claims to be working to end.

136. In the Cargill Supplier Code of Conduct, Cargill indicates that supplier partners should “never use or tolerate the use of human trafficking, forced labor, or child labor as defined by the International Labour Organization (ILO).”⁵¹ Yet, the stories of Plaintiffs D.I., C.I., G.I., and R.I., discussed in paragraphs 29-36, *supra*, and Plaintiffs R.N., G.N., and D.P., discussed in paragraphs 37-46, *supra*, make clear that children performing hazardous work in violation of ILO Convention No. 182 and Ghanaian law are the backbone of Cargill’s cocoa business, from which Cargill profits excessively.

137. Most relevantly, in the Cargill Code of Conduct, Cargill commits to working to *eradicate* child labor in their supply chains.⁵² Cargill also claims to follow employment laws and regulations, including prohibitions against employing minors. These are both bold claims, considering Cargill actively perpetuates child labor in their supply chain. Additionally, Cargill purports having “transparent, fair and

⁵⁰ Cargill, *Breaking the Cycle of Child Labor*, WWW.CARGILL.COM (June 12, 2018)

<https://www.cargill.com/story/breaking-the-cycle-of-child-labor-in-cocoa-production>

⁵¹ Cargill, *Supplier Code of Conduct*, at 2, https://www.cargill.com/doc/1432101078794/supplier-code-of-conduct-pdf_en.pdf

⁵² Cargill Code of Conduct: “Our Guiding Principles”, at 31, <https://www.cargill.com/doc/1432076403017/guiding-principles-en.pdf>

confidential procedures for employees to raise relevant concerns.”⁵³ Obviously, this does not extend to the impoverished and often illiterate children in their supply chain.

138. In the Cargill 2022 Environmental Social Governance (ESG) Report, Cargill acknowledges the pressing nature of child labor in the cocoa-growing communities.⁵⁴ Working together with suppliers and partners, Cargill falsely claims to address the underlying causes of child labor through increased educational access, increased farmer income, economic opportunities for women, and programs to improve health, nutrition, and food security in cocoa communities. Cargill also contends it has effectively implemented Child Labor Monitoring and Remediation Systems (“CLMRS”) since 2016, co-designed with the International Cocoa Initiative. The reality in Ghana is that these assertions by Cargill are cynically false and are merely made to mislead the public and potential regulators. As discussed in paragraphs 29-46, *supra*, child labor remains endemic on Cargill’s cocoa plantations in Ghana, Cargill cheats farmers out of even the low price for cocoa set by the government (in collusion with Cargill and the other big chocolate companies), and its descriptions of its “rehabilitation” programs are deceptive.

B. Cargill falsely presents its “Cocoa Promise” strategy as successful in remediating cases of child labor identified in their supply chain, though Cargill knows that these are false assertions.

⁵³ *Id.*

⁵⁴ Cargill, 2022 ESG Report, *supra* note 49 at 51.

139. Cargill is aware of the pervasiveness of child labor in its cocoa supply chain yet employs lofty but false stories of remediation and successful sustainability as a deplorable marketing tactic. Cargill’s primary initiative towards allegedly combating child labor is implemented through the “Cargill Cocoa Promise,” which Cargill claims is two-pronged: Tackling Child Labor and Identifying Child Labor. Cargill lauds their monitoring system as being “an industry leading . . . system” that is part of a “holistic approach to achieving ending child labor in [Cargill’s] supply chain by 2025.”⁵⁵ Cargill claims Cocoa Promise farmers have been trained on risks, that Cargill has “worked to keep children off farms and in school.”⁵⁶ In fact, Cargill notes their “significant gains” in protecting children from engaging in hazardous labor – citing the monitoring of 93,000 farming households.⁵⁷ But “success” and “significant [gain]” could not be further from the truth. Cargill’s monitoring and remediation efforts are in effect on paper only, and the very common stories of child workers like Plaintiffs D.I., C.I., G.I., R.I., R.N., G.N., and D.P. show Cargill’s “Cocoa Promise” is a lie; they are doing virtually nothing to remediate children or prevent child labor.

⁵⁵ Cargill, *Identifying Child Labor*, WWW.CARGILL.COM (June 11, 2018) <https://www.cargill.com/story/identifying-child-labor>.

⁵⁶ Kennedy’s Confection, *Celebrating 10 Years of Cargill’s Cocoa Promise: Sustainable Growth in Chocolate*, WWW.KENNEDYSCONFECTION.CO.UK, (October 23, 2023) <https://kennedysconfection.co.uk/celebrating-10-years-of-cargills-cocoa-promise-sustainable-growth-in-chocolate/>.

⁵⁷ *Id.*

140. To perpetuate this false image of effectiveness, Cargill triumphs the efficacy of its monitoring system, CLMRS. In 2022, Cargill claimed 32,220 houses were visited in Côte d’Ivoire, while 7,959 homes were visited in Ghana by Cargill’s CLMRS team.⁵⁸ By 2025, Cargill claims it will “have a CLMRS in place to identify and address child labor throughout our direct cocoa supply chain, along with monitoring, prevention, and remediation approaches tailored for local needs”.⁵⁹ However, Cargill provides no evidence of success or even progress of CLMRS in its supply chain. In 2020, Cargill claims to have identified 3,000 cases of child workers and introduced remediation programs.⁶⁰ Notably, there are no details of what this entailed and whether the children are in school or back to work. Plaintiffs D.I., C.I., G.I., R.I., R.N., G.N., and D.P. are currently performing hazardous work on Cargill plantations and have yet to hear of any prospect of remediation. Each of them dreams of going to school, rather than doing dangerous work on a Cargill cocoa farm, but Cargill’s empty, false and misleading “Cocoa Promise” to help child workers like them leaves them performing hazardous labor instead of attending school.

141. Cargill’s child labor prevention systems are mere paper policies designed to mislead the general public. Incredibly, Cargill identifies low farmer income and

⁵⁸ Cargill, *2022 ESG Report*, at 97.

⁵⁹ *Id.* at 51.

⁶⁰ Cargill, *Cocoa Farming in West Africa: Turning Hardship Into Hope*, [WWW.CARGILL.COM](https://www.cargill.com), (December 21, 2020) <https://www.cargill.com/story/cocoa-farming-in-west-africa>.

lack of opportunities for women as producing at-risk children, yet Cargill's actual practice of paying farmers much less than a living income and cheating them of the true weight of their cocoa harvest ensures a cycle of poverty in which Cargill continues to profit from its blatant exploitation of child workers and cocoa farmers.

142. If one reads the fine print, the only actions Cargill cites as part of its child-focused remedial and preventative efforts are “providing birth certificates . . . and distributing school kits.”⁶¹ A reasonable consumer's reading of “Cargill's Cocoa Promise” to end child labor and provide rehabilitation to any children found on a Cargill plantation would certainly be surprised to learn that, at most, Cargill provides their child laborers with a backpack and a schoolbook. Plaintiffs D.I., C.I., G.I., R.I., R.N., G.N., and D.P. did not even receive these items and they continue to work on Cargill plantations.

143. Cargill claims the backpack and schoolbook, along with help obtaining identification, will “ensure children have the identity documents needed for needed for school registration” so they may “have the tools they need to attend school, as well as [have] access to schools, apprenticeship programs, and community service groups of young adults who can help with heavy or dangerous farm work instead of children.”⁶² However, what makes this claim deceptive, besides that Plaintiffs D.I.,

⁶¹ Cargill CLMRS Infographic, *Committed to more Cargill's holistic approach to ending child labor in the cocoa supply chain*, <https://www.cargill.com/doc/1432121706389/ccc-committed-to-more-ending-child-labor-infographic.pdf>.

⁶² *Id.*

C.I., G.I., R.I., R.N., G.N., and D.P. did not even receive these meager items, is that virtually no child workers on cocoa plantations attend school because they lack the money to pay school fees and to purchase school uniforms. Cargill’s cynical marketing ploy is aimed at consumers who likely are not aware of the desperate situation facing child laborers on Cargill cocoa plantations. Children receiving the meager school kits that are not actually assisted with returning to school. Rather, they keep working on Cargill plantations because their families cannot afford the costs of sending their children to school. Cargill’s use of images of children smiling and in school uniforms, presumably to demonstrate so called “remediation” commitments as helping children,⁶³ are staged events, while hundreds of thousands of hungry, impoverished children work every day for Cargill’s profits, risking their health and well-being performing hazardous work. Cargill is not focused on addressing human rights violations against children but has become proficient at creating the illusion that Cargill is monitoring, remediating, and ending child labor.

144. Cargill, like the other Defendants, after falsely claiming great success with its child labor programs, also diffuses blame by asserting that eradicating child labor is not only its responsibility, but “sustained effort by many parties – including industry, governments and other stakeholders.”⁶⁴ It is notable that Cargill frequently

⁶³ Cargill, *Identifying Child Labor*, WWW.CARGILL.COM (Sept. 28, 2017), <https://www.cargill.com/story/identifying-child-labor>.

⁶⁴ Cargill, *Tackling Child Labor*, WWW.CARGILL.COM (Sept. 28, 2017), <https://www.cargill.com/story/tackling-child-labor>.

places the onus of action on partners, such as Early Learning and Nutrition Facility, Child Learning and Education Facility, and Cocoa & Forests Initiative, the ICI, CARE, and WBCSD. This is an attempt to shift responsibility, as if it is not the fault of Cargill alone for the child labor in its supply chain that it is profiting from. Certainly, Cargill is successfully misleading consumers who are told Cargill is working wonders to end child labor but perhaps others are not doing what needs to be done.

145. Without any external timeline and few entities holding them accountable, Cargill has resorted to disguising their shortcomings with marketing. As the Harkin-Engel Protocol and other statements made by the company make clear, Cargill has no doubt there is and has been rampant child labor in their supply chain. For Cargill, this is a public relations problem rather than a child labor problem, and they have handled it as such. By dividing funds and efforts for sustainability among the WCF, the ICI, Cocoa Horizons, and other internal and external initiatives, Cargill is diffusing attention from the prevalence of child labor used to produce their cocoa. By framing child labor as an external issue which they are fixing, rather than one they have helped create and prolong, Cargill is selling a narrative to consumers which conceals the lies and ineffective measures Defendant has promulgated for decades. Cargill furthers these lies by working with brands and providing them with toolkits and ready-made promotional materials to ensure that the false narrative that Cargill's cocoa is sustainable continues.

146. A 2021 report from UNICEF and the ILO make clear that progress against child labor has stagnated since 2016, despite the renewed promises from Cargill and the other companies.⁶⁵ The report emphasizes that the commitment to end child labor by 2025 is untenable and that urgent mitigation on an unprecedented scale is needed to end child labor at all.⁶⁶ Cargill has known for years that voluntary business action is insufficient to eradicate child labor, and their employees are well aware that their large paychecks come off the backs of child laborers. In the process of helping themselves and hurting young children, Cargill has misled consumers and profited from self-promotion.

MONDELEZ

147. Since before 2001, when it signed the Protocol and promised to end the Worst Forms of Child Labor in its cocoa supply chain, Mondelez had specific knowledge of the pervasive issue of child labor in the cocoa industry and its cocoa supply chain. As IRAdvocates just found in its investigation in September and October 2023, child labor remains endemic on Mondelez cocoa plantations in Ghana. As with Defendants Cargill and Mars, Mondelez has strategically and deceptively promoted itself to the public as a successful leader in the fight against

⁶⁵ International Labour Organization and United Nations Children's Fund, *Child Labour, Global Estimates 2020, Trends and the Road Forward*, International Labour Organization 8 (2021), https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---ipec/documents/publication/wcms_797515.pdf.

⁶⁶ *Id.*

child labor in their cocoa supply chain. The first link and image on Mondelēz’s website is its Sustainability ESG report, where Mondelēz’s self-congratulatory rhetoric attempts to sway consumers that Mondelēz is an ethical company dedicated to best practices.⁶⁷ Consumers are led to believe that Mondelēz is actively working to reduce child labor, when it is instead knowingly profiting from and lying about employing children performing hazardous work on its plantations.

A. Defendant Mondelēz falsely claims in public statements and reports targeting consumers and potential regulators that it is committed to, and successful at, reducing human rights abuses, including child labor in its supply chain.

148. Mondelēz’s claim to be working to eliminate child labor and protect human rights in its cocoa supply claim is merely a despicable marketing tactic, with no follow through on its public assertions and promises. Mondelēz claims it requires all employees and third parties acting on its behalf to follow its Human Rights Policy, in which Mondelēz announces a commitment to “making [its] snacks the right way, protecting the planet and respecting the human rights of people in [its] value chain.”

⁶⁸ Mondelēz claims to “believe the entire cocoa sector should be free of child labor”,⁶⁹ and “explicitly prohibit[s] child labor and forced labor in [its] operations.”⁷⁰

⁶⁷ Mondelēz International, www.MONDELÉZINTERNATIONAL.COM, (last visited Nov. 28, 2023).

⁶⁸ Mondelēz, *Mondelēz Human Rights Policy*, www.MONDELÉZINTERNATIONAL.COM, <https://www.Mondelēzinternational.com/Snacking-Made-Right/ESG-Topics/Human-Rights/> (last visited Nov. 28, 2023).

⁶⁹ Mondelēz, *Cocoa Life Strategy to Protect Children*, (2022), at 7 <https://assets.ctfassets.net/qggsjimpzfm/46ZaloWwp1bdHkIEVbOP2E/4fbc2b8c4682393b77b591a1b11fb29b/cocoa-life-strategy-to-help-protect-children.pdf>.

⁷⁰ *Id.*

This is also echoed in the Mondelez Code of Conduct.⁷¹ While Mondelez does craft ethical policies, it absolutely fails to implement them, leaving children and underpaid farmers to shoulder the burden of the cocoa industry's hunger for profits.

149. Mondelez's sustainability goals include having Child Labor Monitoring & Remediation Systems (CLMRS) covering 100% of their Cocoa Life communities in West Africa,⁷² and a child labor free cocoa sector by 2030, making it the first of the major companies to officially abandon the pending deadline of 2025.⁷³ To accomplish the illusion of concern, Mondelez claims to have partnered with governments, suppliers, communities, NGOs, and other chocolate companies.

150. "Cocoa Life" is Mondelez's signature cocoa sustainability program, launched in 2012. Mondelez frequently exclaims Cocoa Life's efficacy, but this is only to mislead consumers into purchasing "sustainable" products that are actually made with forced child labor and children performing the Worst Forms of Child Labor. Through Cocoa Life, it launched a Strategy to Help Protect Children. In 2022, Mondelez announced its key focus is on forced and child labor in the value

⁷¹ Mondelez, *Mondelez Code of Conduct*, (2022), <https://www.Mondelezinternational.com/assets/PDFs/employeecodeofconduct.pdf> ("Likewise, we do not tolerate discrimination, harassment, bullying, intimidation, or any disrespect to human rights, including child and forced labor.").

⁷² Mondelez, *Social Sustainability*, WWW.MONDELEZINTERNATIONAL.COM, <https://www.Mondelezinternational.com/Snacking-Made-Right/Social-Sustainability/> (Last visited Nov. 28, 2023).

⁷³ *Id.*

chain, after conducting a new value chain human rights assessment.⁷⁴ Through Cocoa Life, Mondelēz reports a goal of “tackl[ing] the root causes of . . . child labor” and increasing child protection systems.⁷⁵ As such, Mondelēz falsely claims to employ “a child-centered approach focused on the holistic well-being of children” in effort to “address child labor”.⁷⁶ As developed by UNICEF, Mondelēz purports to apply a three-pronged methodology to help restrict child labor in their supply chain. “To accomplish [its] 2030 goals and help protect children, [Mondelēz] focus[es] on activities that are broken down into three primary areas of response: 1) Prevention Efforts; 2) Monitoring and Remediation; and 3) Helping Enable Systemic Solutions.”⁷⁷

151. Shortly after Mondelēz rolled out its renewed Cocoa Life program claiming its cocoa supply chain is 100% sustainable, on April 4, 2022, Channel 4 Dispatches, a British documentary series, exposed the lies of the program.⁷⁸ The short documentary demonstrated ongoing child slavery on Mondelēz’s plantations and graphically exposed the claims that “Cocoa Life” plantations in Ghana were child labor free and fully “sustainable” were false. As described in paragraphs 10 and

⁷⁴ Mondelēz, *Snacking Made Right, Sustainability Report* (2022) at 25, <https://www.Mondelēzinternational.com/assets/Snacking-Made-Right/SMR-Report/2022/2022-MDLZ-Snacking-Made-Right-ESG-Report.pdf>.

⁷⁵ *Id.* at 31.

⁷⁶ *Id.* at 35.

⁷⁷ *Id.*

⁷⁸ <https://vimeo.com/manage/videos/695392670/privacy> Password: PerfectStorm2022

47, *supra*, Plaintiff Sandra Nketiah was featured in the film in which she revealed that she was forced under false pretenses from ages 10-19 to perform hazardous work on a Mondelēz plantation. She and her family were later threatened for speaking the truth behind Mondelēz’s “Cocoa Life” program.

B. Mondelēz is aware that tactics supposedly implemented within its Cocoa Life program to eliminate child labor are unsuccessful yet markets itself as achieving greater sustainability and as successfully working to eliminate child labor in its value chain.

152. Mondelēz attempts to portray itself as focused on building stronger communities involved in production of Mondelēz cocoa, though it is aware of and does little to prevent child labor in its supply chain. Cocoa Life, announced in 2012, was complemented by Cocoa Life Strategy to Help Protect Children (hereinafter “the Strategy”) in 2022.⁷⁹ One may wonder why a concrete strategy to “help protect children” was not enacted until 2022, ten years after the Cocoa Life program was launched, but perhaps it is because Mondelēz is more concerned with profits than protecting against child labor. The Strategy includes the three-prong approach of 1) Prevention Efforts; 2) Monitoring and Remediation; and 3) Helping Enable Systemic Solutions.⁸⁰ Mondelēz’s “primary areas of response are mutually reinforcing and directly and indirectly help. [sic] prevent child labor and support broader child protection.”⁸¹ However, this method is simply an approach that allows

⁷⁹ Mondelēz, *Cocoa Life Strategy to Help Children*, *supra* note 71 at 3.

⁸⁰ *Id.* at 4.

⁸¹ *Id.*

Mondelēz to claim to make progress while actually shirking accountability by placing responsibility for its own supply chain onto the cocoa growing communities, suppliers, and partners. Mondelēz seeks only the illusion of remediation while really doing nothing to remediate, instead ensuring child laborers will return to their hazardous work.

153. Prevention efforts reportedly “include a focus on identifying and supporting” at risk children by working with partners, governments, and others and “needs assessments.” Mondelēz reports implementing Community Action Plans (CAPs), with a focus on increasing income for farmers, empowering women, and “integrating awareness.” This is an odd position given that Mondelēz, like Mars and Cargill, systematically cheats the impoverished cocoa farmers by under weighing their cocoa bags. There is no way from the vague claims how much, if any, Mondelēz performs in the course of its claimed efforts to reduce child labor, but the growing number of children working on Mondelēz plantations makes it clear that any so-called prevention efforts are ineffective. Enabling Systemic Solutions, like Prevention, hinges on partnerships, with vague language about Mondelēz’s actual progress.

154. Mondelēz’s monitoring prong is enacted through CLMRS. As with Cargill and Mars, Mondelēz uses only their own vague “metrics” to report on progress or success of CLMRS. With mentions of only being “on track” to meet their 2025 (now 2030) goals, it is unsurprising that companies frequently move the goal post of when

they will “eradicate” child labor. As of 2022, Mondelēz reports that 74% of Cocoa Life communities have been covered by Cocoa Life CLMRS.⁸² This statistic does not indicate whether or not children have been successfully rehabilitated and removed from child labor, or whether or not CLMRS are even attempting to rehabilitate children in the “value chain.” In fact, the pervasiveness of child labor on Mondelēz’s plantations indicates that CLMRS are, in fact, not working effectively to rehabilitate children. Therefore, it appears that Mondelēz’s claims about progress through CLMRS are a mere ruse meant to portray Mondelēz as ethical and sustainable and mislead the public.

155. Mondelēz’s claims about its remediation programs are incredibly vague, and the evidence is the programs are ineffectively implemented, if implemented at all. As part of Mondelēz’s remedial effort, children are purportedly “sustainably removed” from situations of child labor and given resources to abstain from these conditions. Plaintiff Sandra Nketiah was not “sustainably removed” from performing hazardous work; she was threatened for exposing Mondelēz’s false claims to the world.

156. Mondelēz claims its remediation includes “reducing vulnerability of children and families . . . at risk” through “support led by the relevant child

⁸² Mondelēz, Mondelēz ESG Datasheet (2022), https://www.Mondelēzinternational.com/assets/Snacking-Made-Right/SMR-Report/2022/MDLZ_ESG_Datasheet_2022.pdf.

protection authorities to children identified in unconditional worst forms of child labor.”⁸³ Remediation for children in hazardous and non-worst forms of child labor is “case responsive” and it appears these efforts are outsourced to partners and local authorities.⁸⁴ One common factor of these efforts is the hope by Mondelēz that it can shift responsibility to others when it has obviously failed to keep its commitments made in the Cocoa Life promotional materials. And the only possible “remediation” IRAdvocates was able to identify being offered to at least some of the children working on Mondelēz cocoa plantations was a backpack and a school book.⁸⁵ This cynical program has no impact on putting children working on Mondelēz’s plantations in schools.

157. When child labor or compulsory labor was identified in an Embode study sponsored by Mondelēz, these remedial efforts and “the strategic response and plan of action defined under the CCP [were] not [found to have been]. . . implemented or actively integrated into Cocoa Life’s programming in Ghana.”⁸⁶ None of the implementing partners had knowledge of the Strategic Response or Plan of Action.

158. Without any external timeline and few entities holding them accountable, Mondelēz has resorted to disguising their shortcomings with marketing. As the

⁸³ Mondelēz, *Coca Life Strategy to Protect Children*, at 10-11.

⁸⁴ *Id.*

⁸⁵ *Id.*

⁸⁶ Embode, CHILDREN AT THE HEART, (2017), at 41

https://assets.ctfassets.net/qggsjimpzfm/1YAnbBvqZeT3YY1de5Fnsn/1fd2e77d67ed7d414d1075acb2106fa8/FULL_REPORT_Ghana_Mondelēz_Embode_ChildrenattheHeart.pdf

Harkin-Engel Protocol and other statements made by the company make clear, Mondelez has no doubt there is and has been rampant child labor in their supply chain. For Mondelez this is a public relations problem rather than a child labor problem, and they have handled it as such. By dividing funds and efforts for sustainability among the WCF, the ICI, Cocoa Horizons, and other internal and external initiatives, Mondelez is diffusing attention from the prevalence of child labor used to produce their cocoa. By framing child labor as an external issue which they are fixing, rather than one they have helped create and prolong, Mondelez is selling a narrative to consumers which conceals the lies and ineffective measures Defendant has promulgated for decades. Mondelez furthers these lies by working with brands and providing them with toolkits and ready-made promotional materials to ensure that the false narrative that Mondelez's cocoa is sustainable continues.

159. A 2021 report from UNICEF and the ILO make clear that progress against child labor has stagnated since 2016, despite the renewed promises from Mondelez and the other companies.⁸⁷ The report emphasizes that the commitment to end child labor by 2025 is untenable and that urgent mitigation on an unprecedented scale is needed to end child labor at all.⁸⁸ Mondelez has known for years that voluntary business action is insufficient to eradicate child labor, and its employees are well aware that their large paychecks come off the backs of child

⁸⁷ ILO, *supra* note 66.

⁸⁸ *Id.*

laborers. In the process of helping themselves and hurting young children, Mondelēz has misled consumers and profited from self-promotion.

Non-profit Organizations Created and Funded by Defendants Assist the Companies in Misleading the Public on Child Labor Issues.

160. Non-profit member organizations claiming to be dedicated to sustainable cocoa sourcing, including International Cocoa Initiative, World Cocoa Foundation, and IDH, the Sustainable Trade Initiative, receive substantial financial support from Defendants and, in exchange, present Defendants’ Child Labor Programs as successful and are instrumental in the scheme to mislead the public.

International Cocoa Initiative

161. The International Cocoa Initiative is a multi-stakeholder partnership that intends to work alongside members to “improve the lives of children . . . at risk of child labour”.⁸⁹ Donors include Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ), Norad, Rijksdienst voor Ondernemend Nederland (RV), and the Swiss State Secretariat for Economic Affairs (SECO).⁹⁰ Members include Mars Wrigley, Cargill, and Mondelēz International.⁹¹ All three companies are also major ICI partners, supporting ICI financially. ICI supposedly implements CLMRS in Cargill’s supply chain, therefore, it should also be aware of the lack of

⁸⁹ International Cocoa Initiative, WWW.COCOAINITIATIVE.ORG, <https://www.cocoainitiative.org/> (last visited Nov. 28, 2023).

⁹⁰ International Cocoa Initiative, *Partners and Donors*, WWW.COCOAINITIATIVE.ORG, <https://www.cocoainitiative.org/about-us/partners-and-donors> (last visited Nov. 28, 2023).

⁹¹ International Cocoa Initiative, *Our Members*, WWW.COCOAINITIATIVE.ORG, <https://www.cocoainitiative.org/about-us/our-members> (last visited Nov. 28, 2023).

efficacy of Cargill's efforts and the growing number child laborers in the supply chain. As such, ICI renders itself complicit in, and ultimately profits from, child labor, as well as a contributing member of misleading marketing tactics.

162. ICI purports that it is the joint effort of both itself and member companies that has achieved results in combating child labor. In the ICI 2022 Report, ICI claimed "ICI-implemented or supported CLMRS make up about 27% of the total number of households covered. The remaining 73% are covered by systems run independently by ICI members or cooperatives, showing the widespread adoption of such an approach in the sector."⁹² ICI further claimed the joint effort between ICI and members would improve the reach of these programs.

163. Nick Weatherill, Former ICI Executive Director, falsely claimed that efforts made by Cargill have produced results in the battle against child labor. "We are seeing really positive results from our work we and our partners, such as Cargill, are doing to tackle child labor in the cocoa sector in Ghana and. Côte d'Ivoire."⁹³

164. Mondelēz is mentioned as a Sectoral Best Practice. "ICI, together with Mondelēz, co-chaired the ISCO Monitoring Working Group organized by GISCO."⁹⁴ ICI is equally guilty of promoting Defendants Mars, Cargill, and

⁹² International Cocoa Initiative, *Annual Report*, WWW.COCOAINITIATIVE.ORG, <https://www.cocoainitiative.org/about-us/annual-reports/annual-report-2022> (last visited Nov. 28, 2023).

⁹³ *Cocoa Farming in West Africa: Turning Hardship Into Hope*, Cargill, (Dec. 21, 2020) <https://www.cargill.com/story/cocoa-farming-in-west-africa>

⁹⁴ International Cocoa Initiative, *Annual Report*, *supra* note 95 at 30.

Mondelēz as ethical companies that consumers can and should trust. ICI certainly knows of the growing number of children in the Defendants’ cocoa supply chains and the deceptive tactics of the Defendants to continue utilizing child labor. Most important, by appearing to the public as a credible, “independent” organization, when it is really a puppet of the industry, in the eyes of the public, ICI lends credibility to company claims of progress on child labor.

World Cocoa Foundation

165. The World Cocoa Foundation (WCF) is complicit in the marketing tactics of Mars, Cargill, and Mondelēz, and all of the other major chocolate companies that are its members, as it too, falsely promotes the success of their respective child labor programs. WCF claims Sustainable Development Goals 8.7 and 5 are being achieved in tandem with member chocolate companies in fighting child labor. WCF claims “a recent study demonstrates that hazardous child labor has been reduced by one-third”⁹⁵ where WCF “cocoa and chocolate companies . . . and The International Cocoa Initiative (ICI) have been working together”.⁹⁶

⁹⁵ World Cocoa Foundation, *Tackling Child Labor in the Cocoa Sector, An Industry Viewpoint of a Work in Progress*, WWW.WORLDCOCOAFFOUNDATION.ORG, (February 13, 2018) <https://www.worldcocoafoundation.org/blog/tackling-child-labor-in-the-cocoa-sector-an-industry-viewpoint-of-a-work-in-progress/> (last accessed October 2023).

⁹⁶ *Id.*

166. In 2018, WCF claimed member companies Mars, Cargill, and Mondelez⁹⁷ were all committed to CocoaAction, intending to end the worst forms of child labor in their supply chain. Similarly, WCF presented these efforts as successful:

“By the end of 2016, CocoaAction companies were implementing community development activities in their supply chains.

Greater visibility into a company’s supply chain affords that company with a better understanding of what is taking place at the farm, coop, and community levels. When this occurs in the context of a child labor monitoring and remediation system, CocoaAction companies are more favorably positioned to identify and remediate cases of the worst forms of child labor, as well as to direct targeted investments in community development that tackle some of child labor’s root causes.

In addition to, and in support of companies’ CocoaAction commitments, ICI has achieved remarkable success since it was established in 2002 under the auspices of the Harkin-Engel Protocol.”⁹⁸

167. WCF even goes so far as to list “position[ing] your company as a sustainability leader” as the first benefit of becoming a member of WCF.⁹⁹ The second is “[c]onvey to customers and consumers your company’s commitment to the highest standards for sustainable cocoa production”.¹⁰⁰ Public appearance and

⁹⁷ World Cocoa Foundation, *Our Members*, WWW.WORLDCOCOAFUNDATION.ORG, <https://www.worldcocoafoundation.org/about-wcf/members/> (last accessed October 2023).

⁹⁸ *Id.*

⁹⁹ *Become a Member*, World Cocoa Foundation, <https://www.worldcocoafoundation.org/about-wcf/members/become-a-member/> (last visited Nov. 28, 2023).

¹⁰⁰ *Id.*

marketing is clearly the most important aspect of “sustainability” and “ethics” to both the companies themselves and to WCF. All of them are colluding to mislead the public about the realities of child labor in cocoa harvesting and the failure of the companies, including Defendants Mars, Cargill, and Mondelēz, to offer meaningful rehabilitation programs to child laborers in their supply chains.

IDH

168. The IDH, sponsored by Cargill, has also waded into the cocoa sector’s pervasive child labor issue. “[C]hild labor, malnutrition, and lack of access to education maintain a socio-economic climate in which disease is a fact of life and poverty is all too commonplace. Overcoming these threats will require a considerable shift in cocoa farming and related practices.”¹⁰¹

169. In 2022, IDH passed the National Strategy for Sustainable Cocoa Farming. The Strategy covered three key areas, the third being to “fight against child labor, with the aim of eradicating the worst forms of child labor and work below the minimum working age in cocoa production in Côte d’Ivoire by 2025.”¹⁰² This statement echoes the ineffective strategies of Cargill, Mars, and Mondelēz.

¹⁰¹ IDH, *Fearless partnerships will save the cocoa sector*, WWW.IDHSUSTAINABLETRADDE.COM, <https://www.idhsustainabletrade.com/publication/flourish/> (last visited Nov. 28, 2023).

¹⁰² IDH, *Cocoa and Forests Initiative Annual Report*, (2022) at 22, https://www.idhsustainabletrade.com/uploaded/2023/09/Rapport-2022-Initiative-Cacao-et-Forets-Cote-dIvoire_English.pdf.

170. In 2021, IDH and other stakeholders have drawn up, with Ghana and Côte d'Ivoire, an African Standard in the ARS 1000 Series, focusing on cocoa sustainability and child labor.¹⁰³

171. Similarly, DISCO, the Dutch Initiative on Sustainable Cocoa was signed by both Cargill and IDH, with the goal of eradicating all forms of child labor by 2025.¹⁰⁴

172. Outside of Child Labor, IDH claims to support Cargill's efforts to minimize deforestation. This too is a misrepresentation as Cargill is one of the world's worst destroyers of forests in its thirst for profits.

LEGAL ALLEGATIONS

C. Defendants' Representations are Material and Misleading to Consumers

173. Consumers generally believe representations by major multinational corporations when they are purchasing products these companies that claim to be firmly committed to eradicating child labor and forced child labor from their supply chain.

¹⁰³ *Id.* at 26.

¹⁰⁴ IDH, *Dutch Initiative on Sustainable Cocoa (DISCO) launched*, WWW.IDHSUSTAINABLETRADDE.COM, (Sept. 29, 2020) <https://www.idhsustainabletrade.com/news/dutch-initiative-on-sustainable-cocoa-disco-launched/>.

174. Defendants’ false and misleading representations that their companies are committed to eliminating child labor and forced child labor from their supply chain are material to consumers.

175. Consumers care whether or not the products they buy are produced with labor free from human rights abuses. A national survey found that “60% of consumers would stop using a product if they knew that human trafficking or forced labor was used to create it.”¹⁰⁵

176. Consumers care about whether or not the companies they purchase products from are ethical and sustainable. One study found that fifty-six percent of U.S. consumers “stop buying from companies they believe are unethical.”¹⁰⁶ Research from 2021 found that the majority of consumers around the world, about eighty-one percent, believed that purchasing ethically sourced or ethically produced products mattered.¹⁰⁷ Market research has found that people are increasingly shifting

¹⁰⁵ Stephen DeAngelis, *Even if Consumers Aren’t Aware of Human Trafficking, Companies Need to Be*, Enterra Solutions (Mar. 6, 2020), <https://enterrasolutions.com/blog/even-if-consumers-arent-aware-of-human-trafficking-companies-need-to-be/>.

¹⁰⁶ *56% of Americans Stop Buying From Brands They Believe are Unethical*, Mintel (Nov. 18, 2015), [https://www.mintel.com/press-centre/social-and-lifestyle/56-of-americans-stop-buying-from-brands-they-believe-are-unethical#:~:text=Despite%2058%20percent%20of%20consumers,is%20skepticism%20toward%20company%20ethics.&text=Additionally,%20one%20third%20of%20consumers,company's%20products%20\(31%20percent\)](https://www.mintel.com/press-centre/social-and-lifestyle/56-of-americans-stop-buying-from-brands-they-believe-are-unethical#:~:text=Despite%2058%20percent%20of%20consumers,is%20skepticism%20toward%20company%20ethics.&text=Additionally,%20one%20third%20of%20consumers,company's%20products%20(31%20percent).).

¹⁰⁷ Steve Banker, *Do Consumers Care About Ethical Sourcing?*, Forbes (Oct. 5, 2021), <https://www.forbes.com/sites/stevebanker/2021/10/05/do-consumers-care-about-ethical-sourcing/?sh=6ebe5d0b5f50>.

their spending to products that are environmentally sustainable.¹⁰⁸ Consumers change their purchasing behavior in order to buy what they believe are ethically and sustainably produced products, which companies like Mars, Cargill, and Mondelez take advantage of.

177. Defendants’ sustainability plans, certifications, and codes of conduct, which they misleadingly claim can address child labor and sustainability issues in their cocoa supply chain, can and have deceived reasonable consumers. The combined effect of the Defendants’ many misrepresentations or omissions create an “overall misleading impression” which tends to mislead and influence reasonable consumers’ purchasing decisions. Their conduct is, therefore, actionable under the CPPA.¹⁰⁹ Mars, Cargill, and Mondelez make these misrepresentations intentionally. The Defendants intend to “greenwash” their practices.¹¹⁰ Defendants purposely misleads consumers who would only like to purchase cocoa from ethical and sustainable sources.

¹⁰⁸ Sherry Frey, *et al.*, *Consumers care about sustainability—and back it up with their wallets*, McKinsey and Company (Feb. 6, 2023), <https://www.mckinsey.com/industries/consumer-packaged-goods/our-insights/consumers-care-about-sustainability-and-back-it-up-with-their-wallets>.

¹⁰⁹ *See Pearson v. Chung*, 961 A.2d 1067, 1075 (D.C. 2008) (“a claim of an unfair trade practice is properly considered in terms of how the practice would be viewed and understood by a reasonable consumer”); *see also Beer v. Bennett*, 993 A.2d 765, 768 (N.H. 2010) (“[E]ven if the individual representations could be read as literally true, the advertisement could still violate the [consumer protection act] if it created an overall misleading impression.”).

¹¹⁰ Sean Michael Kerner, *Definition: Greenwashing*, TechTarget, <https://www.techtarget.com/whatis/definition/greenwashing> (last visited Nov. 28, 2023).

178. Defendant Mars has made concrete claims regarding child labor, stating it “condemns the use of child and forced labor and is committed to working with governments, suppliers, and farming communities to seek to prevent and remediate these issues in the cocoa supply chain”¹¹¹ and that they aim for completely responsibly sourced cocoa pursuant to Responsible Cocoa programs by 2025.¹¹² Defendant Cargill claims it is “working to eradicate child labor and any form of forced labor and modern slavery within [its] operations and supply chains, anywhere in the world,”¹¹³ but continues to source cocoa produced by such labor. Mondelez has “explicitly prohibit[ed] child labor and forced labor in [its] operations” but had irrefutably continued to profit from child labor in its supply chain.¹¹⁴ All Defendants have made statements that they work to eradicate child labor, but none of the plans actually result in the robust enforcement of human rights norms a consumer would expect from reading the Defendants’ policies and marketing materials.

179. These statements are both material and demonstrably false. The companies continually fail in their stated goals to eradicate—or even lessen—child labor, contrary to their stated action plans and progress reports. They also continue to buy most of their cocoa from farms that are not monitored by effective due

¹¹¹ See Mars, *Protecting Children Action Plan*, *supra* note 32.

¹¹² *Protecting Children Action Plan*, at 2.

¹¹³ *Cargill Code of Conduct: “Our Guiding Principles”*, at 30, <https://www.cargill.com/doc/1432076403017/guiding-principles-en.pdf>

¹¹⁴ Mondelez, *Cocoa Life Strategy to Protect Children*, (2022), at 7 <https://assets.ctfassets.net/qggsjimpzfm/46ZaloWwp1bdHkIEVbOP2E/4fbc2b8c4682393b77b591a1b11fb29b/cocoa-life-strategy-to-help-protect-children.pdf>

diligence practices, meaning that cocoa produced with child labor is effectively condoned by the companies. External reports have demonstrated that the repeatedly extended deadlines for the eradication of child labor in the cocoa sector were not realistic.¹¹⁵ This did not stop the Defendants from representing to their consumers for years that they were active in, and even close to eradicating child labor from their supply chain.

180. The Defendants mislead consumers by not sharing the full context of their use of child labor. Mondelez, for example, claims that seventy-four percent of Cocoa Life farms in their direct supply chain undertake child labor monitoring and remediation activities but does not share statistics on the farms that are not under Cocoa Life. Moreover, none of the Defendants share clear metrics on how many or what percent of child labor cases have been truly remediated. It is unclear what portion of any monitoring and remediation measures are actually attributable to the Defendants. Mars claims to implement and expand monitoring through suppliers. Cargill states that monitoring and remediation is implemented by ICI. Mondelez outsources remediation to its partners and local authorities. By providing incomplete metrics on their remediation efforts while only showing consumers a fraction of the picture, the Defendants are misleading consumers to win their sales.

¹¹⁵ See *Child Labour, Global Estimates 2020, Trends and the Road Forward*, *supra* note 82; Fountain & Huetz-Adams, *supra* note 36; 2011 Tulane Report, *supra* note 21; 2015 Tulane Report, *supra* note 21.

181. This is a failure to state material facts or using ambiguities which tend to mislead consumers in violation of the CPPA. D.C. Code §28-3904(f), (f-1). Concrete claims put forth by the companies indicate that they are taking decisive action to “*eradicate*” child labor and address sustainability issues in their respective cocoa supplies. The companies’ actions tell a different story. If Mars, Cargill, and Mondelēz each claim their cocoa products are “sustainable” or that they are truly addressing the “root causes”¹¹⁶ of child labor (despite contributing to it by sourcing from unmonitored farms and exaggerating the scale of their programs), they are misrepresenting their cocoa products as having particular qualities or are of a particular standard in violation of the CPPA. D.C. Code § 28-3904(a), (d). There can be little doubt of the Defendants’ intent to maintain a scheme that is designed to mislead consumers and allow them to continue to profit from the child labor they falsely claim to be addressing effectively.

182. Defendants Mars, Cargill, and Mondelēz’s attempt to paint themselves as ethical companies are attempts to deceive consumers into continuing to buy their products. The Defendants simply cannot have it both ways, presenting themselves as ethical companies working to address their child labor issues so consumers

¹¹⁶ Mondelēz, *Snacking Made Right, Sustainability Report* (2022) at 25. See also World Cocoa Foundation, *Our Members*, WWW.WORLDCOCOAFFOUNDATION.ORG, <https://www.worldcocoafoundation.org/about-wcf/members/> (last accessed October 2023).

continue to purchase © products while at the same time benefitting from lower prices as a result of the child labor used to produce the coco©their products.

183. Defendants' marketing of the products would mislead a reasonable consumer. A consumer looking to purchase from companies committed to sustainable practices and eradicating child labor would likely not buy chocolate from the Defendants if they ©that their companies have actively fai©n meeting their bold claims and false promises of eradicating child labor.

D. Violations of the CPPA.

184. IRAdvocates incorporates by reference all the allegations of the preceding paragraphs of this Complaint.

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

186. Through D.C. Code § 28-3905(k)(1)(C), CPPA allows for nonprofit 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.

187. Through § 28-3905(k)(1)(D)(i), the D.C. CPPA explicitly allows for public interest organizational standing even beyond that which is afforded pursuant to § 28-3905(k)(1)(C) and allows a public interest organization to stand in the shoes of a consumer to seek relief from any violation of the CPPA.

188. Mars, Cargill, and Mondelēz are each a “person” and a “merchant” that provides “goods” within the meaning of the CPPA. *See* D.C. Code § 28-3901(a)(1), (3), (7).

189. Mars, Cargill, and Mondelēz have advertised and marketed themselves as companies committed to eradicating child labor from their supply chains and claim that child labor is prohibited in their supply chains. In reality, Mars, Cargill, and Mondelēz sell products that they know are produced using the exploitation of children on cocoa farms. Instead of respecting children as they say they are committed to, Mars, Cargill and Mondelēz refuse to end child labor from their cocoa supply chains because using child workers enhances profits. Thus, Defendants have violated the CPPA by “represent[ing] that goods . . . have a source . . . [or] characteristics . . . that they do not have”; “represent[ing] that goods . . . are of a particular standard, quality, grade, style, or model, 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] . . . goods . . . without the intent to sell them as advertised.” *See id.* § 28-3904(a), (d), (e), (f), (f-1), (h).

VI. DEMAND FOR JURY TRIAL

190. Plaintiffs demand a trial by jury on all triable issues.

VII. PRAYER FOR RELIEF

191. WHEREFORE, Plaintiffs pray for relief from this court as follows:

With Respect to Counts I-V

a. Entering judgment in favor of each of the Child Laborer and Cocoa Farmer Plaintiffs on counts I-V of the Complaint;

b. Awarding each of the Child Laborer and Cocoa Farmer Plaintiffs monetary damages, subject to proof and in an amount to be determined at trial, including but not limited to fees and costs paid, debts incurred, and wages promised but not paid;

c. Awarding each of the Child Laborer and Cocoa Farmer Plaintiffs consequential damages, including but not limited to the loss of assets and of educational and business opportunities as a result of Defendant's illegal conduct;

d. Awarding each of the Child Laborer and Cocoa Farmer Plaintiffs damages for the mental anguish, pain and suffering they experienced as a result of being trafficked and forced to labor against their will;

e. Awarding each of the Child Laborer and Cocoa Farmer Plaintiffs punitive and exemplary damages;

f. Awarding the Child Laborer and Cocoa Farmer Plaintiffs any and all other damages allowed by law according to proof to be determined at time of trial for this matter;

g. Awarding the Child Laborer and Cocoa Farmer Plaintiffs reasonable attorneys' fees and costs;

h. Awarding all Child Laborer and Cocoa Farmer Plaintiffs injunctive relief, disgorgement of all profits resulting from these unfair business practices alleged herein such that restitution is made to the general public;

i. Awarding class-wide relief based on the award to the individual Child Laborer and Cocoa Farmer Plaintiffs; and

j. Awarding such other relief as the Court deems just and equitable.

With Respect to Count VI

k. A declaration that Defendants Mars, Cargill, and Mondelēz's conduct is in violation of the CPPA;

l. An order enjoining Defendants Mars, Cargill, and Mondelēz's conduct found to be in violation of the CPPA; and

m. An order granting Plaintiff IRAdvocates costs and disbursements, including reasonable attorneys' fees and expert fees, and prejudgment interest at the maximum rate allowable by law.

Respectfully submitted on this 29th day of November 2023,

/s/ Terrence Collingsworth
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