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15 **UNITED STATES DISTRICT COURT**
16 **SOUTHERN DISTRICT OF CALIFORNIA**
17

18 AKHMAD, *et. al*,

19 Plaintiffs,

20 v.

21 BUMBLE BEE FOODS, LLC,

22 Defendant.
23

Case No. 25-cv-00583-BAS-DEB

**ORDER GRANTING IN PART,
DENYING IN PART DEFENDANT’S
MOTION TO DISMISS (ECF No. 22)**

24 For the reasons discussed herein, pursuant to Rule 12(b)(1), the Court **GRANTS**
25 Defendant’s motion to dismiss Plaintiffs’ claims for injunctive relief **WITHOUT**
26 **PREJUDICE**. However, pursuant to Rule 12(b)(6), the Court **DENIES** Defendant’s
27 motion to dismiss Plaintiff’s Trafficking Victims Protection Reauthorization Act
28 (“TVPRA”) under 18 U.S.C.A. §§ 1589, 1595(a); and Plaintiff’s negligence claims under

1 Cal. Civ. Code § 1714. The Court **GRANTS** Plaintiff leave to amend her claim for
2 injunctive relief under Cal. Civ. Code § 1714. Plaintiff may file an amended complaint on
3 or before **December 3, 2025**.

4 **I. BACKGROUND**

5 Plaintiffs Akhmad, Muhammad Sahrudin, Muhammad Syafi'I, and Angga
6 (“Plaintiffs”) initiated this action against Defendant Bumble Bee Foods, LLC
7 (“Defendant”) on March 12, 2025. (ECF No. 1.) Plaintiffs alleged that Defendant had
8 sourced its albacore tuna, for resale to grocery stores in the United States, from fishing
9 vessels that Defendant knew relied upon Plaintiffs’ forced labor. (*Id.*) Plaintiff pled causes
10 of action for: (1) TVPRA, pursuant to 18 U.S.C. §§ 1589, 1595; and (2) Negligence,
11 pursuant to Cal. Civ. Code § 1714. (*Id.* ¶¶ 252–270.)

12 Defendant Bumble Bee Foods, LLC filed a motion to dismiss on June 2, 2025. (ECF
13 No. 22.) In its memorandum in support of its motion to dismiss, Defendant countered that:
14 (1) Plaintiffs lack standing to seek equitable relief (ECF No. 22-1 at 16–18); (2) Plaintiffs
15 fail to state a claim under the TVPRA (ECF No. 22-1 at 19–24); (3) Plaintiffs’ TVPRA
16 claim is impermissibly extraterritorial (ECF No. 22-1 at 24–30); and (4) Plaintiffs fail to
17 state a California negligence claim (California Code of Civil Procedure § 1714) or to allege
18 the Court’s supplemental jurisdiction over such a claim (ECF No. 22-1 at 31–33). Plaintiffs
19 filed a response in opposition to Defendant’s motion to dismiss. (ECF No. 23.) Defendant
20 filed a reply. (ECF No. 27.)

21 The Court finds the matter appropriate to rule on the papers and without oral
22 argument. *See* CivLR 7.1.d.1.

23 **II. LEGAL STANDARD**

24 Federal Rule of Civil Procedure 12(b)(1) allows a party to move to dismiss based on
25 the court's lack of subject matter jurisdiction. Fed. R. Civ. P. 12(b)(1). “[T]hose who seek
26 to invoke the jurisdiction of the federal courts must satisfy the threshold requirement
27 imposed by Article III of the Constitution by alleging an actual case or controversy.” *City*
28 *of L.A. v. Lyons*, 461 U.S. 95, 101 (1983). Article III requires that: “(1) at least one named

1 plaintiff suffered an injury in fact; (2) the injury is fairly traceable to the challenged
2 conduct; and (3) the injury is likely to be redressed by a favorable decision.” *Lujan v.*
3 *Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992) (quotation marks and citation omitted).
4 Plaintiff has the burden of establishing that the court has subject matter jurisdiction over
5 an action. *Ass’n of Med. Colls. v. U.S.*, 217 F.3d 770, 778–79 (9th Cir. 2000). “For
6 purposes of ruling on a motion to dismiss for want of standing, both the trial judge and
7 reviewing courts must accept as true all material allegations of the complaint and must
8 construe the complaint in favor of the complaining party.” *Maya v. Centex Corp.*, 658 F.3d
9 1060, 1068 (9th Cir. 2011) (quoting *Warth v. Seldin*, 422 U.S. 490, 501 (1975)). “At the
10 pleadings stage, general factual allegations of injury resulting from the defendant’s conduct
11 may suffice, for on a motion to dismiss, [courts] presume that general allegations embrace
12 those specific facts that are necessary to support the claim.” *Id.* (citation and internal
13 quotation marks omitted).

14 Rule 12(b)(6) allows a party to move to dismiss based on the legal sufficiency of the
15 claims asserted in the complaint. *Navarro v. Block*, 250 F.3d 729, 732 (9th Cir. 2001).
16 The court must accept all factual allegations pleaded in the complaint as true and draw all
17 reasonable inferences from them in favor of the nonmoving party. *Cahill v. Liberty Mut.*
18 *Ins. Co.*, 80 F.3d 336, 337–38 (9th Cir. 1996). To avoid a Rule 12(b)(6) dismissal, a
19 complaint need not contain detailed factual allegations; rather, it must plead “enough facts
20 to state a claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S.
21 544, 570 (2007). “A claim has facial plausibility when the plaintiff pleads factual content
22 that allows the court to draw the reasonable inference that the defendant is liable for the
23 misconduct alleged.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *Twombly*, 550
24 U.S. at 556). “Where a complaint pleads facts that are ‘merely consistent with’ a
25 defendant’s liability, it ‘stops short of the line between possibility and plausibility of
26 entitlement to relief.’ ” *Id.* (quoting *Twombly*, 550 U.S. at 557).

27 “[A] plaintiff’s obligation to provide the ‘grounds’ of his ‘entitle[ment] to relief’
28 requires more than labels and conclusions, and a formulaic recitation of the elements of a

1 cause of action will not do.” *Twombly*, 550 U.S. at 555 (alteration in original) (quoting
2 *Papasan v. Allain*, 478 U.S. 265, 286 (1986)). A court need not accept “legal conclusions”
3 as true. *Iqbal*, 556 U.S. at 678. Although the court accepts plaintiff’s allegations as true, it
4 is not proper for the court to assume that “the [plaintiff] can prove facts that it has not
5 alleged or that the defendants have violated the ... law[] in ways that have not been alleged.”
6 *Assoc. Gen. Contractors of Cal., Inc. v. Cal. State Council of Carpenters*, 459 U.S. 519,
7 526 (1983).

8 **III. DISCUSSION**

9 **A. Injunctive Relief**

10 The Court agrees with Defendant that Plaintiffs have not sufficiently alleged grounds
11 for injunctive relief.¹ First, the civil remedy provision of the Trafficking Victims
12 Protection Reauthorization Act (“TVPRA”) does not provide for injunctive relief, and
13 instead, only provides for “damages and reasonable attorneys fees.” 18 U.S.C.A. §
14 1595(a).

15 Next, to seek injunctive relief for California negligence claims in federal court,
16 Plaintiffs must demonstrate Article III standing—which requires demonstrating likelihood
17 of future harm or threat of irreparable injury. *See Hangarter v. Provident Life & Acc. Ins.*
18 *Co.*, 373 F.3d 998, 1021 (9th Cir. 2004) (explaining a plaintiff may have standing in state
19 court to seek such relief, but nonetheless may be unable to establish Article III standing to
20 pursue injunctive relief in federal court because he cannot demonstrate real or immediate
21 threat of irreparable injury); *Montana Shooting Sports Ass’n v. Holder*, 727 F.3d 975, 980
22 (9th Cir. 2013) (“Injunctive relief [under Article III] requires a showing of a significant
23 likelihood of future injury”).

24 Here, Plaintiffs make conclusory statements that “Plaintiffs continue to suffer harm
25 as a result of Defendant’s actions [violating the Trafficking Victims Protection
26 Reauthorization Act]” and “Plaintiffs continue to suffer harm as a result of Defendant’s

27
28 ¹ Defendant incorrectly moves to dismiss Plaintiffs’ claims for injunctive relief under Rule 12(b)(6). The Court considers Defendant’s dismissal under the proper standard set out in Rule 12(b)(1).

actions [violating California negligence law], which prevent Plaintiffs from earning a safe and adequate living as distant-water fishermen.” (ECF No. 1 ¶¶ 262, 270.) As Defendant points out, Plaintiffs have not “specifically allege[d] they would seek similar jobs in the future if Bumble Bee [changed its] policies.” (ECF Nos. 23 at 30:26–27, 27 at 14:20–21.) Thus, without more, the statement that Plaintiffs “continue to suffer harm” is precisely the type of bare assertion and conclusory statement that the Supreme Court has held insufficient to survive a motion to dismiss. *See Brecher v. Citigroup Glob. Markets, Inc.*, No. 3:09-CV-1344 AJB MDD, 2011 WL 3475299, at *8 (S.D. Cal. Aug. 8, 2011) (citing *Ashcroft v. Iqbal*, — U.S. —, 129 S.Ct. 1937, 1949, 173 L.Ed.2d 868 (2009)). It is true that in cases wherein Plaintiffs are representing a broader class or intend to re-engage in activities necessitating Defendants’ involvement, showing an official policy that led to Plaintiffs’ alleged injuries may be sufficient for injunctive relief. *See Los Angeles Press Club v. City of Los Angeles*, No. 2:25-CV-05423-HDV-E, 2025 WL 2640421, at *9 (C.D. Cal. Sept. 10, 2025). That is not the case here.

Because Plaintiffs lack Article III standing for injunctive relief, the Court lacks subject matter jurisdiction under Rule 12(b)(1) and, thus, **GRANTS** dismissal of Plaintiffs’ claims for injunctive relief **WITHOUT PREJUDICE**. The Court now turns to Plaintiff’s claims for damages.

B. Trafficking Victims Protection Reauthorization Act (“TVPRA”), 18 U.S.C. §§ 1589, 1595

In their complaint, Plaintiffs alleged that they were the victims of forced labor in violation of 18 U.S.C. § 1589 (“§ 1589”), and sought damages under 18 U.S.C. § 1595 (“§ 1595”), the civil remedy provision of the TVPRA. The two central issues Parties dispute regarding Plaintiffs’ TVPRA claims are: (1) whether Plaintiffs’ claims are impermissibly extraterritorial, and (2) whether Plaintiff sufficiently alleged the statutory requirements for their TVPRA claims.

1. Whether Plaintiff’s TVPRA Claims are Impermissibly Extraterritorial

1 Defendant turns to the statutory canon of the presumption against extraterritoriality
2 to argue that provisions § 1595 and § 1589 of the TVPRA do not permit a private right of
3 action for foreign conduct. (ECF No. 22-1 at 24:19–30:24.) Application of the
4 presumption is a two-step process, which may reveal that Congress has rebutted the
5 presumption for an entire statutory provision or that the presumption is displaced in the
6 context of a particular case's facts. Under the first step, a court considers “whether the
7 presumption against extraterritoriality has been rebutted—that is, whether the statute gives
8 a clear, affirmative indication that it applies extraterritorially.” *Al Otro Lado, Inc. v.*
9 *McAleenan*, 394 F. Supp. 3d 1168, 1201–02 (S.D. Cal. 2019) (citing *RJR Nabisco v. Eur.*
10 *Cnty.*, 579 U.S. 325, 337 (2016)). Second, if the statute does not clearly indicate an intent
11 that it applies extraterritorially, the court must consider “whether the case involves a
12 domestic application of the statute. . . by looking to the statute's ‘focus.’ ” *Al Otro Lado*,
13 394 F. Supp. 3d at 1202. “If the conduct relevant to the statute's focus occurred in the
14 United States, then the case involves a permissible domestic application even if other
15 conduct occurred abroad; but if the conduct relevant to the focus occurred in a foreign
16 country, then the case involves an impermissible extraterritorial application regardless of
17 any other conduct that occurred in U.S. territory.” *Id.*

18 **i. Whether the TVPRA Clearly Indicates Extraterritorial**
19 **Application for Violation of § 1589 and Civil Remedy Under**
20 **§ 1595**

21 Defendant contends that, though the TVPRA contains provisions that have express
22 language applying the statute extra-territorially to criminal actions, the civil remedy in §
23 1595 does not. (ECF No. 22-1 at 24:27–25:10.) Defendant bases its position in part, on
24 *RJR Nabisco*, which states: “The presumption against extraterritoriality must be applied
25 separately to both Racketeer Influenced and Corrupt Organizations Act’s [(“RICO”)]
26 substantive prohibitions and its private right of action. . . It is not enough to say that a
27 private right of action must reach abroad because the underlying law governs conduct in
28 foreign countries. Something more is needed.” *RJR Nabisco*, 579 U.S. at 350 (holding

1 although certain substantive criminal prohibitions in RICO applied extraterritorially, the
2 civil cause of action did not). Based on various theories of statutory interpretation and
3 caselaw, Defendant alleges that the language explicitly permitting extraterritorial
4 application for causes of action in 18 U.S.C. § 1596 (“§ 1596”) does not also apply to
5 causes of action under § 1595. (ECF No. 22-1 at 24:27–29:12.)

6 By contrast, Plaintiffs argue in their response that § 1595 applies extraterritorially
7 “for the same reason the Supreme Court found that RICO...had extraterritorial application.
8 . . . [the statutory provision] incorporates ‘a number of predicates that plainly apply to at
9 least some foreign conduct.’ ” (ECF No. 23 at 26:21–27:10 (citing *RJR Nabisco*, 579 U.S.
10 at 338–41).) One such “predicate” cited by Plaintiff is § 1596. (ECF No. 23 at 27:11–28
11 (citing *Adhikari v. Kellogg Brown & Root, Inc.*, 845 F.3d 184, 204 (5th Cir. 2017)).

12 Aligned with Plaintiff’s position, the Ninth Circuit held: “§ 1595 permits a private
13 cause of action for extraterritorial violations of the substantive provisions listed in § 1596
14 so long as § 1596's other requirements are satisfied.” *Ratha v. Phatthana Seafood Co.*, 35
15 F.4th 1159, 1168 (9th Cir. 2022). The *Ratha* court specified: “§ 1596 supplies
16 extraterritorial application to §§ 1581, 1583, 1584, 1589, 1590, and 1591, but only if the
17 alleged offender is a United States citizen, a lawful permanent resident, or is present in the
18 United States.” *Id.* The Court therefore finds that, if Plaintiff can fulfill the criteria set
19 out in *Ratha*, Plaintiff has sufficiently alleged that §§ 1595, 1596, and 1589 provide the
20 “something more” necessary for rebutting the presumption of extraterritoriality. *RJR*
21 *Nabisco*, 579 U.S. at 350. Though courts in other circuits have questioned whether § 1595
22 can apply extraterritorially, courts within the Ninth Circuit have consistently held they can
23 if they fulfill the criteria in *Ratha* and § 1596. *See e.g., Doe v. WebGroup Czech Republic,*
24 *a.s.*, No. 2:21-CV-02428 SPG(SKX), 2024 WL 3533426, at *10 (C.D. Cal. July 24, 2024)

25 Here, Plaintiffs bring their TVPRA forced labor claims under § 1589, one of the
26 provisions for which § 1596 provides a private cause of action. (ECF No. 1 ¶ 254.)
27 Defendant is incorporated in Delaware and its principal place of business is San Diego,
28 California—meaning Defendant is at the very least, clearly “present in the United States.”

1 (*Id.* ¶ 12.) *Cf Ratha*, 35 F.4th at 1169 (9th Cir. 2022) (Finding defendants were not “present
2 in” the United States for purposes of § 1596 because defendants were both Thai companies
3 who did not “have any address, employees, or physical presence in the United States during
4 the period at issue in this case”).

5 Accordingly, Plaintiffs have met the criteria set out in *Ratha* to prove that § 1596
6 supplies clear intent of extraterritorial application for cases arising under § 1589. *See*
7 *Ratha*, 35 F.4th at 1168; *cf Doe v. WebGroup Czech Republic, a.s.*, No. 2:21-CV-02428
8 SPG(SKX), 2024 WL 3533426, at *10 (C.D. Cal. July 24, 2024) (“if a plaintiff can show
9 that [requirements under § 1596] is satisfied, then there may be reason to extend the reach
10 of Section 1595 extra-territorially.”)

11 Citing a non-binding case from the District of Columbia, Defendant alleges that
12 Plaintiffs’ TVPRA claims are barred by the presumption of extraterritorial application
13 because “standing alone, [§ 1595] does nothing to rebut the presumption that it applies only
14 domestically.” (ECF No. 22-1 at 25:16–19) (citing *Doe I v. Apple Inc.*, No. 1:19-cv-03737,
15 2021 WL 5774224, at *14 (D.D.C. Nov. 2, 2021), *aff’d*, 96 F.4th 403 (D.C. Cir. 2024)
16 (affirming without reaching extraterritoriality)). It is true that “in isolation, § 1595 is silent
17 as to its extraterritorial application.” *Ratha*, 35 F.4th at 1167. However, Plaintiff’s claims
18 for damages under § 1595 are not brought “in isolation,” but instead, are paired with
19 allegations of violations under § 1589 and fulfill § 1596 requirements. *Id.* Thus, the Court
20 finds Plaintiff’s TVPRA claims against Defendant overcome the presumption against
21 extraterritoriality.

22 **ii. Whether the Case Involves Permissible Domestic**
23 **Application of the TVPRA**

24 Defendant also alleges that Plaintiffs’ § 1589 claims do not have permissible
25 domestic application because “§ 1589’s focus is where the forced labor occurred” and the
26 alleged forced labor, and other alleged conduct violating § 1589, happened outside of the
27 United States. (ECF No. 27 at 13:14.) However, since the TVPRA clearly intends to allow
28 extraterritorial application of Plaintiffs’ § 1589 and § 1595 claims under the first *NJR*

1 *Nabisco* step, the Court does not need to reach the second *NJR Nabisco* step considering
2 “whether the case involves a domestic application of the statute ... by looking to the statute's
3 ‘focus.’” *Al Otro Lado*, 394 F. Supp. 3d at 1202 (citing *RJR Nabisco v. Eur. Cmty.*, 579
4 U.S. at 337.)

5 * * *

6 Finding the TVPRA explicitly intended to apply §§ 1589 and 1595 to extraterritorial
7 conduct, the Court thus **DENIES** Defendant’s motion to dismiss Plaintiff’s claims based
8 on the presumption of extraterritoriality.

9 **2. Whether Plaintiff Plausibly Alleges TVPRA Statutory**
10 **Requirements**

11 Section 1595(a) of the TVPRA authorizes any “individual who is a victim of a
12 violation of” the Act to “bring a civil action seeking damages and reasonable attorneys fees
13 from the perpetrator, as well as from others who benefitted in specified ways from the
14 violation.” *Martinez-Rodriguez v. Giles*, 31 F.4th 1139, 1149 (9th Cir. 2022) (internal
15 quotations omitted). The TVPRA creates liability for:

16 Whoever knowingly provides or obtains the labor or services of a person by
17 any one of, or by any combination of, the following means—

- 18 (1) by means of force, threats of force, physical restraint, or threats of
19 physical restraint to that person or another person;
20 (2) by means of serious harm or threats of serious harm to that person
21 or another person;
22 (3) by means of the abuse or threatened abuse of law or legal process;
23 or
24 (4) by means of any scheme, plan, or pattern intended to cause the
25 person to believe that, if that person did not perform such labor or
26 services, that person or another person would suffer serious harm or
27 physical restraint.

28 18 U.S.C. §§ 1589(a)(1)-(4).

18 U.S.C. § 1589(b) provides for beneficiary liability under TVPRA for:

Whoever knowingly benefits, financially or by receiving anything of value,
from **participation in a venture** which has engaged in the providing or
obtaining of labor or services by any of the means described in subsection (a),
knowing or in reckless disregard of the fact that the venture has engaged in

1 the providing or obtaining of labor or services by any of such means, shall be
2 punished as provided in 18 U.S.C. § 1589(b).

3 To be liable for a violation under § 1589(b), an entity must benefit from the behavior
4 prohibited under § 1589(a) and have knowledge or be in reckless disregard of it. *Zhang v.*
5 *Chevron Corp.*, No. 24-CV-08641-JSC, 2025 WL 1725006, at *2 (N.D. Cal. June 20,
6 2025). To bring a cause of action for civil damages under § 1595(a) against a viable
7 beneficiary per § 1589(b), courts have generally accepted that plaintiffs must prove three
8 factors: (1) whether the alleged perpetrators have engaged in forced labor violative of §
9 1589(a), (2) whether defendants “knowingly benefitted, financially or by receiving
10 anything of value; (3) whether defendants “participate[d] in the venture” wherein forced
11 labor took place, and (4) whether defendants “kn[e]w or should have known” about
12 perpetrators’ practice of forced labor. *Ratha v. Phatthana Seafood Co.*, 35 F.4th 1159,
13 1177 (9th Cir. 2022); *B.M. v. Wyndham Hotels & Resorts, Inc.*, No. 20-CV-00656-BLF,
14 2020 WL 4368214 at *4–6 (N.D. Cal. July 30, 2020).

15 **i. Whether Plaintiff Pleads Forced Labor Actionable Under**
16 **TVPPRA**

17 Here, neither party contests that Plaintiffs have alleged they were subject to forced
18 labor prohibited by § 1589(a) by the vessel owners. (ECF No. 23 at 28.) “[V]essel owners
19 and their agents who obtained Plaintiffs’ labor, physically abused and threatened Plaintiffs,
20 deprived them of adequate sleep and food, and refused to let them go home.” (ECF No.
21 23 at 23:1-4 (citing ECF No. 1 ¶¶ 99–106, 113–18, 125–29, 134–143 and *United States v.*
22 *Barai*, 55 F.4th 1245, 1247 (9th Cir. 2022) (upholding forced-labor conviction where
23 victims were subject to “eighteen-hour workdays, limited food, isolation from their
24 families, verbal and physical abuse, threats of violence, threats to call the authorities, and
25 no pay.”)). The Court finds that Plaintiffs have sufficiently pled that vessel owners and
26 operators engaged in forced labor as defined by § 1589, including: (a)(1) “means of force,”
27 (a)(2) “means of serious harm,” and (a)(4) “means of any scheme. . . intended to cause the
28

1 person to believe that, if that person did not perform such labor or services, that person or
2 another person would suffer serious harm or physical restraint.”

3 **ii. Whether Defendant Knowingly Benefitted**

4 The “knowingly benefit” element of section 1595 “merely requires that Defendant
5 knowingly receive a financial benefit.” *B.M. v. Wyndham Hotels & Resorts, Inc.*, No. 20-
6 CV-00656-BLF, 2020 WL 4368214, at *4 (N.D. Cal. July 30, 2020) (citing *H.H. v. G6*
7 *Hosp., LLC*, No. 2:19-CV-755, 2019 WL 6682152, at *2 (S.D. Ohio Dec. 6, 2019). Here,
8 Plaintiffs allege Defendant received direct financial benefit in U.S. markets from re-selling
9 tuna procured from the vessels on which Plaintiffs were forced to work. (ECF No. 1 ¶¶
10 218, 224, 234, 237, 253, 259.) Given Defendant’s active role in obtaining albacore tuna
11 from the vessels on which Plaintiffs were subject to forced labor and reselling the tuna for
12 a profit, Defendant clearly has knowledge of the financial benefit it received. (*Id.* ¶¶ 253,
13 261.) Plaintiff’s allegations are, thus, sufficient to meet the “knowingly benefitted”
14 element of a civil claim under § 1595 of the TVPRA at the motion to dismiss stage.

15 **iii. Whether Defendant Participated in a Venture**

16 § 1589(b) requires Plaintiffs to demonstrate that Defendant had “participat[ed] in a
17 venture” to establish beneficiary liability. Importantly, Courts have held that “participation
18 in the venture” under § 1595 does not require an “overt act” of participation in the criminal
19 act (here, forced labor) itself to redeem TVPRA’s civil remedy. *See e.g., Wyndham Hotels*
20 *& Resorts, Inc.*, 2020 WL 4368214, at *3 (“[A]pplying the ‘participation in a venture’
21 definition from the criminal liability section of the TVPRA to the civil liability section of
22 the TVPRA, would void the ‘should have known’ language in the civil remedy and ...
23 violate[] the cardinal principle of statutory construction that a statute ought, upon the
24 whole, to be construed so that, if it can be prevented, no clause, sentence, or word shall be
25 superfluous, void, or insignificant”).

26 The issue is, thus, whether Defendant participated in a venture with Rongcheng City
27 and Rongcheng Ocean (collectively, “Rongcheng”)—the owners and operators of the
28 fishing vessels on which Plaintiffs worked (ECF No. 1 ¶ 253). Plaintiffs allege that

1 Defendant participated in an illegal venture, *inter alia*, because: (1) Defendant profited
2 from selling tuna obtained from the fishing vessels (ECF No. 1 ¶¶ 253, 259); and (2)
3 Defendant collaborated with vessel operators to obtain environmental certifications from
4 the Marine Stewardship Council (“MSC”) via implementing fishery improvement projects
5 (“FIPs”) (ECF No. 1 ¶ 217). The Court considers each of these allegations in turn.

6 **a. Whether Profiting from Tuna is Alone Sufficient to Allege**
7 **Participation**

8 Courts within the Ninth Circuit have held that establishing an ongoing “business
9 relationship” between the alleged beneficiary and criminal perpetrator may be sufficient
10 for establishing participation in a joint venture actionable under the civil remedy provisions
11 of TVPRA. *See e.g., Olive v. Mahboubi-Fardi*, No. 2:23-CV-04370-JAK (EX), 2025 WL
12 2946987, at *11 (C.D. Cal. Sept. 11, 2025); *Doe (K.R.D.) v. Hilton Worldwide Holdings*
13 *Inc.*, No. 5:24-CV-06993-PCP, 2025 WL 2539010, at *8 (N.D. Cal. Sept. 4, 2025);
14 *Acevedo v. eXp Realty, LLC*, 713 F. Supp. 3d 740, 783 (C.D. Cal. 2024). However, mere
15 “arms-length transaction[s]” characteristic of an “ordinary buyer-seller” transaction is not
16 sufficient to establish an “ongoing business relationship” characteristic of participating in
17 an unlawful venture. For instance, in *Doe I v. Apple Inc.*, the District of Columbia Circuit
18 court held that a relationship between sellers and buyers of cobalt was insufficient to
19 establish a “shared enterprise” to profit from forced labor. *Doe I v. Apple Inc.*, 96 F.4th
20 403, 415 (D.C. Cir. 2024) (cited by *Doe (K.R.D.) v. Hilton Worldwide Holdings Inc.*, No.
21 5:24-CV-06993-PCP, 2025 WL 2539010, at *8, n. 5 (N.D. Cal. Sept. 4, 2025)).

22 Applying that logic here, the mere fact that the fishing vessel operators, Rongcheng
23 City and Rongcheng Ocean, sell tuna that Defendant buys tuna from Rongcheng City and
24 Rongcheng Ocean (among other suppliers) does not establish that Defendant and fishing
25 vessel operators have entered into a joint venture in violation of 18 U.S.C. §§ 1589, 1595.
26 “Although a formal business relationship is not necessary to be a participant in a venture,
27 something more than engaging in an ordinary buyer-seller transaction is required”—like a
28

1 “common purpose, shared profits and risk, or control” by the defendant of the relevant
2 entity. *Apple Inc.*, 96 F.4th at 415–16.

3 Having found that an “arms-length transaction” between a typical buyer and seller
4 would not suffice for “participation” under §§ 1589, 1595, the Court now evaluates whether
5 Plaintiffs have sufficiently alleged the Defendant has participated in growing fishing vessel
6 operators’ business beyond merely buying their tuna for resale.

7 **b. Whether FIPs are Sufficient to Allege Participation**

8 Plaintiffs allege that Defendant and its parent company FCF sponsored Fisheries
9 Improvement Projects (“FIPs”), which enable fishing vessels to obtain environmental
10 certifications from the Marine Stewardship Council (“MSC”). (ECF No. 1 ¶¶ 217–218.)
11 Rongcheng City and Rongcheng Ocean, and the particular fishing vessels Plaintiffs worked
12 on, were all participants in the FIPs. (*Id.* ¶¶ 219–238.) Beyond financially sponsoring the
13 FIPs, Defendant also conducted audits (involving office documentation reviews and on-
14 site vessel monitoring) and electronically monitored Rongcheng’s vessels and harvests to
15 ensure the participating fisheries implemented sufficient environmental sustainability
16 measures to obtain MSC certification. (*Id.* ¶¶ 197, 227–228, 232.)

17 As part of participation in Defendant-sponsored FIPs, the vessels Plaintiffs worked
18 on harvested albacore tuna exclusively for sale to Defendant. (*Id.* ¶¶ 234, 237.) MSC
19 certification “preserve[s] market access to the increasing proportion of retail buyers who
20 prioritize certifications” and “increases the price consumers are willing to pay for a can of
21 albacore tuna.” (*Id.* ¶ 218.) The FIPs, thus, both promoted the sustainability of each
22 fishery, and the subsequent profitability of Defendant’s sales to customers in the U.S.
23 overall. (*Id.* ¶¶ 226–227.) As Plaintiffs put it: “the success and failure of all members of
24 the venture are closely intertwined and rise and fall together.” (*Id.* ¶ 172.)

25 “Participation in the civil context requires only a showing of a ‘desire to promote the
26 wrongful venture's success.’” *Fleites v. MindGeek S.A.R.L.*, No. 2:21-CV-04920-WLH-
27 ADS, 2025 WL 2902301, at *12 (C.D. Cal. Sept. 26, 2025) (citing *G.G. v. Salesforce.com,*
28 *Inc.*, 76 F.4th 544, 559 (7th Cir. 2023)).

1 A “desire to promote the wrongful venture’s success” cannot be shown though one-
2 time provisions of “off-the-shelf materials and machinery,” but can be shown through
3 “tailored,” “active, [and] ongoing support.” *See Mia v. Kimberly-Clark Corp.*, No. 1:22-
4 CV-02353 (CJN), 2025 WL 752564, at *4 (D.D.C. Mar. 10, 2025) (holding that defendant
5 company providing machinery and molds to latex glove manufacturer, from which
6 defendant purchased an unspecified amount of gloves, did not constitute participation in a
7 wrongful venture) (contrasting its facts with *Salesforce*, 76 F.4th at 560–61). In other
8 words, to prove participation in the civil context, Plaintiffs need to demonstrate that
9 Defendant and fishing vessel operators had a “business relationship [that] was more than
10 just a purchasing agreement.” *Apple*, 96 F.4th at 415.

11 Courts have consistently held that active, ongoing support tailored to the business
12 needs of criminal perpetrators for the purpose of shared risk and profit goes beyond mere
13 “ordinary buyer-seller” transactions. *See e.g., Acevedo*, 713 F. Supp. 3d at 784 (finding a
14 venture where defendants participated in a multi-level marketing enterprise, in which the
15 members of the enterprise were partners in a revenue sharing scheme that required
16 members to continually recruit new agents to financially benefit everyone “upline” from
17 them); *J.G. v. Northbrook Industries, Inc.*, 619 F. Supp. 3d 1228, 1236 (N.D. Ga. 2022)
18 (finding a venture where trafficker regularly paid hotel employees to be on “lookout”
19 outside of hotel rooms in support of illicit sex trafficking activities); *see also G.G. v.*
20 *Salesforce.com, Inc.*, 76 F.4th 544, 549–50, 554 (7th Cir 2023) (finding a venture where a
21 software provider that had entered contracts with an online marketplace used for trafficking
22 and provided the marketplace “active, ongoing support” tailored to its business needs).

23 Here, Defendant did not merely “provide materials” to fishing vessel operators. An
24 MSC certification, which involves significant ongoing financial investment and business
25 advice from Defendant, can hardly be akin to “off-the-shelf materials and machinery.” It
26 constitutes “tailored,” “active, [and] ongoing support.” *Cf Apple*, 96 F.4th at 415;
27 *Salesforce*, 76 F.4th at 560–61. Further, Defendant clearly had a vested interest in
28 “promot[ing] the wrongful venture’s success,” given that Defendant contracted with the

1 fisheries for them to exclusively sell albacore tuna to Defendant. *Salesforce.com*, 76 F.4th
2 at 559.

3 The present case can thus, be readily distinguished from that in *Kimberly-Clark*
4 *Corp.*, or *Apple*, in which defendant companies only purchased an *unspecified* amount of
5 goods from criminal perpetrators, and so, did not exercise enough financial leverage over
6 perpetrators to arise to “participation” in a venture under § 1595. *Kimberly-Clark Corp.*,
7 2025 WL 752564, at *4; *Apple*, 96 F.4th at 415. Thus, even if Defendant contests that it
8 lacked a “direct association with [perpetrators]” (*i.e.*, Defendant did not itself inflict forced
9 labor, and its parent company FCF acted as middlemen in certain interactions with
10 Rongcheng), the Court finds that FCF and Rongcheng have a “continuous business
11 relationship . . . such that it would appear that [they] have established a pattern of conduct
12 or could be said to have a tacit agreement.” *See Fleites*, 2025 WL 2902301, at *12.

13 **iv. Whether Defendant Should Have Known about Forced**
14 **Labor**

15 Like in the present case, in the *Ratha* complaint, plaintiffs alleged violation of §
16 1589 and sought damages under the civil remedy provision § 1595. § 1595(a) states:

17 An individual who is a victim of a violation of this chapter may bring a civil
18 action against the perpetrator (or whoever knowingly benefits, or attempts or
19 conspires to benefit, financially or by receiving anything of value from
20 participation in a venture which that person knew or should have known has
21 engaged in an act in violation of this chapter) in an appropriate district court
22 of the United States and may recover damages and reasonable attorneys fees.

23 Because § 1595 is a civil remedy, courts—including the Ninth Circuit—have
24 adopted a civil negligence standard to plead a cause of action. To prove a mental state
25 actionable under § 1595, Plaintiffs are required to prove that Defendant “knew or should
26 have known” about the forced labor practices violating the TVPRA at the vessels on
27 which Plaintiffs worked. *Ratha*, 35 F.4th at 1177. As *Ratha* explains: “[T]he phrase
28 ‘knew or should have known’ usually connotes negligence. . . [a]nd ‘[n]egligence is a
less culpable mental state than actual knowledge.’” *Ratha*, 35 F.4th at 1177 (citing

1 *Mayview Corp. v. Rodstein*, 620 F.2d 1347, 1358 (9th Cir. 1980) and *Erickson Prods.,*
2 *Inc. v. Kast*, 921 F.3d 822, 833 (9th Cir. 2019)).

3 “Should have known” could entail that Defendant had notice that forced labor was
4 likely occurring on the particular vessels on which Plaintiffs alleged experiencing
5 abuse—but not that the albacore tuna industry presents risk of forced labor as a whole.
6 *Cf Ratha*, 35 F.4th at 1177 (9th Cir. 2022) (generalities about the Thai shrimp industry
7 are “too attenuated to support an inference that Wales knew or should have known of the
8 specifically alleged TVPRA violations at the Songkhla factory between 2010 and 2012”);
9 *Salesforce.com*, 76 F.4th at 555 (holding that defendant “knew or should have known,”
10 pursuant to § 1595, about perpetrator’s violative conduct through public news reports and
11 state attorney general notices identifying perpetrator in particular); *Wyndham Hotels &*
12 *Resorts, Inc.*, 2020 WL 4368214, at *5 (“While Defendants need not have actual
13 knowledge of the sex trafficking in order to have participated in the sex trafficking
14 venture for civil liability under the TVPRA, Plaintiff must allege facts to support that
15 Wyndham and Choice, at the very least, rented rooms to people they should have known
16 were engaging in her sex trafficking”).

17 The Ninth Circuit has held that public reports on “industry-wide” abuse in a
18 particular country and on buyers of perpetrating companies’ products cannot “support a
19 reasonable inference of [Defendant’s] knowledge of alleged labor abuses.” *See Ratha*, 35
20 F.4th at 1178. However, the Ninth Circuit’s interpretation here does not preclude the
21 Seventh Circuit’s reading of § 1595’s knowledge requirement—in which public reports
22 identifying serious workplace abuse by perpetrators at issue in the action during the
23 relevant time-period can provide adequate notice to defendants doing business with
24 perpetrators. *See id*; *Salesforce.com*, 76 F.4th at 555 (holding that defendant “knew or
25 should have known,” pursuant to § 1595, about perpetrator’s violative conduct through
26 news reports and state attorney general notices identifying perpetrator in particular).

27 Here, Plaintiffs had suffered physical abuse and forced labor on Rongcheng vessels
28 from roughly 2020 to 2023. (*See* ECF No. 1 ¶¶ 96–106 (Plaintiff Akhmad worked on a

1 vessel from 2020 to 2023), ¶¶ 107–119 (Plaintiff Angga worked on a vessel for at least
2 several months in 2021), ¶¶ 132–144 (Plaintiff Sya’fi worked on a vessel from roughly
3 2021 to at least 2022).) Plaintiffs cite public sources identifying forced labor conditions
4 on vessels supplying Defendant with albacore tuna that were published during the time of
5 Defendant’s alleged violations of the TVPRA from 2020 to 2023, including *inter alia*:

- 6 1. In March 2020, Greenpeace East Asia released a report on forced labor on
7 Taiwanese fishing vessels which included a fisher working on vessel supplying
8 FCF, Defendant’s parent company and primary supplier (*id.* ¶ 82);
 - 9 2. In August 2020, U.S. Customs Border Protection issued a withhold release order
10 against tuna harvested by *Da Wang*, a Taiwanese distant-water fishing vessel that
11 supplied Defendant (*id.* ¶ 85);
 - 12 3. In May 2021, Greenpeace Southeast Asia and SBMI released a report summarizing
13 complaints against Indonesian migrant workers on ten tuna longliners for abuses
14 indicative of forced labor – two of which (*Da Wang* and *Lu Rong Yuan Yi 139*)
15 have supplied Defendant with albacore tuna (*id.* ¶ 90);
 - 16 4. In February 2022, Global Labor Justice – International Labor Rights Forum filed a
17 lawsuit against Defendant in the District of Columbia Superior Court for claiming
18 its tuna was produced with “fair and responsible working conditions” “when, in
19 fact, Bumble Bee sells tuna products caught by laborers who are subjected to
20 inhuman conditions” (*id.* ¶ 91);
 - 21 5. In September 2022, Greenpeace East Asia published a report entitled “Fake My
22 Catch,” which specifically linked Defendant to tuna produced with forced labor—
23 including tuna that was sourced from *Da Wang*, the ship that U.S. Customs Border
24 Protection issued a withhold release order for in August 2020 (*id.* ¶ 93); and
 - 25 6. In July 2023, Greenpeace USA directly contacted representatives from Defendant
26 via email and invited them to discuss potential improvements to Defendant’s
27 human rights policies. Defendant declined the invitation (*id.* ¶ 95).
- 28

1 Notably, these sources do not indicate whether forced labor was happening on the
2 specific vessels on which Plaintiffs experienced forced labor. Like the reports in *Ratha*,
3 these sources also do not identify Rongcheng as a specific vessel operator that employs
4 force labor, and do not identify the specific vessels on which Plaintiffs allegedly
5 experienced abuse. Yet, these sources can hardly be said to be an “industry-wide” reports
6 that *Ratha* had criticized as too general to establish knowledge. In contrast to the reports
7 in this action, those reports refused to identify specific perpetrators and their relationship
8 to Defendant. *See Ratha*, 35 F.4th at 1178. Indeed, the instances listed above identify
9 public reports and legal actions against Defendant and Defendant’s parent company
10 during the same time Plaintiffs allege experiencing forced labor. Further, Plaintiffs
11 distinguish Defendant from others in the fishing industry who they identify *have*
12 complied with human rights measures. (*See* ECF No. 1 ¶¶ 239, 240 (comparing Bumble
13 Bee and FCF to other major international sea food corporations that rank higher on
14 criteria for human rights on civil society reports).)

15 Nonetheless, courts within the Ninth Circuit have also held that “should have
16 known” in § 1595 could also entail Defendant being “on notice about the prevalence of
17 [forced labor] generally at [the vessels it sources tuna from] and failed to take adequate
18 steps to train staff in order to prevent its occurrence.” *Cf Acevedo*, 713 F. Supp. 3d at 780
19 (interpreting *Wyndham Hotels & Resorts*, 425 F. Supp. 3d 959); *Fleites*, 2025 WL
20 2902301, at *10 (finding Defendant “knew or should have known perpetrator was
21 engaged in sex trafficking” because, in part, Defendant knew about troves of illicit
22 content on its platforms but still embraced a business model that allowed such content to
23 proliferate and maximize profit).

24 In addition to the public reports Plaintiffs identified above, Plaintiffs alleged that
25 Defendant has been an “active participant” in its parent company FCF’s “Social
26 Responsibility Program”—which “set[s] crew recruitment, wage and benefits, and health
27 and safety policies and procedures.” (ECF No. 1 ¶ 192.) As part of the program,
28 Defendant claims to have worked directly with “fleets and vessels that supply

1 [Defendant] to review their operations and assist with capacity building, including on
2 issues of crew health, safety, and livelihood.” (*Id.* ¶ 191.)

3 Again, to avoid a Rule 12(b)(6) dismissal, Plaintiff must “plead[] factual content
4 that allows the court to draw the reasonable inference that the defendant is liable for the
5 misconduct alleged.” *Ashcroft*, 556 U.S. at 678 (citing *Twombly*, 550 U.S. at 556).
6 Reading Parties’ papers in favor of the nonmoving party (Plaintiff) as required by Rule
7 12(b)(6), the Court finds that Defendant likely had “notice about the prevalence” of
8 forced labor on the vessels from which it sourced tuna “and failed to take adequate steps
9 to train staff in order to prevent its occurrence” on the vessels that Plaintiffs experienced
10 abuse. *Acevedo*, 713 F. Supp. 3d at 780; *Cahill*, 80 F.3d at 337–38.

11 * * *

12 For the foregoing reasons, the Court finds Plaintiffs sufficiently pled their TVPRA
13 claims. Thus, the Court **DENIES** Defendant’s motion to dismiss Plaintiff’s TVPRA
14 claims.

15 **B. Negligence, Cal. Civ. Code § 1714**

16 **1. Whether the Court Can Exercise Supplemental Jurisdiction**

17 Once judicial power exists under § 1367(a), retention of supplemental jurisdiction
18 over state law claims under § 1367(c) is discretionary. *Acri v. Varian Assocs., Inc.*, 114
19 F.3d 999, 1000 (9th Cir. 1997).

20 § 1367(a), which confers supplemental jurisdiction, provides:

21 [T]he district courts shall have supplemental jurisdiction over all other
22 claims that are so related to claims in the action within such original
23 jurisdiction that they form part of the same case or controversy under
Article III of the United States Constitution.

24 Because the Court has not “dismissed all claims over which it has original
25 jurisdiction” (*see* § 1367(c)(3)) and has not found any of the other factors in § 1367(c) to
26 be met, the Court finds it can exercise supplemental jurisdiction here—even if Plaintiffs
27 have not explicitly raised a claim for it.

28 **2. Whether Defendant Had a Duty to Exercise Ordinary Care**

1 Defendant alleges that Plaintiffs need to establish a “special relationship” to
2 establish duty under Cal. Civ. Code § 1714. Under California law, the elements of a
3 negligence tort cause of action are duty, breach, causation and damages. *Brown v. USA*
4 *Taekwondo*, 253 Cal. Rptr. 3d 708, 722 (2019). In general, each person has a duty to act
5 with reasonable care under the circumstances. *Regents of Univ. of California v. Superior*
6 *Ct.*, 230 Cal.Rptr.3d 415, 432 (2018) (citing Cal. Civ. Code § 1714(a), establishing a
7 “general duty of each person to exercise, in his or activities, reasonable care for the safety
8 of others.”) “However, ‘one owes no duty to control the conduct of another, nor to warn
9 those endangered by such conduct.’ ” *Regents*, 230 Cal.Rptr.3d at 424.

10 A plaintiff alleging that the defendant had a duty to protect her against a third party
11 must establish: (1) that an exception to the general no-duty-to-protect rule applies, for
12 instance, that a special relationship exists, and (2) that the factors enumerated in *Rowland*
13 *v. Christian*, 69 Cal.Rptr.2d 108 (1968), support the imposition of the duty. *Brown v. USA*
14 *Taekwondo*, 253 Cal.Rptr.3d at 723; *Doe by Doe v. Piraino*, 688 F. Supp. 3d 635, 659
15 (M.D. Tenn. 2023). The Court also considers Plaintiffs’ alternative theory Defendant’s
16 conduct amounted to misfeasance. (ECF No. 23 at 32:6–34:14.)

17 **i. Special Relationship**

18 Defendant asserts that Plaintiffs failed to allege that Defendant has a special
19 relationship with “[Rongcheng] [such that it] places [Defendant] in the best position to
20 protect against the risk of harm.” (ECF No. 21:13–15 (citing *Brown*, 253 Cal.Rptr.3d at
21 723).) To plead a special relationship, Plaintiffs must demonstrate “[Defendant’s] ability
22 to control the person who caused the harm must be such that ‘if exercised, [it] would
23 meaningfully reduce the risk of the harm that actually occurred.’ ” *Brown*, 253 Cal.Rptr.3d
24 at 723 (holding, *inter alia*, plaintiffs alleged that the United States Association of
25 Taekwondo (“USAT”) had a special relationship with sexually abusive coach because the
26 USAT had instituted codes of conduct compliant with United States Olympic Committee
27 requirements and the USAT had the power to suspend and expel coaches for ethics
28 violations); *see also Doe 1 v. City of Murrieta*, 126 Cal.Rptr.2d 213 (2002) (police

1 department that sponsored “explorer program” was in special relationship with the teenage
2 explorers and owed them “a duty of care to protect them from foreseeable harm,” including
3 from sexual relationship with police officer who served as adviser during ride-alongs at
4 night); *see also Barenborg v. Sigma Alpha Epsilon Fraternity*, 244 Cal.Rptr.3d 680 (2019)
5 (national fraternity did not have special relationship with its local chapter and therefore had
6 no duty to protect student who was injured at party held by local chapter, despite national
7 fraternity's adoption of policies governing local chapter and ability to discipline chapter for
8 policy violations because it had no ability to prevent injury on a day-to-day basis).

9 Defendant contests that it does not exercise sufficient control over Rongcheng for
10 there to be a special relationship because Defendant does not control the staffing agencies
11 and vessel captains responsible for the vessels on which Plaintiffs suffered forced labor.
12 (ECF No. 22-1 at 33.) Defendant alleges its role is more akin to the United States Olympic
13 Committee that the California Court of Appeals declined to find negligent—since the
14 Committee had only set policies to regulate the USAT, rather than the sexually abusive
15 coach directly. *Brown*, 253 Cal.Rptr.3d at 732. Crucially, in *Brown*, the Court
16 distinguished the Committee from governing bodies that could set requirements for hiring
17 and exercise authority to deny certification to coaches. *Id.*

18 The Court finds that Plaintiffs have sufficiently pled facts to establish a special
19 relationship between Defendant and Rongcheng. Unlike the Committee in *Brown*,
20 Defendant allegedly “set[] policies and procedures for the vessels in its fleet through the
21 FCF “Social Responsibility Program,” and it “set and enforced policies and procedures that
22 each vessel in its FIPs were required to follow.” (ECF No. 23 at 33–34.) Like the
23 governing bodies the *Brown* court specified *would* qualify as having a special relationship
24 with the tortfeasor, Defendant allegedly sets out “crew recruitment, wage and benefits, and
25 health and safety policies and procedures” via its “social responsibility program.” (ECF
26 No. 1 ¶ 192.) Defendant also allegedly has “worked directly with the fleets and vessels
27 that supply [Defendant] to review their operations and assist with capacity building.” (*Id.*
28 ¶ 193.) Defendant further financed and implemented policies for Rongcheng vessels to

1 obtain MSC certification via its FIPs. (*Id.* ¶ 227.) Additionally, at this stage in pleadings,
2 the Court takes Plaintiffs at their word that Defendant can refuse to do business with
3 Rongcheng vessels and take other disciplinary actions against Rongcheng vessels. *Cf.*
4 *Brown*, 253 Cal.Rptr.3d at 723 (USAT had a special relationship with abusive coaches
5 because it had the power to suspend and expel coaches for ethics violations). Thus,
6 Plaintiffs have sufficiently pled a “special relationship” between Defendant and the
7 Rongcheng vessels on which Plaintiffs experienced abuse to survive the motion to dismiss
8 stage.

9 **ii. Rowland Factors**

10 The “*Rowland*” factors—which California courts employ to evaluate whether there
11 should be a categorical exception to the general duty of care—can be generally broken
12 down into “foreseeability” factors and “public policy” considerations. *Hughes*, 723
13 F.Supp.3d at 701; *Fleites*, 2025 WL 2902301, at *20 (C.D. Cal. Sept. 26, 2025). When
14 considering these factors, courts evaluate “not whether they support an exception to the
15 general duty of reasonable care on the facts of the particular case ..., but whether carving
16 out an entire category of cases from that general duty rule is justified by clear
17 considerations of policy.” *Brown*, 253 Cal. Rptr. 3d at 726 (quoting *Regents v. Superior*
18 *Ct.*, 413 P.3d 656, 670 (2018)).

19 The foreseeability factors are “the foreseeability of harm to the plaintiff, the degree
20 of certainty that the plaintiff suffered injury, [and] the closeness of the connection between
21 the defendant's conduct and the injury suffered.” *Social Media Cases*, 2023 WL 6847378,
22 at *24. The policy factors are “the moral blame attached to the defendant's conduct, the
23 policy of preventing future harm, the extent of the burden to the defendant and
24 consequences to the community of imposing a duty to exercise care with resulting liability
25 for breach, and the availability, cost, and prevalence of insurance for the risk involved.”
26 *Id.* Courts should create such an exception only when it is “clearly supported by public
27 policy” and when it is possible to “promulgate relatively clear, categorical, bright-line rules
28 of law applicable to general classes of cases.” *Id.* at 1143–44.

1 Regarding the *Rowland* foreseeability factors, the Court has already found that
2 Defendant “should have known” about the risks of forced labor in the vessels on which
3 Plaintiffs were employed, and that Defendant monetarily benefitted from that forced labor.
4 *Supra* § III.B.2.iv. Thus, the Court finds that the foreseeability factors weigh in favor of
5 Plaintiff.

6 The Court also finds that the *Rowland* policy factors weigh in favor of imposing duty
7 onto Defendant. “[M]oral blame” attaches to Defendant’s conduct because Defendant
8 “could have taken reasonable ameliorative steps earlier but failed to do so.” *Brown*, 253
9 Cal.Rptr.3d at 729. More specifically, Plaintiffs allege Defendant could have adopted
10 human rights policies (such as “a policy banning recruitment fees and deposits, in line of
11 ILO Convention 188, to phase out the use of transshipments”), and Defendant could have
12 refused to do business with Rongcheng vessels upon finding abuse. (*See* ECF No. 1 ¶¶ 23,
13 241.) Further, the societal goal of safeguarding fisherman from forced labor weighs in
14 favor of imposing a duty on Defendant to “take measures to prevent future harm, and that
15 imposing this duty on it would not be unduly burdensome or costly in light of the benefits
16 to society.” *Doe*, 688 F. Supp. 3d at 661 (M.D. Tenn. 2023). Lastly, the fact that Defendant
17 can sponsor FIPs and can participate in the social responsibility program suggests that it
18 would not be “unduly burdensome or costly” to require Defendant to reach the human
19 rights standards it has purportedly set out for itself. In fact, doing so “may foster a greater
20 sense of community confidence in and respect for [Defendant].” *City of Murrieta*, 126
21 Cal.Rptr.2d at 227.

22 **iii. Misfeasance**

23 Alternatively, Plaintiffs allege Defendant’s negligence under a theory of
24 misfeasance. (ECF No. 23 at 32:6–34:14.) Under misfeasance, when a defendant has
25 “create[d] or contribute[d] to the [plaintiff’s] risk of [harm],” the defendant owes the
26 plaintiff a duty of care under Cal. Civ. Code § 1714. *Kuciemba v. Victory Woodworks,*
27 *Inc.*, 310 Cal.Rptr.3d 97, 116 (2023). That legal duty arises when Defendant, “through
28 [its] own action (misfeasance)[,] has made the plaintiff’s position worse and has created a

foreseeable risk of harm from the third person.” *Doe v. Uber Techs., Inc.*, No. 19-CV-03310-JSC, 2020 WL 2097599, at *3 (N.D. Cal. May 1, 2020) (citing *Melton v. Boustred*, 183 Cal. App. 4th 521, 531 (2010)). This includes instances of “liability premised on the conduct of a third party,” at least where the “defendant had a duty to prevent injuries due to its own conduct or possessory control.” *Id.* To plead misfeasance, the “proper question ... is whether the defendant’s ‘entire conduct created a risk of harm’ to the plaintiff.” *Doe v. Uber Techs., Inc.*, 90 F.4th 946, 951 (9th Cir. 2024) (citing *Kuciemba v. Victory Woodworks, Inc.*, 310 Cal.Rptr.3d 97 (2023)).

Here, Defendants’ conduct discussed in prior sections “created the opportunity and [financial] incentive for the vessel owners to abuse Plaintiffs.” (ECF No. 23 at 33:14–15.) Further, as discussed in the prior section on whether Defendant had a special relationship with Rongcheng (*supra* § III.B.2.i), Defendant “controlled the vessels on which Plaintiffs were abused.” (*Id.* at 33:22–24.) Thus, the Court finds that Plaintiffs have adequately alleged that misfeasance triggering Defendant’s duty to protect Plaintiffs from forced labor on Rongcheng vessels.

* * *

For the reasons above, the Court concludes Defendant’s special relationship with Rongcheng vessels, the *Rowland* factors, and Defendant’s misfeasance establish that Defendant had a duty to protect Plaintiffs from becoming victims of forced labor on Rongcheng’s vessels through reasonable protective measures. The Court, therefore, **DENIES** Defendant’s motion to dismiss Plaintiff’s negligence claims.

IV. LEAVE TO AMEND

The Court **GRANTS** Plaintiff leave to amend her claims for injunctive relief under Cal. Civ. Code § 1714.

V. CONCLUSION

For the foregoing reasons, pursuant to Rule 12(b)(1), the Court **GRANTS** Defendant’s motion to dismiss Plaintiffs’ claims for injunctive relief **WITHOUT** **PREDJUDICE**. However, pursuant to Rule 12(b)(6), the Court **DENIES** Defendant’s

1 motion to dismiss Plaintiff's TVPRA claims under 18 U.S.C.A. §§ 1589, 1595(a); and
2 Plaintiff's negligence claims under Cal. Civ. Code § 1714. The Court **GRANTS** Plaintiff
3 leave to amend her claims for injunctive relief under Cal. Civ. Code § 1714. Plaintiff may
4 file an amended complaint on or before **December 3, 2025**.

5 **IT IS SO ORDERED.**

6
7 **DATED: November 12, 2025**


8 **Hon. Cynthia Bashant, Chief Judge**
9 **United States District Court**