

1 LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
2 REBECCA A. PETERSON (241858)  
3 100 Washington Avenue South, Suite 2200  
4 Minneapolis, MN 55401  
5 Telephone: (612) 339-6900  
6 Facsimile: (612) 339-0981  
7 E-mail: rapeterson@locklaw.com

8 [Additional Counsel on Signature Page]  
9 Attorneys for Plaintiffs

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 WESTERN DIVISION

13 **VALERIE WATSON**, individually  
14 and on behalf of a class of similarly  
15 situated individuals,

16 PLAINTIFF,

17 V.

18 **SOLID GOLD PET, LLC**

19 DEFENDANT.

Case No. 2:18-cv-6479

**CLASS ACTION COMPLAINT FOR:**

- (1) VIOLATIONS OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT;
- (2) VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW;
- (3) VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW;
- (4) BREACH OF EXPRESS WARRANTY;
- (5) BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY;
- (6) FRAUDULENT MISREPRESENTATION;
- (7) FRAUD BY OMISSION;
- (8) NEGLIGENT MISREPRESENTATION;

**DEMAND FOR JURY TRIAL**

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1           1.       Plaintiff Valerie Watson, individually and on behalf of all others similarly  
2 situated, by and through her undersigned attorneys, brings this Class Action Complaint  
3 against Defendant Solid Gold Pet, LLC (“Defendant”), alleges the following based upon  
4 personal knowledge as to herself and her own actions, and, as to all other matters,  
5 respectfully alleges, upon information and belief, as follows (Plaintiff believes that  
6 substantial evidentiary support will exist for the allegations set forth herein after a  
7 reasonable opportunity for discovery):

9  
**NATURE OF THE ACTION**  
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11           2.       Defendant packages, labels, markets, advertises, formulates, manufactures,  
12 distributes, and sells pet food under the brand name Solid Gold throughout the United  
13 States, including California.

14           3.       Defendant's promises, warranties, statements, claims, packaging, labeling,  
15 marketing, and advertising ("Marketing") centers on representations that are intended to,  
16 and do, convey to consumers that its products, including its Contaminated Cat Foods  
17 (defined herein), possess certain qualities and characteristics. These representations  
18 include, among other things, claims that the Contaminated Cat Foods:  
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- 20           •       Are holistic, made from “only the best quality ingredients,” and “designed to  
21 support your pet’s overall health and well-being;”
- 22           •       Possess premium nutrition, high quality, and are safe for consumption;
- 23           •       Offer nutrition that is “All that’s good, nothing that’s not;”
- 24           •       Are made of ingredients that needed to “pass strict quality control measures” and  
25 “undergo multiple checkpoints against key health and safety criteria as they are  
26 brought into [Defendant’s] U.S. manufacturing facilities;” and  
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- 1           • Offers pet parents “the opportunity to give their pets great nutrition just like they  
2           want to give to their child...”<sup>1</sup> (collectively, "Quality Claims").

3 The Quality Claims are repeatedly reinforced by representations plastered on product  
4 packaging, labeling, and various marketing and advertising mediums such as Defendant's  
5 website.  
6

7           4. As a result of Defendant's Quality Claims, consumers such as Plaintiff are  
8 lead to believe that Defendant's Contaminated Cat Foods are free from chemicals such as  
9 Bisphenol A ("BPA") and heavy metals like arsenic, mercury, lead, and cadmium  
10 (collectively, "Heavy Metals") – all known to pose health risks to humans and animals.  
11

12           5. In actuality, Defendant's Contaminated Cat Foods contain levels of BPA and  
13 Heavy Metals that are material to reasonable consumers.

14           6. Consumers such as Plaintiff were not aware that the Contaminated Cat Foods  
15 contained BPA and/or Heavy Metals. Notably, the Contaminated Cat Foods Marketing  
16 does not disclose the presence of BPA and Heavy Metals anywhere.  
17

18           7. Defendant's engaged in deceptive, misleading, and false Marketing practices  
19 by expressly representing the Contaminated Cat Foods as possessing the Quality Claims  
20 despite the presence of BPA and Heavy Metals at levels that are material to reasonably  
21 consumers such as Plaintiff.  
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23           8. By deceptively, misleadingly, and falsely Marketing the Contaminated Cat  
24 Foods with Quality Claims, Defendant wrongfully capitalized on, and reaped enormous  
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28 <sup>1</sup> <https://www.solidgoldpet.com/interviews/>

1 profits from, consumers who paid the purchase price or a premium for products that were  
2 not as advertised.

3 9. Defendant's Quality Claims Marketing of the Contaminated Cat Foods is  
4 deceptive, misleading, unfair, and false to Plaintiff and other consumers under the  
5 consumer protection laws of California.  
6

7 10. Based on Defendant's supposed stringent quality control measures, it knew  
8 or should have known that the Contaminated Cat Foods contained BPA and Heavy Metals.  
9 As such, Defendant acted negligently, recklessly, and/or intentionally with its wrongful  
10 Quality Claims Marketing and failure to disclose the BPA and Heavy Metals contained in  
11 the Contaminated Cat Foods.  
12

13 11. Defendants' deceptive, misleading, unfair, and false Marketing has and  
14 continues to harm consumers by inducing them to purchase the Contaminated Cat Foods  
15 that are not as advertised. Defendant has been unjustly enriched as a result of their  
16 wrongful conduct. For these reasons, Plaintiff seeks the relief set forth herein.  
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18 12. Additionally, Defendant knew or should have been aware that a consumer  
19 would be feeding the Contaminated Cat Foods multiple times each day to his or her cat,  
20 making it the main, if not only, source of food. This leads to repeated exposure of the  
21 heavy metals and/or BPA to the cat.  
22

23 13. Defendant has wrongfully and misleadingly advertised and sold the  
24 Contaminated Cat Foods without any label or warning indicating to consumers that these  
25 products contain heavy metals, or that these toxins can accumulate over time in the cat's  
26 body to the point where poisoning, injury, and/or disease can occur.  
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**PARTIES**

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2 18. Plaintiff is, and at all times relevant hereto has been, a citizen of the state of  
3 California. Plaintiff purchased the following Contaminated Cat Foods for her 11-year-old  
4 cats, Gray Kitty and Orange Kitty: Solid Gold Fit as a Fiddle with Alaskan Pollock.  
5 Plaintiff purchased a 12-pound bag of the Contaminated Cat Foods on average every four  
6 to six weeks between approximately May 2014 and January 2018, from Petco, PetSmart,  
7 and chewy.com. Prior to purchasing the Contaminated Cat Foods, Plaintiff saw the  
8 product's nutritional claims on the packaging, which she relied on in deciding to purchase  
9 the Contaminated Cat Foods. Plaintiff purchased the Contaminated Cat Foods because she  
10 wanted to provide her cats with quality, natural food. Based on the false and misleading  
11 claims, warranties, representations, advertisements, and other marketing by Defendant,  
12 Plaintiff was unaware that the Contaminated Cat Foods contained any level of heavy  
13 metals, chemicals, or toxins.  
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17 19. As the result of the Defendant's negligent, reckless, and/or knowingly  
18 deceptive conduct as alleged herein, Plaintiff was injured when she paid the purchase price  
19 or a price premium for the Contaminated Cat Foods that did not deliver what Defendant  
20 promised. She paid for the Contaminated Cat Foods on the assumption that their labeling  
21 was accurate and based on Defendant's representations that it was holistic, premium  
22 nutrition, superior quality and safe for consumption. Plaintiff would not have paid this  
23 money had she known the Contaminated Cat Foods contained any levels of the heavy  
24 metals, chemicals, and/or toxins. Moreover, Plaintiff would not have purchased the  
25 Contaminated Cat Foods if she knew they included heavy metals and BPA. Plaintiff was  
26 further injured because the Contaminated Cat Foods have no or *de minimis* value based on  
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1 the presence of the alleged heavy metals, chemicals, and toxins. Damages can be  
2 calculated through expert testimony at trial. Further, should Plaintiff encounter the  
3 Contaminated Cat Foods in the future, she could not rely on the truthfulness of the  
4 packaging, absent corrective changes to the packaging and advertising of the Contaminated  
5 Cat Foods.  
6

7 20. Defendant Solid Gold Pet, LLC is incorporated in Delaware. Its corporate  
8 headquarters and principal place of business, as of April 2018, is located in Chesterfield,  
9 Missouri.  
10

11 21. Defendant formulates, develops, manufactures, packages, labels, distributes,  
12 markets, advertises, and sells the Contaminated Cat Foods throughout the United States,  
13 including in California. The Marketing for the Contaminated Cat Foods, relied upon by  
14 Plaintiff, was overseen, created, allowed, and/or authorized by Defendant and their agents,  
15 and was disseminated by Defendant and their agents through Marketing that contained the  
16 misrepresentations alleged herein. The Marketing for the Contaminated Cat Foods was  
17 designed to encourage consumers to purchase the Contaminated Cat Foods and lead  
18 reasonable consumers, *i.e.*, Plaintiff and the Class, into purchasing the Contaminated Cat  
19 Foods. Defendant negligently, recklessly, and/or intentionally oversaw, created, allowed,  
20 and/or authorized the deceptive, misleading, unfair, and/or false Marketing for the  
21 Contaminated Cat Foods.  
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**FACTUAL ALLEGATIONS**

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**Defendant's Deceptive, Misleading, Unfair, and False Marketing of Its Contaminated Cat Foods**

22. Defendant formulates, develops, manufactures, labels, packages, distributes, markets, advertises, and sells its extensive lines of dry and wet cat food products across the United States, including the Contaminated Cat Foods.

23. The Contaminated Cat Foods are available at numerous retail and online outlets in the United States, including in the state of California.

24. The Contaminated Cat Foods are widely marketed and advertised, and Defendant employs a Vice President of Marketing, Vice President of Ecommerce Sales, and Director of Brand and Digital Marketing.

25. The Contaminated Cat Foods include the following:



1 (a) Solid Gold Grain Free Fit as a Fiddle Fresh Caught Alaskan Pollock  
2 Dry Cat Food  
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15 (b) Solid Gold Grain Free Indigo Moon Chicken and Egg Dry Cat Food  
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(c) Solid Gold Grain Free High Protein with Chicken Dry Cat Food



(d) Solid Gold Blended Tuna Recipe in Gravy Wet Cat Food



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(e) Solid Gold Mackerel and Tuna Recipe in Gravy Wet Cat Food



(f) Solid Gold Sea Bream and Tuna Recipe in Gravy Wet Cat Food



26. Defendant's Marketing campaign goes to great lengths to associate its pet food products, including the Contaminated Pet Foods, as being nutritious, healthy, holistic, high quality, and possessing stringent quality controls.

27. For instance, Defendant states that its mission is to “provide dogs and cats with the best possible food, treats and wellness supplements that allow them to live a long, healthy life.”

1           28. Defendant further states that it is “holistic pet nutrition that’s carefully  
2 formulated to unleash your pet’s amazing nature” and uses “high-quality, purposeful  
3 ingredients.”

4           29. Defendant promotes its quality control standards by stating, “Regardless of  
5 sourcing, all of our ingredients undergo multiple checkpoints against key health and safety  
6 criteria as they are brought into our U.S. manufacturing facilities....”

8           30. Further, Defendant's Marketing states its Contaminated Cat Foods are  
9 “holistic pet nutrition that’s carefully formulated to unleash your pet’s amazing nature”  
10 and “Always formulated for your pet’s optimal nutrition [and] what goes into a Solid Gold  
11 food is just as important as what does not.”

13           31. In fact, Solid Gold includes a stamp on the front of its dry food packaging  
14 proclaiming itself the “Gold standard in holistic pet nutrition”:



23           32. The Defendant’s official website displays the Contaminated Cat Foods,  
24 complete with descriptions and complete lists of ingredients. Defendant’s website also  
25 states its "Nutrition Philosophy" is “All that’s good, nothing that’s not” and further touts:

27           Powerful proteins. Vitamin-rich super foods. Balanced ingredients. For over  
28           40 years, we've traveled the world in search of the most nutritious ingredients

1 on earth. The result: holistic pet nutrition that's carefully formulated to  
2 unleash your pet's amazing nature.

3 33. The website proclaims "Superfoods for Super Pets" that "unlock your pet's  
4 healthiest self", and explains:

5 Solid Gold has over 40 years of experience developing transformative  
6 nutrition for your pet. All of our balanced dry food recipes have 20 nutrient-  
7 dense superfoods and clean, high-quality proteins. Our holistic recipes are  
8 designed to support your pet's overall health and wellbeing—including mind,  
9 body and spirit.

10 34. Defendant claims to “always have your pet’s health in mind.”

11 35. On Defendant’s Facebook page, it describes itself as “America’s first holistic  
12 pet food [with] more than 40 years of experience developing transformative nutrition for  
13 your pet.” Defendant also claims, “Solid Gold led the charge in creating premium nutrition  
14 for dogs and cats.”

15 36. Defendant's Marketing also continually emphasizes its supposed strict  
16 quality controls. For instance, the Marketing for the Contaminated Cat Foods states they  
17 are made with “only high quality ingredients that pass strict quality control measures.”  
18 Defendant offered further assurances by representing that the ingredients utilized in the  
19 Contaminated Cat Foods had to pass “strict quality control measures” and went through  
20 “multiple checkpoints against key health and safety criteria.”

21 37. Defendant also assures its customers that it “oversees the manufacturing  
22 process of products from partnering with qualified ingredient suppliers, to receipt of high  
23 quality ingredients, recipe blending, and lab testing samples from each batch that is  
24 produced.”  
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38. Defendant specifically claims that its canned tuna products, including those listed in the Contaminated Cat Foods, also “meet our high quality and safety standards.” Defendant further stated that it “perform[s] random sampling of our tuna products for mercury and have never had a positive result.”

**Defendant Negligently, Recklessly, and/or Intentionally Omitted Any Mention of the Presence of BPA and Heavy Metals**

39. Consumers such as Plaintiff are reasonably led to believe the Contaminated Cat Foods do not contain BPA, Heavy Metals, or any other potentially harmful substances based on Defendant's Quality Claims Marketing portraying the Contaminated Cat Foods as holistic, nutritious, healthy, high Quality, and possessing stringent quality controls.

40. However, third-party testing has revealed that Defendant's Marketing Contaminated Cat Foods do in fact contain levels of BPA and Heavy Metals that are material to a reasonable consumer:

Product Name	arsenic ug per kg	bpa ug per kg	cadmium ug per kg	mercury ug per kg	lead ug per kg
Solid Gold Grain Free Fit as a Fiddle Fresh Caught Alaskan Pollock Dry Cat Food	402.30	151.60	49.80	6.30	76.50
Solid Gold Grain Free Indigo Moon Chicken and Egg Dry Cat Food	124.00	102.60	26.50	2.90	64.90
Solid Gold Grain Free, High Protein With Chicken Dry Cat Food	42.70	169.70	24.20	2.70	108.60
Solid Gold Blended Tuna Recipe in Gravy Wet Cat Food	1661.20	118.50	23.60	30.20	0.00

Product Name	arsenic ug per kg	bpa ug per kg	cadmium ug per kg	mercury ug per kg	lead ug per kg
Solid Gold Mackerel and Tuna Recipe in Gravy Wet Cat Food	1527.30	0.00	31.20	41.60	4.80
Solid Gold Sea Bream and Tuna Recipe in Gravy Wet Cat Food	1112.00	0.00	18.10	53.30	0.00

41. Yet Defendant's Marketing does not state the Contaminated Cat Foods contain BPA or Heavy Metals anywhere.

42. As a result of Defendant's deceptive, misleading, unfair, and false Marketing and omissions, a reasonable consumer would have no reason to suspect the presence of BPA or Heavy Metals in the Contaminated Cat Foods without conducting his or her own scientific tests, or reviewing third party scientific testing of these products.

43. Based on Defendant's Quality Claims, it had a duty to ensure the Contaminated Cat Foods were as represented and not deceptively, misleadingly, unfairly, and falsely Marketed.

44. Further, based on Defendant's supposed stringent quality controls and assurances, Defendant knew or should have known the Contaminated Cat Foods possessed BPA and Heavy Metals. As such, Defendant acted negligently, recklessly, and/or intentionally with its deceptive, misleading, unfair, and false Marketing and omissions.

45. Based on its deceptive, misleading, unfair, and false Marketing, Defendant charges a premium, knowing that the Quality Claims are something an average consumer would consider as a reason in picking a more expensive cat food. Through Defendant's

1 deceptive, misleading, unfair, and false Marketing of the Contaminated Cat Foods as  
2 possessing the Quality Claims, it wrongfully capitalized on, and reaped enormous profits  
3 from, consumers' strong preference for pet food with such qualities.

4 **The Pet Food Industry, including Defendant, Knows that The Average Consumer**  
5 **Cares and Considers What They Are Feeding Their Pet**

6 46. The Pet Food industry has been reporting on the Humanization of both pets  
7 and pet food for years.

8  
9 47. A recent survey done by a Pet Food giant showed that “95 percent [of pet  
10 owners] of agreed they saw their canine as part of the family.” And 73 percent of them  
11 responded they would make sure their “pet gets food before they do.”<sup>2</sup>

12  
13 48. But this is nothing new, as in 2017, a survey had reported the same results:  
14 “In the US, 95% of pet owners consider their pets to be part of the family—up 7 points  
15 from 2007, according to a survey by Harris Poll.”<sup>3</sup>

16  
17 49. Indeed, based on this, it was reported that “there isn't much people won't do  
18 for their pets, and this sentiment has only strengthened over the past few years, especially  
19 for pet food. Pet food accounts for 76% of the pet care category, representing a significant  
20 opportunity for pet companies.”<sup>4</sup>

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<sup>2</sup> <https://people.com/pets/study-women-prefer-dogs-to-partner/>

26 <sup>3</sup> <https://www.petfoodindustry.com/articles/5695-report---say-pets-are-part-of-the-family>

27 <sup>4</sup> *Id.*



1           50. And, pet owners want “pet food options that address the same health  
2 concerns currently influencing human food production, such as unnatural preservatives and  
3 genetically modified ingredients—and they’re serious about these preferences.”<sup>5</sup>

4           51. “Treating pets like one of the family continues to be a popular trend among  
5 pet owners; however, today, their purchases are more and more functionally driven as  
6 health becomes a top priority”

8           52. Defendant’s Marketing uses this shift in paradigm of pet owners of  
9 humanization of pet food and viewing pets as family: “Solid Gold is a group of animal  
10 lovers, explorers, and nutritionists who want to give their pets the best. Our pets give so  
11 much to us so we’ve made it our mission to return the favor by giving them what they  
12 deserve – premium, holistic, natural products that allow these amazing animals to look and  
13 feel great while they live life to the fullest.”<sup>6</sup>

15           “Our mission is to create the kind of nutrition that will change pets’ lives in mind,  
16 body, and spirit. That’s why, for over 40 years, we’ve scoured the earth looking for  
17 simple, natural ingredients that unleash the very best in your pet, which we call their  
18 “inner gold! We are interested in much more than just a healthy, natural diet – we  
19 strive to provide a way of life that allows each pet to fulfill their destiny, while  
20 looking and feeling great! There’s nothing more satisfying than seeing your pet  
21 happy inside and out.”

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25 <sup>5</sup> <http://www.nielsen.com/us/en/insights/reports/2016/the-humanization-of-pet-food.html>

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27 <sup>6</sup> <https://www.solidgoldpet.com/about/>

1 53. In fact, CEO and President Bob Rubin touts that “At Solid Gold we firmly  
2 believe pets are part of the family. And so we want to make sure we are offering pet parents  
3 the opportunity to give their pets great nutrition just like they want to give to their child...”<sup>7</sup>

4 **The Inclusion of Heavy Metals and/or BPA Is Material to a Reasonable Consumer**  
5 **Based on the Inherent and Known Risks of Consumption and/or Exposure**

6 54. Consumption and/or Exposure to Heavy Metals and/or BPA carry known  
7 risks.  
8

9 55. For instance, based on the risks associated with exposure to higher levels of  
10 arsenic, both the U.S. Environmental Protection Agency (“EPA”) and U.S. Food and Drug  
11 Administration (“FDA”) have set limits concerning the allowable limit of arsenic at 10  
12 parts per billion (“ppb”) for human consumption in apple juice (regulated by the FDA) and  
13 drinking water (regulating by the EPA). Moreover, the FDA is considering limiting the  
14 action level for arsenic in rice cereal for infants to 100 ppb.<sup>8</sup>  
15

16 56. Arsenic is deadly to cats in doses of just one to twelve milligrams per pound  
17 of body weight. Additionally, drinking water with levels greater than 0.25ppm is  
18 considered potentially toxic, especially to large animals.  
19

20 57. Arsenic poisoning can be caused by acute and/or repeated exposure to the  
21 toxin over a long period of time. Arsenic toxicity can affect the gastrointestinal and  
22 cardiovascular systems, as well as lead to circulatory collapse.  
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25 <sup>7</sup> <https://www.solidgoldpet.com/interviews/>

26 <sup>8</sup> FDA, Draft Guidance for Industry: Inorganic Arsenic in Rice Cereals for Infants:  
27 Action Level (Apr. 2016),  
28 <https://www.fda.gov/downloads/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/UCM493152.pdf>.

1           58. Lead is another carcinogen and toxin known to cause health problems.  
2 Exposure to lead in food can build up over time and has been scientifically demonstrated  
3 to lead to the development of chronic poisoning, cancer, developmental disorders, and  
4 affect normal cell metabolism as well as cause serious injuries to the central nervous and  
5 gastrointestinal systems.  
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7           59. Mercury can cause damage to the kidneys and neurological, cardiovascular,  
8 and nervous systems in cats. Exposure to mercury can also interfere with metabolic  
9 activity, leading to tissue necrosis and degeneration. Continued exposure to mercury can  
10 also injure the inner surfaces of the digestive tract and abdominal cavity.<sup>9</sup>  
11

12           60. Cadmium is extremely toxic and has toxic biological effects at  
13 concentrations smaller than almost any commonly found mineral. Exposure to cadmium  
14 has been observed to cause anemia, liver disease, and nerve or brain damage in animals  
15 eating or drinking it. The U.S. Department of Health and Human Services has determined  
16 that cadmium and cadmium compounds are known human carcinogens and the EPA has  
17 likewise determined that cadmium is a probable human carcinogen.  
18

19           61. Finally, BPA, an industrial chemical that is an endocrine disruptor, has been  
20 linked to various health issues, including reproductive disorders, heart disease, diabetes,  
21 cancer, and neurological problems. The dangers of BPA in human food are recognized by  
22 the FDA, as well as by the state of California. For instance, manufacturers and wholesalers  
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26 <sup>9</sup> Defendant has specifically addressed concerns regarding the presence of mercury in its  
27 products, stating that it performs random testing of its tuna products for mercury and has  
28 “never had a positive result.”

1 are prohibited from selling any children's products that contain BPA and any infant  
2 formula, baby food, or toddler food stored in containers with intentionally-added BPA.

3 62. Based on the foregoing, reasonable consumers, like Plaintiff, would consider  
4 the mere inclusion of BPA and Heavy Metals in the Contaminated Cat Foods a material  
5 fact when considering what pet food to purchase.  
6

7 63. Despite the known risks of exposure to BPA and Heavy Metals, Defendant  
8 negligently, recklessly, and/or knowingly sold the Contaminated Cat Foods without  
9 disclosing they contain BPA or Heavy Metals.  
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11 64. Despite the known risks of exposure to these heavy metals, Defendant has  
12 negligently, recklessly, and/or knowingly sold the Contaminated Cat Foods without  
13 disclosing they contain BPA or Heavy Metals to consumers like Plaintiff.  
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15 65. Additionally, Defendant knew or should have been aware that a consumer  
16 would be feeding the Contaminated Cat Foods multiple times each day to his or her cat,  
17 making it the main, if not only, source of food. This leads to repeated exposure of the BPA  
18 or Heavy Metals to the cat.

19 66. Defendant has wrongfully and misleadingly advertised and sold the  
20 Contaminated Cat Foods without any label or warning indicating to consumers that these  
21 products contain BPA or Heavy Metals, or that these toxins can accumulate over time in  
22 the cat's body to the point where poisoning, injury, and/or disease can occur.  
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24 67. Defendant's omissions are material, false, misleading, and reasonably likely  
25 to deceive the public. This is true especially in light of the long-standing campaign by  
26 Defendant to market the Contaminated Cat Foods as holistic and natural in order to induce  
27 consumers, such as Plaintiff, to purchase the products. For instance, Defendant markets  
28

1 the Contaminated Cat Foods as “holistic” and “premium nutrition,” using “only the best  
2 quality ingredients on earth,” both on the products’ packaging and on Defendant’s website.

3 68. Defendant further states that it is “holistic pet nutrition that’s carefully  
4 formulated to unleash your pet’s amazing nature” and uses “high-quality, purposeful  
5 ingredients.”  
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7 69. Defendant promotes its quality control standards by stating, “Regardless of  
8 sourcing, all of our ingredients undergo multiple checkpoints against key health and safety  
9 criteria as they are brought into our U.S. manufacturing facilities....”  
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11 70. Defendant has specifically addressed concerns regarding the presence of  
12 mercury in its products, stating that it performs random testing of its tuna products for  
13 mercury and has “never had a positive result.”<sup>10</sup>

14 71. The use of such representations, descriptions, and promises makes  
15 Defendant’s marketing campaign deceptive based on the presence of heavy metals in the  
16 Contaminated Cat Foods. Reasonable consumers, like Plaintiff, would consider the mere  
17 inclusion of heavy metals in the Contaminated Cat Foods a material fact when considering  
18 what pet food to purchase. Defendant’s above-referenced statements, representations,  
19 partial disclosures, and omissions are false, misleading, and crafted to deceive the public  
20 as they create an image that the Contaminated Cat Foods are healthy, safe, and free of  
21 heavy metals such as arsenic, mercury, lead, and cadmium.  
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24 72. Moreover, a reasonable consumer, such as Plaintiff and other members of the  
25 Class (as defined herein), would have no reason to not believe Defendant’s claims that the  
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28 <sup>10</sup> <https://www.solidgoldpet.com/faq/> (Last accessed April 18, 2018.)

1 Contaminated Cat Foods are holistic, premium nutrition, and made of “only the best quality  
2 ingredients.” Non-disclosure and/or concealment of the toxins in the Contaminated Cat  
3 Foods coupled with the misrepresentations alleged herein by Defendant promoting its food  
4 as “all that’s good, nothing that’s not” is intended to and does, in fact, cause consumers,  
5 like Plaintiff and the members of the class, to purchase a product they would not have  
6 bought if the true quality and ingredients were disclosed or pay a premium for such cat  
7 food. As a result of these false or misleading statements and omissions, Defendant has  
8 generated substantial sales of the Contaminated Cat Foods.  
9

10 **Plaintiff’s Reliance Was Reasonable and Foreseen by Defendant**  
11

12 73. When making her purchasing decisions, Plaintiff reasonably relied on  
13 Defendant’s misleading, deceptive, unfair, and false Quality Claims on the Marketing of  
14 the Contaminated Cat Foods.  
15

16 74. Any reasonable consumer would consider the Marketing of a product when  
17 deciding whether to purchase a product, such as the Quality Claims relied on by Plaintiff  
18 when purchasing the Contaminated Cat Foods.  
19

20 75. Defendant’s Marketing campaign has been sufficiently lengthy in duration  
21 and widespread in dissemination that it would be unrealistic to require Plaintiff to plead  
22 reliance upon each advertised misrepresentation.  
23

24 76. The use of Defendant's Quality Claims makes its Marketing campaign  
25 deceptive, misleading, unfair, and false based on the presence of BPA and Heavy Metals  
26 in the Contaminated Cat Foods. Defendant’s above-referenced Marketing and omissions  
27 are crafted to deceive the public by creating an image that the Contaminated Cat Foods are  
28

1 nutritious, healthy, high quality, possess stringent quality standards, and are free of BPA  
2 and Heavy Metals.

3 77. Moreover, a reasonable consumer, such as Plaintiff and other members of the  
4 Class, would have no reason to not believe Defendant's Quality Claims. Non-disclosure  
5 and/or concealment of the BPA and Heavy Metals in the Contaminated Cat Foods coupled  
6 with the deceptive, misleading, unfair, and false Marketing alleged herein by Defendant is  
7 intended to and does, in fact, cause consumers, like Plaintiff and the members of the class,  
8 to purchase a product they would not have bought if the true quality and ingredients were  
9 disclosed.  
10

11  
12 **Defendant's Knowledge and Notice of Its Breaches of Express and Implied**  
13 **Warranties**

14 78. Defendant had sufficient notice of its breaches of express and implied  
15 warranties. Defendant has, and had, exclusive knowledge of the physical and chemical  
16 makeup of the Contaminated Cat Foods.

17  
18 79. Additionally, Defendant received notice and/or should have been aware of  
19 the contaminants in its cat food, including the Contaminated Cat Foods, through various  
20 news articles and media releases, which found levels of heavy metals and byproduct  
21 contaminants in Defendant's cat food products.

22 **Privity Exists with Plaintiff and the Proposed Class**

23  
24 80. Defendant knew that consumers such as Plaintiff and the Class would be the  
25 end purchasers of the Contaminated Cat Foods and the target of its advertising and  
26 statements.  
27  
28

1 81. Defendant intended that its Marketing would be considered by the end  
2 purchasers of the Contaminated Cat Foods, including Plaintiff and the Class.

3 82. Defendant directly marketed to Plaintiff and the Class through statements on  
4 their packaging, labeling, marketing, and advertising.

5 83. Plaintiff and the proposed Class are the intended beneficiaries of the  
6 expressed and implied warranties.

7  
8 **CLASS ACTION ALLEGATIONS**

9 84. Plaintiff brings this action individually and on behalf of the following Class  
10 pursuant to Rules 23(a) and 23(b)(2) and (3) of the Federal Rules of Civil Procedure:

11  
12 All persons who are citizens of the State of California who, from August 1,  
13 2013, to the present, purchased the Contaminated Cat Foods for household  
14 or business use, and not for resale (the "Class").

15 85. Excluded from the Class are the Defendant, any parent companies,  
16 subsidiaries, and/or affiliates, officers, directors, legal representatives, employees, co-  
17 conspirators, all governmental entities, and any judge, justice, or judicial officer presiding  
18 over this matter.

19 86. This action is brought and may be properly maintained as a class action.  
20 There is a well-defined community of interests in this litigation and the members of the  
21 Class are easily ascertainable.

22 87. The members in the proposed Class are so numerous that individual joinder  
23 of all members is impracticable, and the disposition of the claims of the Class members in  
24 a single action will provide substantial benefits to the parties and Court.

25 88. Questions of law and fact common to Plaintiff and the Class include, but are  
26 not limited to, the following:  
27  
28



- 1 (a) whether Defendant owed a duty of care to Plaintiff and the Class;
- 2 (b) whether Defendant knew or should have known that the Contaminated  
3 Cat Foods contained heavy metals and/or BPA;
- 4 (c) whether Defendant wrongfully represented and continues to represent  
5 that the Contaminated Cat Foods possess the Quality Claims;
- 6 (d) whether Defendant wrongfully failed to state that the Contaminated  
7 Cat Foods contained heavy metals and/or BPA;
- 8 (e) whether Defendant's Quality Claims on its Marketing are deceptive,  
9 misleading, unfair, and/or false;
- 10 (f) whether Defendant's Quality Claims are likely to deceive a reasonable  
11 consumer;
- 12 (g) whether a reasonable consumer would consider the presence of heavy  
13 metals and/or BPA as a material fact in purchasing pet food;
- 14 (h) whether Defendant knew or should have known its Quality Claims are  
15 deceptive, misleading, unfair, and/or false;
- 16 (i) whether Defendant continues to disseminate the Quality Claims  
17 despite knowledge that the Quality Claims are deceptive, misleading,  
18 unfair, and/or false;
- 19 (j) whether Defendant's wrongful conduct alleged herein was negligent,  
20 reckless, and/or intentional;
- 21 (k) whether a representation that a product does not contain arsenic and/or  
22 lead is material to a reasonable consumer;
- 23 (l) whether Defendant violated California law;
- 24 (m) whether Defendant breached their express warranties;
- 25 (n) whether Defendants breached their implied warranties;
- 26 (o) whether Defendants engaged in unfair trade practices;
- 27 (p) whether Defendants engaged in false advertising;
- 28 (q) whether Defendants made negligent, reckless, and false  
misrepresentations and omissions;
- (r) whether Plaintiff and the members of the Class are entitled to actual,  
statutory, and punitive damages; and

1 (s) whether Plaintiff and members of the Class are entitled to declaratory  
2 and injunctive relief.

3 89. Defendant engaged in a common course of conduct giving rise to the legal  
4 rights sought to be enforced by Plaintiff individually and on behalf of the other members  
5 of the Class. Identical statutory violations and business practices and harms are involved.  
6 Individual questions, if any, are not prevalent in comparison to the numerous common  
7 questions that dominate this action.

8 90. Plaintiff's claims are typical of those of the members of the Class in that they  
9 are based on the same underlying facts, events, and circumstances relating to Defendant's  
10 conduct.  
11

12 91. Plaintiff will fairly and adequately represent and protect the interests of the  
13 Class, has no interests incompatible with the interests of the Class, and has retained counsel  
14 competent and experienced in class action, consumer protection, and false advertising  
15 litigation.  
16

17 92. Class treatment is superior to other options for resolution of the controversy  
18 because the relief sought for each member of the Class is small such that, absent  
19 representative litigation, it would be infeasible for members of the Class to redress the  
20 wrongs done to them.  
21

22 93. Questions of law and fact common to the Class predominate over any  
23 questions affecting only individual members of the Class.  
24

25 94. As a result of the foregoing, class treatment is appropriate.  
26  
27  
28

**CLAIMS FOR RELIEF**

**COUNT I**

**Violations of California's Consumer Legal Remedies Act, California Civil Code §§1750, *Et Seq.*, Against Defendants on Behalf of the Class**

1  
2  
3  
4  
5 95. Plaintiff incorporates by reference and realleges each and every allegation  
6 contained above, as though fully set forth herein.

7  
8 96. Plaintiff and each Class member is a "consumer," as that term is defined in  
9 California Civil Code section 1761(d).

10 97. The Contaminated Cat Foods are "goods," as that term is defined in  
11 California Civil Code section 1761(a).

12 98. Defendant is a "person" as that term is defined in California Civil Code  
13 section 1761(c).

14  
15 99. Plaintiff and each proposed Class member's purchase of Defendant's  
16 products constituted a "transaction," as that term is defined in California Civil Code section  
17 1761(e).

18  
19 100. Defendant's conduct alleged herein violates the following provisions of  
20 California's Consumer Legal Remedies Act (the "CLRA"):

21 (a) California Civil Code section 1770(a)(5), by negligently, recklessly,  
22 and/or intentionally representing the Contaminated Cat Foods with Healthy Claims and  
23 failing to disclose the presence of heavy metals and BPA in the Contaminated Cat Foods;

24 (b) California Civil Code section 1770(a)(7), by negligently, recklessly,  
25 and/or intentionally representing that the Contaminated Cat Foods were of a particular  
26 standard, quality, or grade, when they were of another;  
27  
28

1 (c) California Civil Code section 1770(a)(9), by negligently, recklessly,  
2 and/or intentionally advertising the Contaminated Cat Foods with intent not to sell them as  
3 advertised; and

4 (d) California Civil Code section 1770(a)(16), by representing that the  
5 Contaminated Cat Foods have been supplied in accordance with previous representations  
6 when they have not.

8 101. As a direct and proximate result of these violations, Plaintiff and the Class  
9 have been harmed, and that harm will continue unless Defendant is enjoined from using  
10 the misleading marketing, advertising, and labeling described herein in any manner in  
11 connection with the sale of the Contaminated Cat Foods.

13 102. Plaintiff seeks an award of attorneys' fees pursuant to, inter alia, California  
14 Civil Code section 1780(e) and California Code of Civil Procedure section 1021.5.

16 **COUNT II**

17 **Violations of California False Advertising Law, California Business**  
18 **& Professions Code §§17500, *Et Seq.*, Against Defendants on Behalf of the Class**

19 103. Plaintiff incorporates by reference and realleges each and every allegation  
20 contained above, as though fully set forth herein.

21 104. California's False Advertising Law prohibits any statement in connection  
22 with the sale of goods "which is untrue or misleading." Cal. Bus. & Prof. Code §17500.

23 105. Defendant's representations that the Contaminated Cat Foods possess the  
24 Quality Claims in conjunction with the products' containing undisclosed heavy metals and  
25 BPA, are untrue or misleading and likely to deceive the public.  
26

1 106. Defendant knew, or reasonably should have known, that all of the Quality  
2 Claims are untrue or misleading.

3 107. Defendant's conduct is ongoing and continuing, such that prospective  
4 injunctive relief is necessary, especially given Plaintiff's desire to purchase these products  
5 in the future if she can be assured that the Contaminated Cat Foods are as advertised and  
6 do not contain such high levels heavy metals and BPA.

8 108. Plaintiff and members of the Class are entitled to injunctive and equitable  
9 relief, and restitution in the amount they spent on the Contaminated Cat Foods.

11 **COUNT III**

12 **Violations of the Unfair Competition Law, California Business &**  
13 **Professions Code §§17200, *Et Seq.*, Against Defendants on Behalf of the California**  
14 **Class**

15 109. Plaintiff incorporates by reference and realleges each and every allegation  
16 contained above, as though fully set forth herein.

17 110. The Unfair Competition Law prohibits any "unlawful, unfair or fraudulent  
18 business act or practice." Cal. Bus. & Prof. Code §17200.

19  
20 **Fraudulent**

21 111. Defendant's Quality Claims for the Contaminated Cat Foods are literally  
22 false and likely to deceive the public, as is Defendant's failure to disclose the presence of  
23 heavy metals and BPA in the Contaminated Cat Foods.

24  
25 **Unlawful**

26 112. As alleged herein, Defendant has marketed, advertised, and labeled the  
27 Contaminated Cat Foods with deceptive, misleading, or false, such that Defendant's  
28 actions as alleged herein violate at least the following laws:

- 1           • The CLRA, California Business & Professions Code sections 1750, *et seq.*;
- 2 and
- 3           • The False Advertising Law, California Business & Professions Code
- 4 sections 17500, *et seq.*

5 **Unfair**

6           113. Defendant's conduct with respect to the Marketing of the Contaminated Cat  
7 Foods is unfair because Defendant's conduct was immoral, unethical, unscrupulous, or  
8 substantially injurious to consumers and the utility of its conduct, if any, does not outweigh  
9 the gravity of the harm to its victims.

10  
11           114. Defendant's conduct with respect to the Marketing of the Contaminated Cat  
12 Foods is also unfair because it violates public policy as declared by specific constitutional,  
13 statutory, or regulatory provisions, including, but not limited to, the False Advertising Law  
14 and the CLRA.

15  
16           115. Defendant's conduct with respect to the Marketing of the Contaminated Cat  
17 Foods is also unfair because the consumer injury is substantial, not outweighed by benefits  
18 to consumers or competition, and not one consumers, themselves, can reasonably avoid.

19  
20           116. In accordance with California Business & Professions Code section 17203,  
21 Plaintiff seeks an order enjoining Defendant from continuing to conduct business through  
22 fraudulent or unlawful acts and practices and to commence a corrective advertising  
23 campaign. Defendant's conduct is ongoing and continuing, such that prospective  
24 injunctive relief is necessary.

25  
26           117. On behalf of herself and the Class, Plaintiff also seeks an order for the  
27 restitution of all monies from the sale the Contaminated Cat Foods, which were unjustly  
28 acquired through acts of fraudulent, unfair, or unlawful competition.

**COUNT IV**

**Breach of Express Warranty Against Defendant on Behalf of the Class**

1  
2  
3 118. Plaintiff incorporates by reference and realleges each and every allegation  
4 contained above, as though fully set forth herein.

5  
6 119. Defendant labeled, packaged, marketed, advertised, and sold its  
7 Contaminated Cat Foods into the stream of commerce with the intent that the Contaminated  
8 Cat Foods would be purchased by Plaintiff and the Class.

9  
10 120. Defendant expressly warranted to Plaintiff and the Class that their  
11 Contaminated Cat Foods possess the Quality Claims.

12  
13 121. Defendant made these express warranties regarding the Contaminated Cat  
14 Foods' quality and ingredients in writing through the Marketing. These express warranties  
15 became part of the basis of the bargain Plaintiff and the Class entered into upon purchasing  
16 the Contaminated Cat Foods.

17  
18 122. Defendant's express warranties were made in connection with the sale of the  
19 Contaminated Cat Foods to Plaintiff and the Class. Plaintiff and the Class relied on  
20 Defendant's express warranties when deciding whether to purchase the Contaminated Cat  
21 Foods.

22  
23 123. Defendant's Contaminated Cat Foods do not conform to Defendant's express  
warranties because they contain heavy metals and BPA.

24  
25 124. Defendant was on notice of its breach because it was aware that the  
26 Contaminated Cat Foods could or did contain heavy metals and BPA and had exclusive  
27 knowledge of the make-up of the Contaminated Cat Foods and the source of all its  
28 packaging and cans.

1 125. Privity exists because Defendant expressly warranted to Plaintiff and the  
2 Class that the Contaminated Cat Foods possessed the Quality Claims.

3 126. As a direct and proximate result of Defendant's conduct, Plaintiff and the  
4 Class have suffered actual damages in that they purchased Contaminated Cat Food that is  
5 worth less than the price they paid and that they would have not have purchased at all had  
6 they known of the presence of heavy metals and BPA.

7 127. Plaintiff and the Class seek actual damages, injunctive and declaratory relief,  
8 attorneys' fees, costs, and any other just and proper relief available thereunder for  
9 Defendant's failure to deliver goods conforming to its express warranties and resulting  
10 breach.  
11

12  
13 **COUNT V**  
14 **Breach of Implied Warranty of Merchantability Against**  
15 **Defendant on Behalf of the Class**

16 128. Plaintiff incorporates by reference and realleges each and every allegation  
17 contained above, as though fully set forth herein.

18 129. Defendant is a merchant engaging in the sale of goods to Plaintiff and the  
19 Class.

20 130. There was a sale of goods from Defendant to Plaintiff and the members of  
21 the Class.

22 131. At all times mentioned herein, Defendant manufactured or supplied the  
23 Contaminated Cat Foods. Prior to the time the Contaminated Cat Foods were purchased  
24 by Plaintiff and the Class, Defendant impliedly warranted to them that the Contaminated  
25 Cat Foods conformed to the promises and affirmations of fact made on the Contaminated  
26 Cat Foods' containers and labels, including possessing the Quality Claims.  
27  
28



1           132. Plaintiff and the Class relied on Defendant's promises and affirmations of  
2 fact when they purchased the Contaminated Cat Foods.

3           133. The Contaminated Cat Foods did not conform to Defendant's affirmations of  
4 fact and promises, the Quality Claims, because they contained heavy metals and BPA at  
5 levels material to a reasonable consumer.  
6

7           134. Defendant breached its implied warranties by selling the Contaminated Cat  
8 Foods that contained heavy metals and BPA and therefore failed to conform to the promises  
9 or affirmations of fact made on their containers or labels.  
10

11           135. Defendant was on notice of this breach because it was aware the real risk for  
12 inclusion of heavy metals and BPA and had exclusive knowledge of the make-up of the  
13 Contaminated Cat Foods and the source of all its packaging and cans.

14           136. Privity exists because Defendant impliedly warranted to Plaintiff and the  
15 Class through Marketing that the Contaminated Cat Foods possess the Quality Claims and  
16 by failing to disclose the presence of heavy metals and/or BPA.  
17

18           137. As a direct and proximate result of Defendant's conduct, Plaintiff and the  
19 Class suffered actual damages in that they purchased Contaminated Cat Food that is worth  
20 less than the price they paid and that they would have not have purchased at all had they  
21 known of the presence of heavy metals and/or BPA.  
22

23           138. Plaintiff and the Class seek actual damages, injunctive and declaratory relief,  
24 attorneys' fees, costs, and any other just and proper relief available thereunder for  
25 Defendant's failure to deliver goods conforming to its implied warranties and resulting  
26 breach.  
27  
28

**COUNT VI**

**Fraudulent Misrepresentation Against Defendant on  
Behalf of the Class**

1  
2  
3 139. Plaintiff incorporates by reference and realleges each and every allegation  
4 contained above, as though fully set forth herein.

5  
6 140. Defendant made false representations to Plaintiff and the Class about the  
7 Contaminated Cat Foods with the Quality Claims.

8  
9 141. Defendant knew its representations about the Contaminated Cat Foods were  
10 false because it knew the Contaminated Cat Foods contained levels of heavy metals and  
11 BPA.

12  
13 142. Defendant intentionally and knowingly made these false misrepresentations  
14 to induce Plaintiff and the Class to purchase its Contaminated Cat Foods.

15  
16 143. Plaintiff and the Class did in fact rely on these misrepresentations and  
17 purchased the Contaminated Cat Foods to their detriment. Given the deceptive manner in  
18 which Defendant advertised, represented and otherwise promoted the Contaminated Cat  
19 Foods, Plaintiff and the Class' reliance on Defendant's misrepresentations was justifiable.

20  
21 144. As a direct and proximate result of Defendant's conduct, Plaintiff and the  
22 Class suffered actual damages by purchasing Contaminated Cat Food that is worth less  
23 than the price they paid and that they would have not have purchased at all had they known  
24 of the presence of heavy metals and BPA.

25  
26 145. Plaintiff and the Class seek actual damages, injunctive and declaratory relief,  
27 attorneys' fees, costs, and any other just and proper relief available under the laws.  
28

**COUNT VII**

**Fraud by Omission Against Defendant on Behalf of the Class**

1  
2  
3 146. Plaintiff incorporates by reference and realleges each and every allegation  
4 contained above, as though fully set forth herein.

5  
6 147. Defendant concealed from and failed to disclose to Plaintiff and the Class  
7 that its Contaminated Cat Foods contained heavy metals and BPA.

8  
9 148. Defendant was under a duty to disclose to Plaintiff and members of the Class  
10 the true quality, characteristics, ingredients and suitability of the Contaminated Cat Foods  
11 because: (1) Defendant was in a superior position to know the true state of facts about their  
12 Contaminated Cat Foods; (2) Defendant was in a superior position to know the actual  
13 ingredients, characteristics, and suitability of the Contaminated Cat Foods; and (3)  
14 Defendant knew that Plaintiff and the Class could not reasonably have been expected to  
15 learn or discover that the Contaminated Cat Foods were misrepresented in their Marketing  
16 prior to purchasing the products.

17  
18 149. The facts concealed or not disclosed by Defendant to Plaintiff and the Class  
19 are material because a reasonable consumer would consider the facts to be important in  
20 deciding whether to purchase the Contaminated Cat Foods.

21  
22 150. Plaintiff and the Class justifiably relied on Defendant's omissions to their  
23 detriment. Such detriment is evident from the true quality, characteristics, and ingredients  
24 of the Contaminated Cat Foods, which is inferior than advertised and represented by  
25 Defendant.

26  
27 151. As a direct and proximate result of Defendant's conduct, Plaintiff and the  
28 Class suffered actual damages in that they purchased Contaminated Cat Food that is worth

1 less than the price they paid and that they would have not have purchased at all had they  
2 known of the presence of heavy metals and BPA.

3 152. Plaintiff and the Class seek actual damages, injunctive and declaratory relief,  
4 attorneys' fees, costs, and any other just and proper relief available under the laws.  
5

6 **COUNT VIII**

7 **Negligent Misrepresentation Against Defendant on Behalf**  
8 **of the Class**

9 153. Plaintiff incorporates by reference and realleges each and every allegation  
10 contained above, as though fully set forth herein.

11 154. Defendant had a duty to Plaintiff and the Class to exercise reasonable and  
12 ordinary care in the Marketing of the Contaminated Cat Foods.

13 155. Defendant breached its duty to Plaintiff and the Class by Marketing products  
14 to Plaintiff and the Class that did not have the ingredients, qualities, and characteristics that  
15 Defendant represented and by failing to promptly remove the Contaminated Cat Foods  
16 from the marketplace or to take other appropriate remedial action.  
17

18 156. Defendant knew or should have known that the ingredients, qualities, and  
19 characteristics of the Contaminated Cat Foods were not as advertised. Specifically,  
20 Defendant knew or should have known that the Contaminated Cat Foods did not possess  
21 the Quality Claims because they contained levels of heavy metals and BPA.  
22

23 157. As a direct and proximate result of Defendant's conduct, Plaintiff and the  
24 Class have suffered actual damages in that they purchased Contaminated Cat Food that is  
25 worth less than the price they paid and that they would have not have purchased at all had  
26 they known of the presence of heavy metals and BPA.  
27  
28

1 158. Plaintiff and the Class seek actual damages, injunctive and declaratory relief,  
2 attorneys' fees, costs, and any other just and proper relief available.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,  
5 pray for judgment against the Defendant as to each and every count, including:  
6

7 A. An order declaring this action to be a proper class action, appointing Plaintiff  
8 and her counsel to represent the Class, and requiring Defendant to bear the costs of class  
9 notice;

10 B. An order enjoining Defendant from selling the Contaminated Cat Foods until  
11 the levels of heavy metals and BPA are removed or full disclosure of the presence of such  
12 appear on Marketing;

13 C. An order enjoining Defendant from selling the Contaminated Cat Foods in  
14 any manner containing, suggesting, or implying the Quality Claims;

15 D. An order requiring Defendant to engage in a corrective advertising campaign  
16 and engage in any further necessary affirmative injunctive relief, such as recalling existing  
17 products;

18 E. An order awarding declaratory relief, and any further retrospective or  
19 prospective injunctive relief permitted by law or equity, including enjoining Defendant  
20 from continuing the unlawful practices alleged herein, and injunctive relief to remedy  
21 Defendant's past conduct;

22 F. An order requiring Defendant to pay restitution to restore all funds acquired  
23 by means of any act or practice declared by this Court to be an unlawful, unfair, or  
24

1 fraudulent business act or practice, untrue or misleading advertising, or a violation of  
2 California law, plus pre- and post-judgment interest thereon;

3 G. An order requiring Defendant to disgorge or return all monies, revenues, and  
4 profits obtained by means of any wrongful or unlawful act or practice;

5  
6 H. An order requiring Defendant to pay all actual and statutory damages  
7 permitted under the counts alleged herein;

8 I. An order requiring Defendant to pay punitive damages on any count so  
9 allowable;

10  
11 J. An order awarding attorneys' fees and costs, including the costs of pre-suit  
12 investigation, to Plaintiff and the Class; and

13 K. An order providing for all other such equitable relief as may be just and  
14 proper.

15  
16 **JURY DEMAND**

17 Plaintiffs hereby demand a trial by jury on all issues so triable.

18  
19  
20 Dated: July 27, 2018

LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
ROBERT K. SHELQUIST  
REBECCA A. PETERSON (241858)

21  
22  
23 */s Rebecca Peterson*  
REBECCA A. PETERSON

24  
25 100 Washington Avenue South, Suite 2200  
26 Minneapolis, MN 55401  
27 Telephone: (612) 339-6900  
28 Facsimile: (612) 339-0981  
E-mail: rkshelquist@locklaw.com  
rapeterson@locklaw.com

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ROBBINS ARROYO LLP  
KEVIN A. SEELY (199982)  
STEVEN M. MCKANY (271405)  
600 B Street, Suite 1900  
San Diego, CA 92101  
Telephone: (619) 525-3990  
Facsimile: (619) 525-3991  
E-mail: kseely@robbinsarroyo.com  
smckany@robbinsarroyo.com

CUNEO GILBERT & LADUCA, LLP  
CHARLES LADUCA  
KATHERINE VAN DYCK  
4725 Wisconsin Ave NW, Suite 200  
Washington, DC 20016  
Telephone: 202-789-3960  
Facsimile: 202-789-1813  
E-mail: kvandyck@cuneolaw.com  
charles@cuneolaw.com

LITE DEPALMA GREENBERG, LLC  
JOSEPH DEPALMA  
SUSANA CRUZ HODGE  
570 Broad Street, Suite 1201  
Newark, NJ 07102  
Telephone: (973) 623-3000  
E-mail: jdepalma@litedepalma.com  
scrushodge@litedepalma.com

STEPHENS & STEPHENS LLP  
CONRAD B. STEPHENS  
505 S. McClelland St.  
Santa Maria, CA 93454  
Telephone: (805) 922-1951  
Email: conrad@stephensfirm.com

Attorneys for Plaintiffs