

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI**

IN RE BLUE BUFFALO COMPANY,  
LTD. MARKETING AND SALES  
PRACTICES LITIGATION

Case No. 14-md-02562-RWS

**FIRST AMENDED  
CONSOLIDATED CLASS  
ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

## **FACTUAL ALLEGATIONS**

1. Defendant The Blue Buffalo Company, Ltd. (“Defendant”), sells pet food for dogs and cats, and has worked to build a brand specifically targeted at ingredient-conscious pet owners. The ingredients present in pet food are an important characteristic to consumers, including the Plaintiffs and Class Members.

2. At issue in this action are all sizes and varieties of Defendant’s pet food products (“the Blue Buffalo Products”). A list of the Blue Buffalo Products is attached hereto as Exhibit A.

### **The TRUE BLUE PROMISE**

3. At the very core of Defendant’s advertising and marketing of the Blue Buffalo Products is its TRUE BLUE PROMISE, which promises that Blue Buffalo Products contain only the finest natural ingredients with “NO Chicken or Poultry By-Product Meals”, “NO Corn, Wheat or Soy”, and “NO Artificial Preservatives, Colors or Flavors”:



4. The TRUE BLUE PROMISE appears on all Blue Buffalo Products. For example, it is shown here on the Life Protection Formula Chicken & Brown Rice Recipe for Adult Dogs:



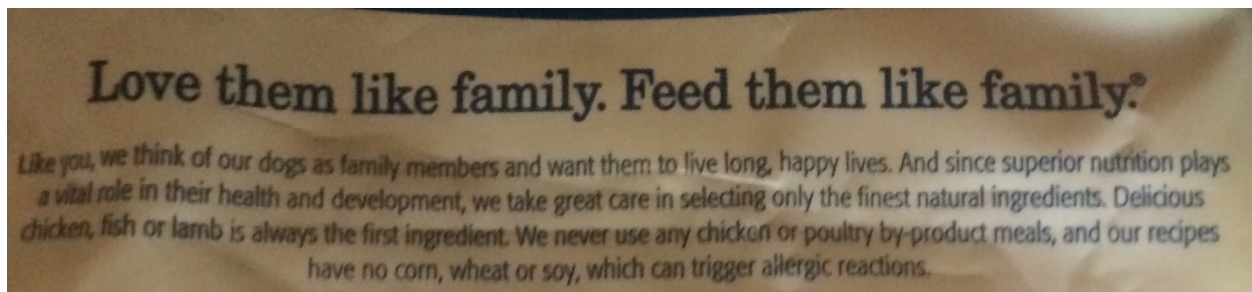
5. As shown by the packaging of the Life Protection Formula Chicken & Brown Rice Recipe for Adult Dogs, the TRUE BLUE PROMISE is underscored on the front label of every Blue Buffalo Product, which states “No chicken or poultry by-product meals  No corn, wheat or soy  No artificial preservatives  No artificial flavors”:



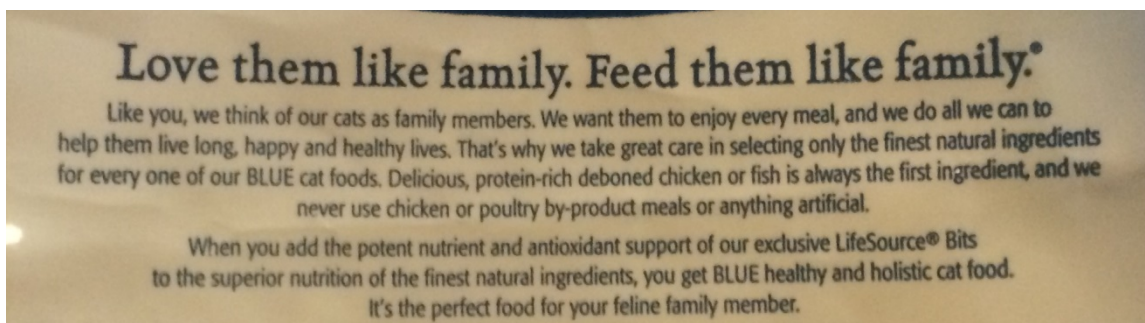
6. The same “promise” appears on the packaging of the Life Protection Formula Chicken & Brown Rice Recipe for Indoor Adult Cats:



7. The TRUE BLUE PROMISE is also reiterated on the back label of every Blue Buffalo Product. For example, the back label of the Life Protection Formula Chicken & Brown Rice Recipe for Adult Dogs provides, “We never use any chicken or poultry by-product meals, and our recipes have no corn, wheat or soy, which can trigger allergic reactions”:



8. Similarly, the back label of the Life Protection Formula Chicken & Brown Rice Recipe for Indoor Adult Cats provides “we never use chicken or poultry by-product meals or anything artificial”:



9. However, Defendant’s TRUE BLUE PROMISE is false and misleading. Scientific testing reveals that, contrary to the TRUE BLUE PROMISE, the Blue Buffalo

Products do, in fact, contain significant amounts of chicken/poultry by-product meal. That's not all. The scientific testing also reveals that the Blue Buffalo Products also contain corn, rice, grains, soy and/or artificial preservatives. In short, the Blue Buffalo Products fail to live up to Defendant's TRUE BLUE PROMISE.

**TESTING AND ADMISSIONS**

10. The ingredients in Blue Buffalo Products do not conform to the TRUE BLUE PROMISE.

11. The TRUE BLUE PROMISE promises that the Blue Buffalo Products contain "NO Chicken or Poultry By-Product Meals." However, independent testing has revealed that Blue Buffalo Products do, in fact, contain chicken and poultry by-product meals.

12. The TRUE BLUE PROMISE also promises that the Blue Buffalo Products contain "NO Corn, Wheat or Soy." Here too independent testing has revealed the presence of rice and corn in various Blue Buffalo Products, including those within the Wilderness and Freedom product lines. This is particularly problematic because Defendant advertises its Wilderness and Freedom product lines as being grain-free. *See infra* ¶¶ 28-30 (grain free allegations).

13. Defendant has admitted its Blue Buffalo Products contained ingredients in violation of the TRUE BLUE PROMISE. On October 14, 2014, Defendant's Founder and Chairman Bill Bishop posted a letter on Defendant's website<sup>1</sup> that admitted, for at least a portion of the Class Period, that Defendant broke its TRUE BLUE PROMISE because poultry by-product meal was present in Blue Buffalo Products:

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<sup>1</sup> <http://bluebuffalo.com/about-us/whats-new-at-blue/wilbur-ellis-texas-plant/> (Last visited January 5, 2015).

October 14, 2014

Dear Pet Parents,

Blue Buffalo has recently learned from Wilbur-Ellis, a major U.S. Company that supplies ingredients to us and many other well-known brands of pet foods, that a Texas pet food ingredient processing plant they own had mislabeled some of the ingredients they shipped to their customers. So while their customers were ordering and paying for 100% chicken meal, at times they were receiving shipments that contained poultry by-product meal.

14. Furthermore, emails between Blue Buffalo's suppliers and contractors or agents reveal that Blue Buffalo contracted to purchase "Chicken Meal Blend and Turkey Meal Blend:"

[Y]ou have asked me to ship you chicken meal and turkey meal. Our current contracts are for Chicken Meal Blend and Turkey Meal Blend and as you are aware, both of these contain some by-product meal.

*See Nestle Purina Petcare Company v. The Blue Buffalo Company Ltd.*, 4:14-cv-00859-RWS, Doc. #. 77-1 (E.D. Mo. Oct. 10, 2014).

15. These emails show that Defendant and its agents knew of the problem soon after Purina filed its Lanham Act case against Defendant on May 6, 2014. For example, in one email dated May 15, 2014, Defendant's agent wrote to supplier Wilbur-Ellis:

I think if we work together, we can band-aid this situation. ... If you are not going to fill these contracts for any reason, then I'm going to have to go to Blue to address the breach of contract and undoubtedly divulge the details of what was shipped and the possibility that Rosser's material is the smoking gun for their problems.

*See Nestle Purina Petcare Company v. The Blue Buffalo Company Ltd.*, 4:14-cv-00859-RWS, Doc. #. 77-2 (E.D. Mo. Oct. 10, 2014).

16. These emails<sup>2</sup> also reveal that, notwithstanding the TRUE BLUE PROMISE, the Blue Buffalo Products also contain soy:

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<sup>2</sup> *See Nestle Purina Petcare Company v. The Blue Buffalo Company Ltd.*, 4:14-cv-00859-RWS, Doc. # 77-3 (E.D. Mo. Oct. 10, 2014).

Doug is correct. Naturox has to be added in the ingredient deck as “*sunflower oil, natural mixed tocopherols (preservative), Lecithin, Rosemary extract (natural flavor)*” by request of State regulators (especially Texas). Kemin has informed us that the lecithin they use for Naturox is soy based. There are alternatives without “soy-based” lecithin that we could use if this ends up being an issue. Switchin or having an alternative will require additional management and controls at the site.

### **Price Premium**

17. As a result of the TRUE BLUE PROMISE, Defendant charges a premium price for the Blue Buffalo Products. In fact, Defendant’s Life Protection Formula Chicken & Brown Rice Recipe for Adult Dogs commands a 55% price premium, per pound, over a competing product, while Defendant’s Wilderness Chicken Recipe for Adult Dogs commands a 94% premium, per pound:

<b>Brand</b>	<b>Quantity</b>	<b>Price</b>	<b>Unit Price</b>
Blue Buffalo Life Protection Formula Chicken & Brown Rice Recipe for Adult Dogs	30 lbs.	\$59.99	\$2.00 per lb.
Blue Buffalo Wilderness Chicken Recipe for Adult Dogs	24 lbs.	\$59.99	\$2.50 per lb.
Purina One Smartblend Chicken & Rice Formula Dog Food	31.1 lbs	\$39.99	\$1.29 per lb.

18. However, independent testing reveals that the Blue Buffalo Products contain ingredients in violation of the TRUE BLUE PROMISE. The presence of these ingredients in Blue Buffalo Products indicates that Blue Buffalo Products are worth substantially less than the premium prices paid for them. According to Defendant, by-product meal is an inferior ingredient. Indeed, Defendant itself states in the description of its “Nutrition Philosophy” that “[p]oultry or chicken by-product meals cost a lot less than meals made from whole meat.”

19. As a result of Defendant’s deceptive conduct and/or unfair practices, Plaintiffs and Class Members suffered actual damages and/or economic losses.

Advertising and Marketing

20. The TRUE BLUE PROMISE is not limited to the labeling of the Blue Buffalo Products. Rather, Defendant has engaged in an extensive, nationwide, uniform marketing and advertising campaign replete with misrepresentations and false statements concerning the TRUE BLUE PROMISE that appear throughout Defendant’s website, product packaging, print ads, television ads, and in-store displays.

21. Fundamental to Defendant’s deceptive marketing and advertising campaign is its “Nutrition Philosophy,” which emphasizes that “BLUE foods consist of the finest natural ingredients combined in perfect balance for holistic nutrition,” including high quality protein sources as its first ingredient, the best sources of fats, quality whole grains, and natural vitamins, minerals and fibers. For example, Defendant’s marketing includes the following:

Of equal importance is the quality of the ingredients from which these nutrients are derived. For example, real chicken meat is a higher quality protein source than chicken or poultry by-product meals; chicken fat is considered a higher quality source of essential fatty acids than generic “animal fats.” Subtle differences like these may determine whether a pet food brand’s ingredients are as healthy as they claim to be.

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Some brands cut corners by using protein from chicken or poultry by-product meals, or even worse, from corn, corn gluten meal, soy or soybean meal—not BLUE.

\*\*\*\*

**Corn, Wheat or Soy Proteins (Glutens)**

All of these are less complete and lower quality sources of protein and are common allergens in pets. Grain proteins do not contain the complete amino acid profiles specific for dogs or cats and are not as easily digestible as meat-based proteins. Many pet food companies use the less expensive glutens to increase protein levels without the complete amino acid benefits of using more expensive meat, poultry or fish proteins.

Simply put, these ingredients are cheaper, lower in nutrition, and things we would never include in a BLUE recipe.



### **Artificial Colors, Flavors, or Preservatives**

Preservatives like BHA, BHT, ethoxyquin, propylene glycol provide no nutritional value and have been associated with possible side effects. Some pet food brands resort to artificial colors and flavors in an attempt to make food look and taste better. We don't.

We hope this information helps you better understand what we do and why we do it at Blue Buffalo. We know we're not alone in our belief that these are the important factors that determine what makes up a truly healthy and nutritious pet food. The good thing is, BLUE dog and cat food was created with all of these things in mind—which means the decision about to what feed them just got a whole lot easier.

<http://www.bluebuffalo.com/nutrition>.

22. This philosophy is embodied in Defendant's TRUE BLUE PROMISE, which appears prominently in its advertising and marketing including its website and on the packaging of all Blue Buffalo Products.

23. Defendant repeatedly asserts that Blue Buffalo Products contain "no chicken or poultry by-product meals." This misrepresentation appears in the True Blue Promise, in the Nutrition Philosophy, and on the front of Blue Buffalo Products.

24. Many of Defendant's advertisements feature its "True Blue Test," where Blue Buffalo invites consumers to visit its website to "see how the ingredients in your dog or cat food brand compare to the ones in BLUE." Customers choose a competitor's dog food, and receive a comparison of its ingredients with those of Blue Buffalo Products. For example, the ingredient comparison results between Defendant's Life Protection Adult Chicken & Brown Rice Formula and Purina's Dog Chow include assertions that Blue Buffalo Products contain "Deboned Chicken" and "Chicken Meal," in comparison to Purina's use of corn and meat and bone meal. Defendant also specifically states that its Blue Buffalo Product "DOESN'T contain chicken (or poultry) by-product meals":

Love them like family.  Feed them like family.®

## The True BLUE Test Results

**BLUE Life Protection Formula®**  
Adult Chicken & Brown Rice



VS.

**Purina Dog Chow®**  
Complete & Balanced



**TOP 5 INGREDIENTS**

Deboned Chicken

Chicken Meal

Brown Rice

Barley

Oatmeal

↔

↔

↔

↔

↔

**TOP 5 INGREDIENTS**

Whole Grain Corn

Meat and Bone Meal

Corn Gluten Meal

Animal Fat (Preserved with Mixed Tocopherols)

Soybean Meal

More Formula Facts

**BLUE Life Protection Formula®**

- STARTS with real chicken
- CONTAINS veggies & fruit
- CONTAINS chelated minerals for easier absorption
- DOESNT contain chicken (or poultry) by-product meals
- DOESNT contain corn, wheat or soy
- DOESNT contain artificial colors, flavors or preservatives

**Purina Dog Chow®**

- CONTAINS poultry by-product meal (6<sup>th</sup> ingredient)
- CONTAINS corn (1<sup>st</sup> & 3<sup>rd</sup> ingredients), wheat (8<sup>th</sup> ingredient) and soy (5<sup>th</sup> ingredient)
- CONTAINS artificial colors (16<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, & 24<sup>th</sup> ingredients)
- CONTAINS meat and bone meal from unidentified origin (2<sup>nd</sup> ingredient)
- CONTAINS animal fat from unidentified origin (4<sup>th</sup> ingredient)
- DOESNT contain chicken meat
- DOESNT contain fruits and veggies
- DOESNT contain chelated minerals

And the best news is, switching from Purina Dog Chow® to BLUE costs less than 60¢ extra a day!\*

http://bluebuffalo.com/true-blue-test/compare-dog-food/results/?brandPageId=5328&testPageId=5317

TAKE THE TRUE **THE TRUE BLUE TEST RESULTS**

Love Them Like Family. Feed Them Like Family.

How does your brand compare? [Learn More](#)

**ALWAYS**  
Has Real Meat as the First Ingredient

[Learn More](#)

**ALWAYS**  
Includes Veggies and Fruit

[Learn More](#)

**NEVER**  
Has Chicken (or Poultry) By-Product Meals

[Learn More](#)

**NEVER**  
Has Artificial Colors, Flavors or Preservatives


[Learn More](#)

**NEVER**  
Has Corn, Wheat or Soy



[Learn More](#)

**NEVER Has Chicken (or Poultry) By-Product Meals**

Poultry (chicken) by-product meal consists of the ground, rendered, clean parts of the carcass of slaughtered poultry, such as necks, feet, undeveloped eggs, and intestines. These ingredients are commonly lower in cost than fresh meat.



CHICKEN OR POULTRY BY-PRODUCT MEALS

	ALWAYS Has Real Meat as the First Ingredient	ALWAYS Includes Veggies and Fruit	NEVER Has Chicken (or Poultry) By-Product Meals	NEVER Has Artificial Colors, Flavors or Preservatives	NEVER Has Corn, Wheat or Soy
	—	✓	—	✓	—
	—	—	✓	✓	—

Save on BLUE dog food and treats!

Scroll down to learn more.

**“Natural Ingredients” / “NO Artificial Preservatives”**

25. Defendant has made, and is currently making, statements and “promises” to consumers that the Blue Buffalo Products contain “Only the Finest Natural Ingredients” and have “NO Artificial Preservatives.”



**BLUE uses only the finest natural ingredients and:**

- NO chicken (or poultry) by-product meals
- NO artificial flavors, colors, or preservatives
- NO corn, wheat or soy, as they have been linked to allergic reactions in some pets

### What's In Our Food and Why

BLUE foods consist of the finest natural ingredients combined in perfect balance for superior nutrition. These delicious, high-quality ingredients are the foundation of all of our products along with intensively researched vitamins, minerals, and antioxidants – each combination specifically modified for dogs, cats, lifestages, weight conditions, taste preference, and personal feeding choice.

Like us, dogs and cats require a balanced diet that is a combination of six nutrient classes:

- Proteins
- Fats
- Carbohydrates
- Vitamins
- Minerals
- Water

26. These statements and promises are repeated throughout Defendant’s websites, its national television commercials, its Blue Buffalo Products’ labels, in-store displays, and other advertising materials.

27. Defendant’s statements and promises that the Blue Buffalo Products contain “Only the Finest Natural Ingredients” and have “NO Artificial Preservatives” are false and

misleading because, among other things, the Blue Buffalo Products contain chicken/poultry by-product meals that include artificial preservatives that are not present in chicken/poultry meal.

**“Grain-Free”**

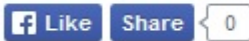
28. Grain-free pet foods are desired by consumers who believe that dogs and cats should be fed as carnivores. Defendant attempts to capitalize on these consumers by not only representing that all of its Blue Buffalo Products contain “no corn, wheat or soy,” but by also representing that certain of its Blue Buffalo Products – specifically the “Wilderness” and “Freedom” lines, as well as part of the “Basics” line – are “grain free.”



Available in 5 and 11 lb. Bags



+ Zoom



### Basics™ Turkey and Potato Recipe for Adult Cats

BLUE Basics Turkey Recipe is a limited-ingredient diet formulated to minimize food sensitivities that some cats experience while maximizing the nutritional value they receive. BLUE Basics contains

- **Turkey** - A high-quality protein not commonly used in cat food.
- **Oatmeal, Potatoes and Brown Rice** - Three easily digestible carbohydrate sources.
- **A Precise Blend of Veggies, Fruit and Micronutrients** - Selected for their nutritional value and their capacity to help in the digestive process.
- **An Optimal Blend of Omega 3 and 6 Fatty Acids** - Helps maintain the immune system to help support skin and coat health.

For cats with food sensitivities, the ingredients they don't eat are just as important as the ones they do. BLUE Basics contains:

- **NO** corn
- **NO** soy
- **NO** wheat
- **NO** eggs
- **NO** dairy

And, like all BLUE pet foods, BLUE Basics contains no chicken (or poultry) by-product meals and no artificial ingredients of any kind.

29. However, Defendant's representations that its Blue Buffalo Products are "grain-free" and contain "no corn, wheat or soy" are false and misleading because, as testing reveals, these products do, in fact, contain these ingredients. Specifically, the scientific tests found grains (rice hulls and/or ground corn) in the LifeSource Bits that are found in each of the "grain-free" product lines. In fact, these grains were found in concentrations of up to 3% by weight.

30. By falsely advertising its Blue Buffalo Products as "grain-free" when the products in fact contain grains, Defendant is misleading and deceiving consumers who seek to purchase grain free products.

LifeSource Bits

31. Defendant's Blue Buffalo Products also contain so-called "LifeSource Bits," as shown by their labeling:



32. In reality, contrary to the TRUE BLUE PROMISE, scientific testing reveals that the LifeSource Bits found in the Blue Buffalo Products also contain chicken/poultry by-product meals and corn. Similarly, these tests also show that the LifeSource Bits found in the "grain free" Blue Buffalo Products contain rice hulls.<sup>3</sup>

<sup>3</sup> For example, scientific tests were performed on two samples each of Defendant's Wilderness Adult Chicken Recipe Dog Food and Wilderness Adult Chicken Recipe Cat Food. The results showed that the LifeSource Bits in the tested dog food samples contained 3% and 1% corn or rice, respectively. The results also showed that the LifeSource Bits in the two Wilderness cat food samples contained 2.2% and 2.5% rice or corn, respectively. Also tested were two samples each of Defendant's Freedom Adult Grain Free Chicken Recipe dog food and Freedom Adult Grain Free Chicken Recipe cat food. The results showed that the LifeSource Bits in the two samples of the Freedom dog food contained 3% and 1% corn or rice, respectively. The results also showed that the LifeSource Bits in the two samples of the Freedom cat food contained 2% and 2% corn or rice, respectively.

**Defendant's Misrepresentations and Omissions are Material to Consumers**

33. Although pet foods vary in the quality of ingredients, formula and nutritional value, premium or ultra-premium pet foods, like the Blue Buffalo Products, typically have higher standards with respect to each of these important variables.

34. Specifically, ultra-premium pet foods typically have higher quality protein sources, no artificial dyes, and added antioxidants and vitamins.

35. Proteins are the primary building blocks of brain, muscle, fur, and skin. Proteins affect metabolism, regulate pH, and are used in the production of antibodies, enzymes, hormones, and body tissues. Proteins can be turned into fat and stored, or can be burned as calories. If a pet's body does not receive enough protein, or if the nutrients are not absorbed properly, the immune system becomes weak.

36. Protein can come from a variety of sources, some much healthier than others. Meat protein is an optimal source of essential amino acids. As such, consumers of ultra-premium pet foods look for protein derived from quality meat and poultry sources.<sup>4</sup> Many pet foods, especially the economy brands, use corn, wheat, gluten, soy, meat and bone meal as a major source of protein, but these are inferior sources of protein for pets. Consumers of premium pet foods look for diets with quality meat or poultry sources making up at least 3 or 4 of the first 6 ingredients listed on product packaging.

37. In contrast, many low quality pet foods are made with chicken/poultry by-product meals. Manufacturers of low quality pet foods use by-product meals because they are less expensive. By-product meals often contain animal necks, heads, feet, intestines, and other internal organs that are not quality sources of food for pets.

38. Therefore, consumers of premium pet foods, like Plaintiffs and Class members look to buy products containing named meats, such as chicken, as the first ingredient, rather than

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<sup>4</sup> Additionally, the nutritional value "per kibble" is higher than most economy brands, meaning a pet will have to eat less of a premium brand to get the same nutrition. Moreover, because pets need to eat less of a premium brand pet food to get the nutrition they need, pets on a diet of premium brand pet foods produce less waste than pets on a diet of lower quality economy brands.

the less desirable “chicken by-product meal.” As a result, these ultra-premium pet foods tend to be higher priced with larger mark-ups, a factor which has benefited industry revenue generally, and Defendant in particular. As Defendant acknowledges, “[p]oultry or chicken by-product meals cost a lot less than meals made from whole meat.” Blue Buffalo tells consumers that it “is well worth it to know exactly what’s in our food.”

**Defendant has not Changed its TRUE BLUE PROMISE**

39. Even after acknowledging that its Blue Buffalo Products contain ingredients contrary to the TRUE BLUE PROMISE, Defendant has nonetheless continued advertising its TRUE BLUE PROMISE.

40. Defendant includes the TRUE BLUE PROMISE on all of its Blue Buffalo Products, and features it in its marketing materials so as to make all purchasers aware of the TRUE BLUE PROMISE in order to induce purchasers to buy Blue Buffalo Products and/or to induce purchasers like Plaintiffs and Class Members to pay a premium for Blue Buffalo Products.

**PARTIES**

41. Plaintiff Alexia Keil is a Missouri citizen residing in the County of St. Louis City in the State of Missouri. For years, she purchased Blue Buffalo Products, including Defendant’s Blue Life Protection, Wilderness, and Freedom “Grain Free” pet foods for the dogs residing in her household. For the cats residing in her household, she purchased Blue Weight Control and Indoor Health, and Wilderness Adult Weight Control and Adult Indoor Chicken pet food. Ms. Keil made these purchases for personal, family or household purposes for her family’s pets. At the time of her purchases, Plaintiff Keil knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

42. Plaintiff Nick Hutchison is a citizen of Missouri who resides in Crawford County,



Missouri. He purchased multiple bags of Blue Wilderness Chicken Recipe Adult for his two dogs within the last five years. Mr. Hutchison made these purchases for personal, family or household purposes. At the time of his purchases, Plaintiff Hutchison knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

43. Plaintiff Rachael Stone is an Illinois citizen, and resides in St. Clair County, Illinois. Throughout 2013 and until approximately April 2014, Ms. Stone purchased Blue Buffalo Products. For her three dogs she purchased various formulas of Blue Buffalo Products, including Defendant's Life Protection Formula Chicken & Brown Rice Large Breed Puppy Recipe, Life Protection Chicken and Brown Rice Adult Dog Recipe, and Blue Wilderness Salmon Adult Dog Recipe. For her two cats, she purchased Defendant's Blue Indoor Health Salmon and Brown Rice Adult Cat Recipe. Ms. Stone made these purchases for personal, family or household purposes for her five pets. At the time of her purchases, Plaintiff Stone knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

44. Plaintiff Lori Canale is a New York citizen residing in Pleasantville, NY. For approximately 7-8 years, roughly between 2007-2014, Plaintiff Canale purchased Defendant's Life Protection Healthy Weight Adult dog food for her 4 dogs. Plaintiff Canale made these purchases for personal, family or household purposes. At the time of her purchases, Plaintiff Canale knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

45. Plaintiff David Delre is a citizen of the State of New Jersey. He purchased a variety of Blue Buffalo Products for approximately two years, including Life Protection Chicken & Brown Rice Recipe for Adult Dogs. Mr. Delre made these purchases for personal, family or household purposes for his pet. At the time of his purchases, Plaintiff Delre knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

46. Plaintiff Jonathan Fisher is a citizen of California, and resides in Los Angeles, CA. From approximately 2010 until June 2014, Plaintiff Fisher purchased many variations of Blue Buffalo Products on a monthly basis for his three dogs, specifically including Defendant's Life Protection Salmon and Potato Adult Recipe, Life Protection Lamb and Brown Rice Small Breed Adult Recipe, and Life Protection Chicken and Rice Small Breed Adult Recipe pet foods. Plaintiff Fisher made these purchases for personal, family or household purposes. At the time of his purchases, Plaintiff Fisher knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

47. Plaintiff Maja Mackenzie is a citizen of Florida, and resides in Palm Beach County, Florida. In 2014, Plaintiff Mackenzie purchased several bags of Defendant's Life Protection Formula Chicken and Brown Rice Recipe for Adult Dogs for her pet dog. Plaintiff Mackenzie made these purchases for personal, family or household purposes. At the time of her purchases, Plaintiff Mackenzie knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

48. Plaintiff Beth Cox is a citizen of Ohio and resides in Dayton, Ohio. Between approximately January and October 2014, Plaintiff purchased Blue Buffalo Products roughly every three weeks. Specifically, for her two dogs, Plaintiff Cox purchased Defendant's Life Protection Healthy Weight Adult Chicken and Brown Rice Recipe dog food. In addition, for her five cats, Plaintiff Cox purchased Defendant's Life Protection Indoor Health Chicken and Brown Rice Recipe cat food. Plaintiff Cox made these purchases for personal, family or household purposes. At the time of her purchases, Plaintiff Cox knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

49. Plaintiff Derek McCusker is a citizen of Massachusetts, residing in Middlesex County. For years, he purchased Blue Buffalo Products, including Defendant's Blue Wilderness

puppy and adult recipes, and Blue Basics Grain-Free adult recipes including chicken, lamb and turkey formulas, for his pet dog. Mr. McCusker made these purchases for personal, family or household. At the time of his purchases, Plaintiff McCusker knew that Defendant promised all Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

50. Defendant is a Delaware corporation with its corporate headquarters located at 11 River Road, Wilton, Connecticut, 06897. Defendant markets, distributes and sells various pet food products nationwide. Founded in 2002, Defendant claims to be the leader in premium, quality, all-natural pet foods. As a result of strong advertising and marketing programs, Defendant has experienced double and triple-digit annual growth over the past several years. In 2013 alone, Defendant spent more than \$50 million in advertising. Defendant sells its products in leading national pet specialty chains, including PetSmart, Petco and Pet Supplies Plus, as well as in more than 10,000 neighborhood stores nationwide.

#### **JURISDICTION AND VENUE**

51. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 class members and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees, and costs, and at least one Class member is a citizen of a state different from Defendant.

52. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant does business throughout this District, Plaintiffs purchased Blue Buffalo Products in this District, and Plaintiffs reside in this District. Additionally, venue is proper here because the parties are subject to the JPML order transferring this litigation here.

#### **CLASS ACTION ALLEGATIONS**

53. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons pursuant to Fed. R. Civ. P. 23.

**The Classes and Subclasses Defined**

54. Plaintiffs, for purposes of the Magnuson-Moss Warranty Act (Count I), the Express and Implied Warranty claims (Counts II and III, respectively), and the Unjust Enrichment claim (Count IV), seek to represent a nationwide Class defined as all residents of the United States of America who, from May 7, 2008 through the present, purchased any of the Blue Buffalo Products. Excluded from this definition are the Defendant Blue Buffalo, and of Blue Buffalo's past and present respective parents, subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control in the past or in the present; Blue Buffalo's respective assignors, predecessors, successors, and assigns; and all past or present partners, shareholders, managers, members, directors, officers, employees, agents, attorneys, insurers, accountants, and representatives of any and all of the foregoing, the Court, and its personnel.

55. The following subclasses are being brought under the consumer protection laws of Missouri (Count V), New York (Counts VI and VI), California (Counts VIII, IX, and X), New Jersey (Counts XI and XII), Illinois (Count XIII), Florida (Count XIV), Ohio (Count XV), and Massachusetts (Count XVI):

(a) Plaintiffs Keil and Hutchison seek to represent a subclass defined as all Class members who are Missouri residents or who purchased Blue Buffalo Products within the State of Missouri (hereafter, the "Missouri Subclass"), for purposes of Count V;

(b) Plaintiff Canale seeks to represent a subclass defined as all Class members who are New York residents or who purchased Blue Buffalo Products within the State of New York (hereafter, the "New York Subclass"), for purposes of Counts VI and VII;

(c) Plaintiff Fisher seeks to represent a subclass defined as all Class members who are California residents or who purchased Blue Buffalo Products within the State of California (hereafter, the "California Subclass"), for purposes of Counts VIII, IX, and X;

(d) Plaintiff Delre seeks to represent a subclass defined as all Class members who are residents of New Jersey or who purchased Blue Buffalo Products within the State of New Jersey (hereafter the “New Jersey Subclass”), for purposes of Counts XI and XII;

(e) Plaintiff Stone seeks to represent a subclass defined as all Class members who are residents of Illinois or who purchased Blue Buffalo Products within the State of Illinois (hereafter the “Illinois Subclass”), for purposes of Count XIII;

(f) Plaintiff Mackenzie seeks to represent a subclass defined as all Class members who are residents of Florida or who purchased Blue Buffalo Products within the State of Florida (hereafter the “Florida Subclass”), for purposes of Count XIV; and

(g) Plaintiff Cox seeks to represent a subclass defined as all Class members who are residents of Ohio or who purchased Blue Buffalo Products within the State of Ohio (hereafter the “Ohio Subclass”), for purposes of Count XV.

(h) Plaintiff McCusker seeks to represent a subclass defined as all Class members who are residents of Massachusetts or who purchased Blue Buffalo Products within the State of Massachusetts (hereafter the “Massachusetts Subclass”), for purposes of Count XVI.

**The Classes and Subclasses Satisfy the Rule 23 Requirements**

56. Members of the Class and Subclasses are so numerous that joinder of all members is impracticable. While the exact number of Class members is presently unknown, and can only be ascertained through appropriate discovery, Plaintiffs believe the members of the Class exceed hundreds of thousands, if not millions of persons.

57. Common questions of law and fact exist as to all members of the Class and Subclasses and predominate over any questions solely affecting individual members of the Class and Subclasses. Among questions of law and fact common to the Class and Subclasses are:

- a. Whether Blue Buffalo Products contain chicken or poultry by-product meals;

- b. Whether Blue Buffalo Products contain corn, wheat, or soy;
- c. Whether Blue Buffalo Products contain artificial preservatives, colors, or flavors;
- d. Whether Defendant's TRUE BLUE PROMISE is false;
- e. Whether Defendant's TRUE BLUE PROMISE is misleading;
- f. Whether Defendant's TRUE BLUE PROMISE is deceptive;
- g. Whether Defendant expressly warranted that the Blue Buffalo Products would conform to the TRUE BLUE PROMISE;
- h. Whether Defendant impliedly warranted that the Blue Buffalo Products would conform to the TRUE BLUE PROMISE;
- i. Whether Defendant breached warranties by making the representations above;
- j. Whether Defendant was unjustly enriched by making the representations and omissions above;
- k. Whether Defendant's actions as described above violated the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*,
- l. Whether Defendant's actions as described above violate the Missouri Merchandising Practices Act, MO. REV. STAT. §§ 407.020, *et seq.*;
- m. Whether Defendant's actions as described above violate the California Unfair Competition Law, California Business & Professions Code §§ 17200, *et seq.*;
- n. Whether Defendant's actions as described above violate the California False Advertising Law, California Business & Professions Code §§ 17500, *et seq.*;
- o. Whether Defendant's actions as described above violate the California Consumers Legal Remedies Act, California Civil Code §§ 1750, *et seq.*;
- p. Whether Defendant's actions as described above violate the New York Deceptive Trade Practices Act, General Business Law §§ 349, *et seq.*;

- q. Whether Defendant's actions as described above violate the New York False Advertising Law, General Business Law §§ 350, *et seq.*;
- r. Whether Defendant's actions as described above violate the Ohio Consumer Sales Protection Act, R.C. 1345.01, *et seq.*;
- s. Whether Defendant's actions described above violate the New Jersey Consumer Fraud Act, N.J. STAT. §§ 56:8-1, *et seq.*;
- t. Whether Defendant's actions described above violate New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, N.J. STAT. §§ 56:12-14 to 56:12-18.
- u. Whether Defendant's actions as described above violate the Illinois Unfair Practices Act, 805 ILL. COMP. STAT. 505/1, *et seq.*;
- v. Whether Defendant's actions as described above violate the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*;
- w. Whether Defendant's actions as described above violate Massachusetts General Law Chapter 93a;
- x. Whether Defendant should be required to make restitution, disgorge profits, reimburse losses, pay damages, and pay treble damages as a result of the above described practices; and
- y. Whether Plaintiffs are entitled to injunctive relief as a result of the above described practices.

58. Plaintiffs' claims are typical of the claims of Class and the Subclasses because Plaintiffs and each member of the Class purchased Blue Buffalo Products, and suffered a loss of money as a result of that purchase.

59. Plaintiffs are adequate representatives of the Class and the Subclasses because

their interests do not conflict with the interests of the Class and Subclass members they seek to represent, they have retained competent counsel experienced in prosecuting class actions, and they intend to prosecute this action vigorously. The interests of Class and Subclass members will be fairly and adequately protected by Plaintiffs and their counsel.

60. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by the individual members of the Class and Subclasses may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class and Subclasses to individually redress the wrongs done to them. There will be no difficulty in the management of this class action.

**COUNT I**  
**VIOLATION OF MAGNUSON-MOSS WARRANTY ACT**  
**(15 U.S.C. § 2301, *et seq.*)**

61. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth above in paragraphs 1-60, as if fully set forth herein, and further allege as follows.

62. Plaintiffs bring this Count I individually and on behalf of the members of the Class against Defendant.

63. Blue Buffalo Products are consumer products as defined in 15 U.S.C. § 2301(1).

64. Plaintiffs and Class members are consumers as defined in 15 U.S.C. § 2301(3).

65. Plaintiffs purchased Blue Buffalo Products costing more than \$5 and their individual claims are greater than \$25 as required by 15 U.S.C. § 2302(e) and 15 U.S.C. § 2310(d)(3)(A).

66. Defendant is a supplier and warrantor as defined in 15 U.S.C. § 2301(4) and (5).



67. In connection with the sale of Blue Buffalo Products, Defendant issued written warranties as defined in 15 U.S.C. § 2301(6), which warranted that the products conformed to the TRUE BLUE PROMISE in that the products did not contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

68. Defendant breached these written warranties because the Blue Buffalo Products did in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

69. By reason of Defendant's breach of the written warranties stating that the Blue Buffalo Products conformed to the TRUE BLUE PROMISE, Defendant violated the statutory rights due Plaintiffs and Class members pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, thereby damaging Plaintiffs and Class members.

70. Within a reasonable time after Plaintiffs knew or should have known of such failure to conform, Plaintiffs gave Defendant notice thereof.

**COUNT II**  
**BREACH OF EXPRESS WARRANTY**

71. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

72. Plaintiffs bring this Count II individually and on behalf of the Class, against Defendant.

73. Defendant sold, and Plaintiffs and Class members purchased, Blue Buffalo Products.

74. Defendant represented in its marketing, advertising, and promotion of Blue Buffalo Products that those products would conform to the TRUE BLUE PROMISE, in that the

products would not contain chicken/poultry by-product meals, corn, rice, soy, and/or artificial preservatives.

75. Defendant made this representation to induce Plaintiffs and Class members to purchase Blue Buffalo Products.

76. The TRUE BLUE PROMISE was part of the basis of the bargain between Defendant and Plaintiffs, and Class members.

77. The Blue Buffalo Products did not conform to Defendant's representations and warranties in that they contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

78. Within a reasonable time after Plaintiffs knew or should have known of such failure to conform, Plaintiffs gave Defendant notice thereof.

79. As a direct and proximate result of Defendant's breaches of its express warranty and failure of the Blue Buffalo Products to conform, Plaintiffs and Class members have been damaged in that they did not receive the product as specifically warranted and/or paid a premium for the product.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

80. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference, each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

81. Plaintiffs bring this Count III individually and on behalf of Class members against Defendant.

82. Defendant sold and Plaintiffs and Class members purchased Blue Buffalo Products.

83. When sold by Defendant, the Blue Buffalo Products were not merchantable, did not pass without objection in the trade under the label description, were not of fair average quality within that description, were not fit for the ordinary purposes for which such goods are used, and did not conform to the promises or affirmations of fact made on the container or label.

84. Within a reasonable time after Plaintiffs knew or should have known that the product was not fit for such purpose and/or was not otherwise merchantable as set forth above, Plaintiffs gave Defendant notice thereof.

85. As a direct result of the Blue Buffalo Products being unfit for such purpose and/or otherwise not merchantable, Plaintiffs were damaged.

**COUNT IV**  
**UNJUST ENRICHMENT**

86. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

87. Plaintiffs bring this Count IV individually and on behalf of all Class members.

88. Plaintiffs conferred benefits on Defendant by purchasing Blue Buffalo Products at a premium price.

89. Defendant has knowledge of such benefits.

90. Defendant has been unjustly enriched in retaining the revenues derived from Plaintiffs' and Class members' purchases of Blue Buffalo Products. Retention of those moneys under these circumstances is unjust and inequitable because Defendant falsely and misleadingly represented that its Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives when, in fact, the Blue Buffalo Products contained one or more of these ingredients, which caused injuries to Plaintiffs and members of the Class because

they would not have purchased (or paid a price premium) for Blue Buffalo Products had the true facts been known.

91. Because Defendant's retention of the non-gratuitous benefits conferred on it by Plaintiffs and members of the Class is unjust and inequitable, Defendant must pay restitution to Plaintiffs and members of the Class for its unjust enrichment, as ordered by the Court.

**COUNT V**  
**VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT ("MMPA")**  
**(MO. REV. STAT. §§ 407.020, *et seq.*)**

92. Plaintiffs and Class members hereby repeat, re-allege and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

93. Plaintiffs Keil and Hutchison assert this Count V on behalf of themselves and the Missouri Subclass against Defendant.

94. The Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.020 (West 2010), provides, in part, as follows:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce ... in or from the state of Missouri, is declared to be an unlawful practice ... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement or solicitation.

95. The Missouri Merchandising Practices Act further provides for a civil action to recover damages in Mo. Rev. Stat. § 407.025.1, as follows:

Any person who purchases or leases merchandise primarily for personal, family or household purposes and thereby suffers an ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of a method, act or practice declared unlawful by section 407.020, may bring a private civil action in either the circuit court of the county in which the seller or lessor resides or in which the transaction complained of took place, to recover actual damages. The

court may, in its discretion, award punitive damages and may award to the prevailing party attorney's fees, based on the amount of time reasonably expended, and may provide such equitable relief as it deems necessary or proper.

96. This Count V is brought to secure redress for the unlawful, deceptive and unfair trade practices perpetrated by Defendant. Defendant's business practices in its advertising, marketing, packaging, labeling and sales of Blue Buffalo Products as compliant with the TRUE BLUE PROMISE in that they contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives is an unconscionable, unfair, and deceptive act or practice and constitutes multiple, separate violations of Mo. Rev. Stat. § 407.020 because the Blue Buffalo Products in fact contain chicken/poultry by-product meals, corn, rice, and/or artificial preservatives.

97. Plaintiffs and members of the Missouri Subclass purchased Blue Buffalo Products.

98. Such purchase of Blue Buffalo Products was primarily for personal, family, or household purposes.

99. In connection with the sale of Blue Buffalo Products, Defendant misrepresented the goods as containing no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives when in fact the goods contained such ingredients, as set forth in this Complaint.

100. In connection with the sale of Blue Buffalo Products, Defendant concealed a material fact, namely that the goods contained chicken/poultry by-product meals, corn, rice, soy, and/or artificial preservatives.

101. Defendant's concealment, suppression, misrepresentations and/or omission as set forth in this Complaint are material in that they relate to matters which are important to consumers or are likely to affect the purchasing decisions or conduct of consumers, including Plaintiffs Keil and Hutchison and members of the Missouri Subclass regarding Blue Buffalo Products.

102. In violation of the MMPA, Defendant employed fraud, deception, false promise, misrepresentation, and/or the knowing concealment, suppression, or omission of material facts in its sale and advertisement of Blue Buffalo Products in the State of Missouri.

103. Defendant engaged in the concealment, suppression, misrepresentations and/or omission of the aforementioned material facts with the intent that others, such as Plaintiffs Keil and Hutchison, the Missouri Subclass, and/or the general public would rely upon the concealment, suppression, misrepresentation and/or omission of such material facts and purchase Blue Buffalo Products.

104. As a result of their purchase of Blue Buffalo Products, Plaintiffs and the members of the Missouri Subclass sustained ascertainable loss and damage in that, among other things, the actual value of the products on the dates they were sold to Plaintiffs was less than their value would have been on those dates had the products been as represented by Defendant.

105. Plaintiffs Keil and Hutchison and the members of the Missouri Subclass are entitled to recover their actual damages, attorneys' fees, and injunctive or other equitable relief, pursuant to Missouri law, including Mo. Rev. Stat. § 407.025.

106. Furthermore, Defendant's unlawful conduct set forth in this Complaint was and is outrageous because of Defendant's evil motive or reckless indifference to and conscious disregard of the rights of others and for the rights of Plaintiffs Keil and Hutchison and members of the Missouri Subclass and warrants an award of punitive damages to deter Defendant, and others in similar circumstances, from committing such actions in the future.

**COUNT VI**  
**VIOLATION OF THE NEW YORK DECEPTIVE TRADE PRACTICES ACT ("GBL")**  
**(New York Gen. Bus. Law § 349)**

107. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

108. Plaintiff Canale asserts this Count VI on behalf of herself and the New York Subclass.

109. By the acts and conduct alleged herein, Defendant committed unfair or deceptive acts and practices by misrepresenting that Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives when, in fact, Blue Buffalo Products contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

110. Defendant's business practices of marketing, advertising, and promoting Blue Buffalo Products in a misleading, inaccurate, and deceptive manner by misrepresenting that Blue Buffalo Products conform to the TRUE BLUE PROMISE, in that the Blue Buffalo Products do not contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, constitutes the use by Defendant of unconscionable commercial practices, deception, and misrepresentation and, thus constitutes multiple, separate violations of Section 349 of the New York General Business Law.

111. In marketing, advertising, and promoting Blue Buffalo Products to consumers, including Plaintiff Canale and members of the New York Subclass, Defendant made the material misrepresentations and omissions set forth in this Complaint throughout the United States, including the State of New York.

112. The foregoing deceptive acts and practices were directed at consumers.

113. The foregoing deceptive acts and practices are misleading in a material way because they fundamentally misrepresent the characteristics, ingredients, benefits, quality, and nature of Blue Buffalo Products to induce consumers to purchase same, and/or to pay a premium for same.

114. Defendant's unconscionable commercial practices, false promises, misrepresentations, and omissions set forth in this Complaint are material in that they relate to matters which reasonable persons, including Plaintiff Canale and members of the New York Subclass, would attach importance to in their purchasing decisions or conduct regarding the purchase of Blue Buffalo Products.

115. Plaintiffs and members of the New York Subclass were injured because: (a) they would not have purchased Blue Buffalo Products, or would not have purchased Blue Buffalo Products on the same terms, had they known that the products in fact contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives; (b) they paid a price premium for Blue Buffalo Products based on Defendant's false and misleading statements; and (c) Blue Buffalo Products did not have the characteristics and benefits promised because they contained chicken/poultry by-product meals, corn, rice, and/or artificial preservatives. As a result, Plaintiff Canale and the New York Subclass have been damaged in an amount to be proven at trial, but not less than either the purchase price of the Blue Buffalo Products or the difference in value between Blue Buffalo Products as advertised and Blue Buffalo Products as actually sold.



116. On behalf of herself and other members of the New York Subclass, Plaintiff seeks to enjoin the unlawful acts and practices described herein, to recover their actual damages or fifty dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

**COUNT VII**  
**FALSE ADVERTISING**  
**(New York Gen. Bus. Law § 350)**

117. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

118. Plaintiff Canale brings this Count VII individually and on behalf of the members of the New York Subclass against Defendant.

119. Based on the foregoing, Defendant has engaged in consumer-oriented conduct that is deceptive or misleading in a material way and which constitutes false advertising in violation of Section 350 of the New York General Business Law.

120. Defendant's false, misleading and deceptive statements and representations of fact, including but not limited to the TRUE BLUE PROMISE, were and are directed to consumers.

121. Defendant's false, misleading and deceptive statements and representations of fact, including but not limited to the TRUE BLUE PROMISE, were and are likely to mislead a reasonable consumer acting reasonably under the circumstances.

122. Defendant's false, misleading and deceptive statements and representations of fact, including but not limited to the TRUE BLUE PROMISE, have resulted in consumer injury or harm to the public interest.

123. Plaintiff Canale and members of the New York Subclass have been injured because: (a) they would not have purchased Blue Buffalo Products had they known that the

products in fact contained chicken/poultry by-product meals, corn, rice, and/or artificial preservatives; (b) they paid a price premium for Blue Buffalo Products based on Defendant's false and misleading statements; and (c) the Blue Buffalo Products did not have the characteristics and benefits promised because they contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives. As a result, Plaintiff Canale and the New York Subclass have been damaged in an amount to be proven at trial, but not less than either the purchase price of the Blue Buffalo Products or the difference in value between Blue Buffalo Products as advertised and Blue Buffalo Products as actually sold.

124. As a result of Defendant's false, misleading and deceptive statements and representations of fact, including but not limited to the TRUE BLUE PROMISE, Plaintiff Canale has suffered and continues to suffer economic injury.

125. Plaintiff Canale and members of the New York Subclass suffered an ascertainable loss caused by Defendant's misrepresentations because they paid more for Blue Buffalo Products than they would have had they known the truth about the product.

126. On behalf of herself and other members of the New York Subclass, Plaintiff Canale seeks to enjoin the unlawful acts and practices described herein, to recover their actual damages or five hundred dollars, whichever is greater, three times actual damages, and reasonable attorneys' fees.

**COUNT VIII**  
**VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
**(Bus. & Prof. Code §§ 17200, *et seq.*)**

127. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1–60 above, as if fully set forth herein, and further allege as follows.

128. Plaintiff Fisher brings this Count VIII on behalf of himself and the California Subclass under California law against Defendant.

129. Defendant is subject to the Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200, *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising ....”

130. Defendant violated the “unlawful” prong of the UCL by violating California’s Consumers Legal Remedies Act (“CLRA”) as described in Count X, below.

131. Defendant also violated the “unlawful” prong of the UCL by violating California’s False Advertising Law (“FAL”) as described in Count IX, below.

132. Defendant’s conduct, described herein, violated the “unfair” prong of the UCL by misrepresenting that Blue Buffalo Products would conform to the TRUE BLUE PROMISE and provide consumers with Blue Buffalo Products that contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

133. Defendant’s conduct, described herein, violated the “fraudulent” prong of the UCL by misrepresenting that Blue Buffalo Products would conform to the TRUE BLUE PROMISE in that the Blue Buffalo Products would not contain any chicken/poultry by-product meals, corn, rice, soy and artificial preservatives.

134. Plaintiff Fisher and the California Subclass members suffered lost money or property as a result of Defendant’s UCL violations because: (a) they would not have purchased Blue Buffalo Products or would not have purchased Blue Buffalo Products on the same terms if the true facts concerning those products had been known; and (b) they paid a price premium due to the false representations about the products.

**COUNT IX**  
**FOR VIOLATION OF CALIFORNIA'S FALSE ADVERTISING LAW ("FAL")**  
**(Bus. & Prof. Code §§ 17500 *et seq.*)**

135. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each and every allegation in paragraphs 1-60 set forth above, as though fully set forth herein, and further allege as follows.

136. Plaintiff Fisher brings this Count IX on behalf of himself and the California Subclass under California law against Defendant.

137. Defendant violated California Business & Professions Code § 17500 by publicly disseminating misleading and false advertisements promising that Blue Buffalo Products do not contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

138. Defendant's misleading and false advertisements were disseminated to increase sales of Blue Buffalo Products.

139. Defendant knew or should have known its false advertisements were untrue or misleading.

140. Furthermore, Defendant publicly disseminated the false advertisements as part of a plan or scheme and with the intent not to sell Blue Buffalo Products as advertised.

141. Plaintiff Fisher and the members of the California Subclass have suffered harm as a result of these violations of the FAL because: (a) they would not have purchased Blue Buffalo Products or would not have purchased Blue Buffalo Products on the same terms if the true facts concerning the products had been known; and (b) Blue Buffalo Products did not conform to Defendant's representations and promises.

142. Pursuant to Business & Professions Code § 17500, Plaintiff Fisher seeks an order of this Court permanently enjoining Defendant from continuing to publicly disseminate misleading and false advertisements as alleged herein. Plaintiff Fisher also seeks an order that

requires Defendant to: (a) make full restitution for all monies wrongfully obtained; and (b) disgorge all ill-gotten revenues and/or profits.

**COUNT X**  
**VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT ("CLRA")**  
**(Civil Code §§ 1750, *et seq.*)**

143. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation in paragraphs 1-60 set forth above, as if fully set forth herein, and further allege as follows.

144. Plaintiff Fisher brings this Count X on behalf of himself and the California Subclass under California law against Defendant.

145. CLRA § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have.” Defendant violated this provision by misrepresenting that Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, by falsely representing that Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

146. CLRA § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.” Defendant violated this provision by misrepresenting that Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, and by falsely representing that Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

147. CLRA § 1770(a)(9) prohibits “[a]dvertising goods or services with intent not to sell them as advertised.” Defendant violated this provision by misrepresenting that Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial

preservatives, and by falsely representing that Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

148. Plaintiff Fisher and the California Subclass members suffered lost money or property as a result of these violations because: (a) they would not have purchased Blue Buffalo Products or would not have purchased Blue Buffalo Products on the same terms if the true facts concerning those products had been known; (b) they paid a price premium due to the false representations about the products; and (c) the products did not perform as promised.

149. Prior to the filing of this Complaint, CLRA notice letters were served on Defendant, which comply in all respects with California Civil Code § 1782(a). Plaintiff Fisher sent Defendant a letter via certified mail, return receipt requested, advising Defendant that it is in violation of the CLRA and must correct, repair, replace or otherwise rectify the goods alleged to be in violation of § 1770. Defendant was further advised that in the event that the relief requested has not been provided within thirty (30) days, Plaintiff would amend his Complaint to include a request for monetary damages pursuant to the CLRA.

150. Wherefore, such time having elapsed, Plaintiff Fisher now seeks damages for violations of the CLRA.

**COUNT XI**  
**VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT (“NJCFA”)**  
**(NEW JERSEY STAT. §§ 56:8-1, *et seq.*)**

151. Plaintiffs and Class members hereby reappear, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

152. Plaintiff Delre brings this Count XI on behalf of himself and the New Jersey Subclass against Defendant.

153. Defendant, by selling, distributing, designing, packaging and marketing Blue Buffalo Products, as set forth above and below engaged in deceptive practices and acts in violation of New Jersey Stat. § 56:8-1, *et seq.* (“NJCFA”).

154. Namely, Defendant used unconscionable commercial practices, fraud, deception, false pretense, false promise, misrepresentation, and the knowing concealment, suppression, or omission of material facts with the intent that others, including Plaintiff Delre and members of the New Jersey Subclass, rely upon such concealment, suppression or omission, in connection with the sale or advertisement of Blue Buffalo Products, which are “merchandise” under the NJCFA.

155. Defendant engaged in unconscionable commercial conduct because it misrepresented that Blue Buffalo Products did not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, when Blue Buffalo Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

156. The sale of Blue Buffalo Products in New Jersey to Plaintiff Delre and members of the New Jersey Subclass is an unlawful practice in violation of § 56:8-2 of the NJCFA.

157. Defendant included its TRUE BLUE PROMISE on every bag of its Blue Buffalo Products in order to induce Plaintiff Delre and the New Jersey Subclass to purchase Blue Buffalo Products and/or to pay a premium for Blue Buffalo Products.

158. As a result of Defendant’s conduct, Plaintiff Delre and the members of the New Jersey Subclass sustained ascertainable losses, and were damaged thereby.

159. As set forth in § 56:8-2.11, Defendant is liable to Plaintiff Delre and members of the New Jersey Subclass for a refund of all monies obtained from them in the purchase of Blue Buffalo Products.

160. As set forth in § 56:8-2.12, Plaintiff Delre and members of the New Jersey Subclass may maintain a private right of action to recover such refunds.

161. Plaintiff Delre and members of the New Jersey Subclass suffered an ascertainable loss caused by Defendant's misrepresentations because: (a) they would not have purchased Blue Buffalo Products or would not have purchased Blue Buffalo Products on the same terms if the true facts concerning those products had been known; (b) they paid a price premium due to the false representations about the products; and (c) the products were not of the quality promised in that they contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

162. Defendant's dissemination of these misrepresentations in order to sell more of its product were actuated by actual malice and/or accompanied by a wanton and willful disregard of harm to Plaintiff Delre and members of the New Jersey Subclass.

163. As set forth in § 56:8-19, Plaintiff Delre and members of the New Jersey Subclass may bring this action and this Court "shall, in addition to any other appropriate legal or equitable relief, award threefold the damages sustained by any person in interest . . . [and] the court shall also award reasonable attorneys' fees, filing fees, and reasonable costs of suit." Plaintiff Delre and New Jersey Subclass members seek this relief.

**COUNT XII**  
**VIOLATION OF THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT,**  
**WARRANTY AND NOTICE ACT ("TCCWNA")**  
**(NEW JERSEY STAT. §§ 56:12-14 to 56:12-18)**

164. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

165. Plaintiff Delre brings this Count XII on behalf of himself and the New Jersey Subclass against Defendant.

166. The TCCWNA provides:



No seller...shall in the course of his business offer to any consumer or prospective consumer or enter into any written consumer contract or give or display any written consumer warranty, notice or sign ...which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller, lessor, creditor, lender or bailee as established by State or Federal law at the time the offer is made or the consumer contract is signed or the warranty, notice or sign is given or displayed.

167. The labels and marketing materials for Blue Buffalo products, including, but not limited to the TRUE BLUE PROMISE, are written consumer warranties, notices and/or signs offered, given and/or displayed to consumers and prospective consumers subject to the TCCWNA.

168. Plaintiffs and class members are “consumer[s] or prospective consumer[s]” within the meaning of N.J.S.A. § 56:12-15.

169. Defendant is a “seller” within the meaning of N.J.S.A. § 56:12-15.

170. The rights of consumers to truthful and accurate statements on the labels and marketing materials for Blue Buffalo products, as well as the right to avoid deception caused by false and misleading statements on such labels and marketing materials, are “clearly established legal rights” under N.J.S.A. § 56:8-2.

171. The responsibility of a seller to refrain from the employment of any unconscionable commercial practice, deception, fraud, false pretense, or misrepresentation, and to refrain from the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of merchandise, and to refrain from selling products with labels that make false statements about the products, are clearly established under N.J.S.A. § 56:8-2.

172. The Defendant violated the TCCWNA by misrepresenting that Blue Buffalo products do not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

173. Pursuant to N.J.S.A. § 56:12-17, Defendant is liable to Plaintiff Delre and the New Jersey Subclass for a civil penalty of not less than \$ 100.00 or for actual damages, or both at the election of the consumer. In addition, Plaintiff Delre and the New Jersey Subclass are entitled to reimbursement for all reasonable attorney's fees and court costs incurred as a result of bringing this action.

**COUNT XIII**  
**VIOLATION OF ILLINOIS UNFAIR PRACTICES ACT**  
**(805 ILL. COMP. STAT. 505/1, *et seq.*)**

174. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth above in paragraphs 1-60, as if fully set forth herein, and further allege as follows.

175. Plaintiff Stone asserts this Count XIII on behalf of herself and the Illinois Subclass against Defendant.

176. The Illinois Unfair Practices Act, 805 Ill. Comp. Stat. 505/2, *et seq.*, prohibits a corporation from engaging in unfair or deceptive trade practices. The Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act," approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

177. At all relevant times, Blue Buffalo Products have been available for purchase by consumers through the State of Illinois.

178. At all relevant times, Defendant has been engaged in advertising, offering for sale, selling and/or distributing Blue Buffalo Products directly or indirectly to the residents of the State of Illinois.

179. Plaintiff Stone and members of the Illinois Subclass have purchased Blue Buffalo Products for their own personal and/or household use.

180. At all relevant times, Defendant, in connection with its advertisements, offers for sale, sales, and distribution of Blue Buffalo Products, knowingly and purposefully misrepresented the material fact that the Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives; and concealed, omitted, and/or suppressed the material fact that Blue Buffalo Products do contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, contrary to the TRUE BLUE PROMISE. Defendant intended that Plaintiff Stone and members of the Illinois Subclass would rely upon its misrepresentations, concealments, omissions, and/or suppressions so that Plaintiff Stone and members of the Illinois Subclass would purchase Blue Buffalo Products. Defendant's packaging of Blue Buffalo Products makes false or misleading representations that the Blue Buffalo Products do not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives which tended to deceive, or deceived or misled, consumers. In truth, Blue Buffalo Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

181. The material misrepresentations and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff Stone, the Illinois Subclass, and the general public into believing that Blue Buffalo Products did not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, when, in

fact, as set forth in detail above, Blue Buffalo Products do contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

182. Had Plaintiff Stone and the Illinois Subclass members known Blue Buffalo Products did not conform to the quality as advertised, in that Blue Buffalo Products contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, they would not have purchased Blue Buffalo Products.

183. As a result of Defendant's deceptive and unfair acts, Plaintiff Stone and the Illinois Subclass members have been damaged in the amount of either the purchase price they paid for Blue Buffalo Products or the difference between the premium price paid for Blue Buffalo Products and the price they would have paid had they known that Blue Buffalo products were not of the nature and quality promised in that Blue Buffalo Products contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives. Defendant's conduct offends established public policy, and is substantially injurious to consumers.

184. Plaintiff Stone and members of the Illinois Subclass are entitled to damages in an amount to be proven at trial, but not less than either the purchase price they paid for Blue Buffalo Products or the difference between the premium price paid for Blue Buffalo Products and the price they would have paid had they known that the Blue Buffalo Products do in fact contain any chicken/poultry by-product meals, corn, rice, and/or artificial preservatives.

185. Defendant should also be ordered to cease its deceptive advertising, and should be made to engage in a corrective advertising campaign, to inform consumers that Blue Buffalo Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

186. Defendant included its TRUE BLUE PROMISE on every bag of Blue Buffalo Products in order to induce Plaintiff Stone and members of the Illinois Subclass to purchase Blue Buffalo Products and/or to pay a premium for Blue Buffalo Products.

187. As a result of Defendant's conduct, Plaintiff Stone and members of the Illinois Subclass have been injured by Defendant's unlawful conduct.

**COUNT XIV**  
**VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**("FDUTPA")**  
**(FLA. STAT. §§ 501.201, *et seq.*)**

188. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth above in paragraphs 1-60, as if fully set forth herein, and further allege as follows.

189. Plaintiff Mackenzie brings this Count XIV on behalf of herself and the Florida Subclass against Defendant.

190. Defendant violated Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") by engaging in unfair methods of competition, unconscionable acts and practices, and unfair and deceptive acts and practices in the conduct of their business. The material misrepresentations and omissions alleged herein constitute deceptive and unfair trade practices, in that they were intended to and did deceive Plaintiff Mackenzie and the general public, into believing that Blue Buffalo Products contained no chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, by falsely representing that Blue Buffalo Products conformed to the TRUE BLUE PROMISE.

191. Defendant's deceptive and unfair practice is targeted at consumers to make them believe that Blue Buffalo Products contain better ingredients than competitor products, thus leading consumers to believe that they are paying a price premium because Blue Buffalo Products are superior to less expensive alternatives.

192. The above discussed advertising and labeling of Blue Buffalo Products is likely to, and does, mislead reasonable consumers.

193. Had Plaintiff Mackenzie and the Florida Subclass members known Blue Buffalo Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, they would not have purchased Blue Buffalo Products or would not have purchased Blue Buffalo Products on the same terms.

194. As a result of Defendant's deceptive and unfair acts, Plaintiff Mackenzie and the Florida Subclass members have been damaged in the amount of the purchase price of the Blue Buffalo Products or the difference between the premium price paid for Blue Buffalo Products and the price they would have paid had they known that the Blue Buffalo Products do not conform to Defendant's representations.

195. Defendant's conduct offends established public policy and is substantially injurious to consumers.

196. Plaintiff Mackenzie and the Florida Subclass members are entitled to damages in an amount to be proven at trial, but not less than either the purchase price of the Blue Buffalo Products or the difference between the premium price paid for Blue Buffalo Products and the price they would have paid had they known that the Blue Buffalo Products do not perform as advertised. The price Plaintiff Mackenzie and the Florida Subclass members would have paid is no more than the market value of the Blue Buffalo Products, had Plaintiff Mackenzie and the Florida Subclass members known that Blue Buffalo Products do not conform to Defendant's representations.

197. Defendant should also be ordered to cease its deceptive advertising, and should be made to engage in a corrective advertising campaign, to inform consumers that Blue Buffalo

Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

**COUNT XV**  
**VIOLATION OF OHIO'S CONSUMER SALES PRACTICES ACT**  
**("CSPA")**  
**(O.R.C. 1345.01, *et seq.*)**

198. Plaintiffs and Class members hereby repeat, re-allege, and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

199. Plaintiff Cox brings this Count XV on behalf of herself and the Ohio Subclass under Ohio law against Defendant.

200. The Ohio CSPA prohibits unfair or deceptive acts or practices in consumer transactions: "No supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction. Such an unfair or deceptive act or practice by a supplier violates this section whether it occurs before, during, or after the transaction." O.R.C. §1345.02(A).

201. The CSPA defines "consumer transaction" as "a sale, lease, assignment, award by chance, or other transfer of an item of goods, a service, a franchise, or an intangible, to an individual for purposes that are primarily personal, family, or household, or solicitation to supply any of these things." O.R.C. §1345.01(A).

202. Defendant is a "person" and/or "supplier" engaged in "consumer transactions" within the meaning of O.R.C. §1345.01.

203. Plaintiff Cox and the members of the Ohio Subclass are "consumers" within the meaning of O.R.C. §1345.01.

204. Without limiting the scope of §1345.02(A), the CSPA enumerates several specific acts or practices of a supplier that are per se deceptive, including the following that are particularly applicable to the allegations in this Complaint: "That the subject of a consumer

transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have;” or “That the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription, or model, if it is not.” O.R.C. §1345.02(B)(1) and (2).

205. Defendant engaged in unfair or deceptive acts or practices by stating that Blue Buffalo Products have certain performance characteristics or benefits that the products do not have in violation of O.R.C. §1345.02(B)(1). Specifically, Defendant stated that Blue Buffalo Products do not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, when, in fact, Blue Buffalo Products do contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

206. Defendant engaged in unfair or deceptive acts or practices by stating that Blue Buffalo Products are of a particular standard, quality, or grade, but they are not, in violation of O.R.C. §1345.02(B)(2). Specifically, Defendant stated that Blue Buffalo Products do not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, when, in fact, Blue Buffalo Products do contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

207. In addition to the foregoing, the CSPA also separately prohibits unconscionable acts or practices in connection with a consumer transaction: “No supplier shall commit an unconscionable act or practice in connection with a consumer transaction. Such an unconscionable act or practice by a supplier violates this section whether it occurs before, during, or after the transaction.” O.R.C. §1345.03(A).

208. The CSPA enumerates seven specific circumstances that “shall be taken into consideration” in order to determine whether an act or practice is unconscionable, including the following two circumstances that are particularly applicable to the allegations in this Complaint: “Whether the supplier knew at the time the consumer transaction was entered into that the price



was substantially in excess of the price at which similar property or services were readily obtainable in similar consumer transactions by like consumers”; and “Whether the supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment.” O.R.C. §1345.03(A)(2) and (6).

209. Defendant engaged in unconscionable acts or practices because Defendant knew at the time each consumer transaction was entered into that the price of its Blue Buffalo Products were substantially in excess of the price at which similar property or services were readily obtainable in similar consumer transactions by like consumers in violation of O.R.C. §1345.03(A)(2). Specifically, Defendant charged consumers a price for Blue Buffalo Products that was substantially in excess of the price at which similar competitor products were readily obtainable in similar consumer transactions by like consumers.

210. Defendant engaged in unconscionable acts or practices because knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment in violation of O.R.C. §1345.03(A)(6). Specifically, Defendant knowingly made misleading statements that Blue Buffalo Products do not contain any chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives, which consumers were likely to rely on to their detriment.

211. Plaintiff Cox and members of the Ohio Subclass have been injured by Defendant's unfair, deceptive and/or unconscionable acts or practices because: (a) they would not have purchased Blue Buffalo Products had they known that the products in fact contained chicken/poultry by-product meals, corn, rice, and/or artificial preservatives; (b) they paid a price premium for Blue Buffalo Products based on Defendant's false and misleading statements; and (c) the Blue Buffalo Products did not have the characteristics, benefits, standard, quality, or

grade promised because they contained chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives.

212. As a direct and proximate result, Plaintiff Cox and the Ohio Subclass have been damaged in an amount to be proven at trial, but not less than either the purchase price of the Blue Buffalo Products or the difference between the premium price paid for Blue Buffalo Products and the price they would have paid had they known that the Blue Buffalo Products were not of the nature and quality promised.

213. Defendant's conduct as alleged constitutes intentional and wanton violation of Plaintiff Cox's rights and the rights of the members of the Ohio Subclass, or was done with a reckless indifference to those rights.

214. Defendant should also be ordered to cease its deceptive advertising, and should be made to engage in a corrective advertising campaign, to inform consumers that Blue Buffalo Products do in fact contain chicken/poultry by-product meals, corn, rice, soy and/or artificial preservatives. O.R.C. §1345.09(D).

215. The court may award Plaintiffs a reasonable attorney's fee if Defendant knowingly committed an act or practice that violates the CSPA. O.R.C. §1345.09(F)(2).

**COUNT XVI**  
**VIOLATION OF MASSACHUSETTS GENERAL LAW CHAPTER 93A**

216. Plaintiffs and Class members hereby repeat, re-allege and incorporate by reference each allegation set forth in paragraphs 1-60 above, as if fully set forth herein, and further allege as follows.

217. Plaintiff McCusker brings this Count XVI on behalf of himself and the Massachusetts Subclass under Massachusetts law against Defendant.

218. Upon information and belief, Defendant was notified of the violations complained of herein more than 30 days prior to the filing of this First Amended Consolidated

Complaint when it received a detailed demand letter that complied in all respects with Massachusetts General Laws, Chapter 93A, Section 9, to which Defendant did not respond.

219. Plaintiff McCusker and the Massachusetts Subclass members purchased Blue Buffalo Products for personal, family or household purposes during the Class Period.

220. Defendant has engaged in trade or business throughout the Class Period.

221. Defendant's actions as described herein were unfair.

222. Defendant's actions as described herein were deceptive.

223. Defendant's actions resulted in a loss of money to Plaintiff and the Massachusetts Subclass.

224. Defendant willfully and knowingly violated Chapter 93A, as described above.

225. Defendant refused to grant relief in bad faith with knowledge or reason to know that its acts violated Chapter 93A.

226. Plaintiffs and the Massachusetts Subclass seek actual and/or statutory damages, treble damages, reasonable attorneys' fees and costs, pre- and post-judgment interest, injunctive relief, and such other and further relief as this Court may deem appropriate

**RELIEF DEMANDED**

227. WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, seek a judgment against Defendant, as follows:

- a. For an order certifying the nationwide Class and Subclasses under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiffs as representatives of the Class and Subclasses and Plaintiffs' attorneys as Class Counsel to represent the Class and Subclass members;
- b. For an order declaring that Defendant's conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiffs, the nationwide Class, and the Subclasses on all counts asserted herein;

- d. For compensatory, statutory, and punitive damages in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For injunctive relief as pleaded or as the Court may deem proper; and
- h. For an order awarding Plaintiffs and the Class and Subclasses their reasonable attorneys' fees and expenses and costs of suit.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury on all claims so triable.

Dated: December 21, 2015

Respectfully submitted,

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*Member of Plaintiffs' Executive Committee*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing was served electronically upon all counsel of record via the CM/ECF system on this 21<sup>st</sup> day of December, 2015.

/s/John G. Simon  
John G. Simon

**Exhibit A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI**

IN RE BLUE BUFFALO COMPANY, LTD.  
MARKETING AND SALES PRACTICES  
LITIGATION

Case No. 14-md-02562-RWS

**Product List**

UPC	Product Name
<b>Dry Dog Food</b>	
840243109746	Basics Adult Grain Free Turkey 4 oz Sample
859610002863	Basics Adult Salmon 11 lb
859610002870	Basics Adult Salmon 24 lb
859610002849	Basics Adult Salmon 4 lb
859610002825	Basics Adult Turkey 11 lb
859610002832	Basics Adult Turkey 24 lb
859610002801	Basics Adult Turkey 4 lb
840243100026	Basics Grain Free Adult Duck 22 lb
840243100002	Basics Grain Free Adult Duck 4 lb
840243100040	Basics Grain Free Adult Lamb 11 lb
840243100057	Basics Grain Free Adult Lamb 22 lb
840243100033	Basics Grain Free Adult Lamb 4 lb
840243105441	Basics Grain Free Adult Salmon 11 lb
840243105465	Basics Grain Free Adult Salmon 22 lb
840243105427	Basics Grain Free Adult Salmon 4 lb
840243100064	Basics Grain Free Large Breed Adult Lamb 22 lb
840243100088	Basics Grain Free Small Breed Adult Lamb 11 lb
840243100071	Basics Grain Free Small Breed Adult Lamb 4 lb
859610007523	Basics Grain Free Turkey & Potato Recipe 11 lb
859610007530	Basics Grain Free Turkey & Potato Recipe 24 lb
859610007509	Basics Grain Free Turkey & Potato Recipe 4.5 lb
859610005857	Basics Healthy Weight Turkey & Potato Recipe 24 lb
859610005833	Basics Healthy Weight Turkey & Potato Recipe 4 lb
859610005826	Basics Large Breed Turkey & Potato 24 lb
859610005765	Basics Puppy Turkey & Potato 11 lb
859610005772	Basics Puppy Turkey & Potato 24 lb
859610005741	Basics Puppy Turkey & Potato 4 lb
840243105434	Basics Salmon 11 lb
840243105458	Basics Salmon 24 lb

UPC	Product Name
840243105410	Basics Salmon 4 lb
859610006717	Basics Senior Turkey & Potato Recipe 24 lb
859610006687	Basics Senior Turkey & Potato Recipe 4 lb
859610005802	Basics Small Breed Turkey & Potato 11 lb
859610005789	Basics Small Breed Turkey & Potato 4 lb
840243105397	Basics Turkey 11 lb
840243105403	Basics Turkey 24 lb
840243105380	Basics Turkey 4 lb
859610001460	Blue Adult 4 oz Sample
859610000098	Blue Adult Chicken & Brown Rice 15 lb
859610000111	Blue Adult Chicken & Brown Rice 30 lb
859610005963	Blue Adult Chicken & Brown Rice 33 lb
859610000074	Blue Adult Chicken & Brown Rice 6 lb
840243109715	Blue Adult Chicken 4 oz Sample
859610000302	Blue Adult Fish & Sweet Potato 15 lb
859610000326	Blue Adult Fish & Sweet Potato 30 lb
859610005987	Blue Adult Fish & Sweet Potato 33 lb
859610000289	Blue Adult Fish & Sweet Potato 6 lb
859610000357	Blue Adult Lamb And Brown Rice 15 lb
859610000371	Blue Adult Lamb And Brown Rice 30 lb
859610000333	Blue Adult Lamb And Brown Rice 6 lb
859610000364	Blue Adult Large Breed 15 lb
859610000388	Blue Adult Large Breed 30 lb
840243112944	Blue Chicken & Brown Rice Adult 33 lb
840243112975	Blue Fish & Sweet Potato 33 lb
859610000043	Blue Healthy Weight Chicken & Brown Rice 15 lb
859610000067	Blue Healthy Weight Chicken & Brown Rice 30 lb
859610000029	Blue Healthy Weight Chicken & Brown Rice 6 lb
840243112968	Blue Lamb And Brown Rice Adult 33 lb
840243112951	Blue Large Breed Adult 33 lb
859610005970	Blue Large Breed Adult Chicken & Brown Rice 33 lb
859610002566	Blue Large Breed Adult Fish & Oat 15 lb
859610002573	Blue Large Breed Adult Fish & Oat 30 lb
840243105236	Blue Large Breed Adult Fish & Oat 30 lb
840243102709	Blue Large Breed Adult Lamb 30 lb
859610002603	Blue Large Breed Healthy Weight Chicken & Brown Rice 15 lb
859610002610	Blue Large Breed Healthy Weight Chicken & Brown Rice 30 lb
840243105250	Blue Large Breed Healthy Weight Chicken & Brown Rice 30 lb
859610005994	Blue Large Breed Puppy Chicken & Brown Rice 33 lb
859610002580	Blue Large Breed Senior Chicken & Brown Rice 15 lb
859610002597	Blue Large Breed Senior Chicken & Brown Rice 30 lb
840243105243	Blue Large Breed Senior Chicken & Brown Rice 30 lb



UPC	Product Name
859610000036	Blue Puppy Chicken & Brown Rice 15 lb
859610000050	Blue Puppy Chicken & Brown Rice 30 lb
859610000012	Blue Puppy Chicken & Brown Rice 6 lb
840243109722	Blue Puppy Chicken 4 oz Sample
859610001996	Blue Puppy Lamb & Oat 15 lb
840243105151	Blue Puppy Lamb & Oat 15 lb
859610002993	Blue Puppy Lamb & Oat 30 lb
840243105526	Blue Puppy Lamb & Oat 30 lb
859610001989	Blue Puppy Lamb & Oat 6 lb
840243105144	Blue Puppy Lamb & Oat 6 lb
859610000296	Blue Puppy Lamb And Brown Rice 15 lb
859610000272	Blue Puppy Lamb And Brown Rice 6 lb
859610000425	Blue Puppy Large Breed 15 lb
859610000449	Blue Puppy Large Breed 30 lb
859610000159	Blue Senior Chicken & Brown Rice 15 lb
859610000173	Blue Senior Chicken & Brown Rice 30 lb
859610000135	Blue Senior Chicken & Brown Rice 6 lb
840243102655	Blue Senior Lamb 15 lb
840243102662	Blue Senior Lamb 30 lb
840243102648	Blue Senior Lamb 6 lb
859610007448	Blue Small Bite Adult Chicken & Brown Rice 15 lb
859610007455	Blue Small Bite Adult Chicken & Brown Rice 30 lb
859610007462	Blue Small Bite Senior Chicken & Brown Rice 15 lb
859610001248	Blue Small Breed 15 lb
859610001231	Blue Small Breed 6 lb
840243105298	Blue Small Breed Adult Fish & Brown Rice 15 lb
859610002658	Blue Small Breed Adult Fish & Brown Rice 15 lb
840243105281	Blue Small Breed Adult Fish & Brown Rice 6 lb
859610002641	Blue Small Breed Adult Fish & Brown Rice 6 lb
840243105700	Blue Small Breed Adult Healthy Weight 15 lb
840243105694	Blue Small Breed Adult Healthy Weight 6 lb
859610003709	Blue Small Breed Adult Healthy Weight Chicken & Brown Rice 15 lb
859610003693	Blue Small Breed Adult Healthy Weight Chicken & Brown Rice 6 lb
859610003686	Blue Small Breed Adult Lamb 15 lb
859610003679	Blue Small Breed Adult Lamb 6 lb
840243105687	Blue Small Breed Adult Natural Lamb Recipe 15 lb
840243105670	Blue Small Breed Adult Natural Lamb Recipe 6 lb
840243104888	Blue Small Breed Chicken & Brown Rice 15 lb
840243104871	Blue Small Breed Chicken & Brown Rice 6 lb
840243105274	Blue Small Breed Puppy Chicken & Oat 15 lb
859610002634	Blue Small Breed Puppy Chicken & Oat 15 lb
840243105267	Blue Small Breed Puppy Chicken & Oat 6 lb

UPC	Product Name
859610002627	Blue Small Breed Puppy Chicken & Oat 6 lb
840243105311	Blue Small Breed Senior Chicken & Brown Rice 15 lb
859610002672	Blue Small Breed Senior Chicken & Brown Rice 15 lb
840243105304	Blue Small Breed Senior Chicken & Brown Rice 6 lb
859610002665	Blue Small Breed Senior Chicken & Brown Rice 6 lb
840243105717	Blue Toy Breed Adult Chicken 4 lb
859610003716	Blue Toy Breed Adult Chicken 4 lb
859610006793	Freedom Adult 11 lb
859610006809	Freedom Adult 24 lb
859610006779	Freedom Adult 4 lb
840243105854	Freedom Adult Beef 11 lb
859610003976	Freedom Adult Beef 11 lb
840243105861	Freedom Adult Beef 24 lb
859610003983	Freedom Adult Beef 24 lb
840243105847	Freedom Adult Beef 4 lb
859610003952	Freedom Adult Beef 4 lb
840243100699	Freedom Adult Healthy Weight Chicken 24 lb
840243100682	Freedom Adult Healthy Weight Chicken 4 lb
840243100804	Freedom Adult Lamb 11 lb
840243100811	Freedom Adult Lamb 24 lb
840243100798	Freedom Adult Lamb 4 lb
840243100835	Freedom Adult Large Breed Beef 24 lb
840243100828	Freedom Adult Large Breed Lamb 24 lb
859610006847	Freedom Large Breed 24 lb
840243109999	Freedom Large Breed Senior Chicken 24 lb
859610006755	Freedom Puppy 11 lb
859610006762	Freedom Puppy 12 lb
859610006731	Freedom Puppy 4 lb
840243100767	Freedom Puppy Beef 11 lb
840243100774	Freedom Puppy Beef 24 lb
840243100781	Freedom Puppy Large Breed Chicken 24 lb
840243100712	Freedom Puppy Small Breed Chicken 11 lb
840243100705	Freedom Puppy Small Breed Chicken 4 lb
840243100668	Freedom Senior Chicken 11 lb
840243100675	Freedom Senior Chicken 24 lb
840243100651	Freedom Senior Chicken 4 lb
859610006830	Freedom Small Breed 11 lb
859610006816	Freedom Small Breed 4 lb
859610001880	Longevity Adult 20 lb
859610001859	Longevity Adult 4.5 lb
859610001873	Longevity Adult 9.5 lb
859610002795	Longevity Adult Whitefish 24 lb

UPC	Product Name
859610008056	Longevity Adult Whitefish 24 lb
859610002764	Longevity Adult Whitefish 4 lb
859610008025	Longevity Adult Whitefish 4 lb
859610002788	Longevity Adult Whitefish 9 lb
859610008049	Longevity Adult Whitefish 9 lb
859610001897	Longevity Mature 4 lb
859610008063	Longevity Mature 4 lb
859610001910	Longevity Mature 9 lb
859610008087	Longevity Mature 9 lb
859610002559	Longevity Mature Whitefish 24 lb
859610008094	Longevity Mature Whitefish 24 lb
859610001828	Longevity Puppy 4 lb
859610007981	Longevity Puppy 4 lb
859610001842	Longevity Puppy 9 lb
859610008001	Longevity Puppy 9 lb
859610002986	Longevity Puppy Whitefish 24 lb
859610008018	Longevity Puppy Whitefish 24 lb
859610001309	Organics Chicken & Brown Rice 10 lb
859610001316	Organics Chicken & Brown Rice 20 lb
859610001293	Organics Chicken & Brown Rice 5 lb
840243109739	Wilderness Adult Chicken 4 oz Sample
840243101191	Wilderness Adult Chicken Small Bite 11 lb
840243101207	Wilderness Adult Chicken Small Bite 24 lb
840243104093	Wilderness Adult Large Breed Healthy Weight Chicken 24 lb
840243101184	Wilderness Adult Large Breed Salmon 24 lb
859610002740	Wilderness Adult Salmon 11 lb
840243104055	Wilderness Adult Small Breed Healthy Weight Chicken 11 lb
840243104048	Wilderness Adult Small Breed Healthy Weight Chicken 4.5 lb
840243105335	Wilderness Chicken 11 lb
859610002702	Wilderness Chicken 11 lb
859610002719	Wilderness Chicken 24 lb
840243105342	Wilderness Chicken 24 lb
859610002689	Wilderness Chicken 4.5 lb
840243105328	Wilderness Chicken 4.5 lb
859610001965	Wilderness Duck 11 lb
840243105120	Wilderness Duck 11 lb
859610001972	Wilderness Duck 24 lb
840243105137	Wilderness Duck 24 lb
859610001941	Wilderness Duck 4.5 lb
840243105113	Wilderness Duck 4.5 lb
859610005710	Wilderness Healthy Weight 11 lb
859610005727	Wilderness Healthy Weight 24 lb

UPC	Product Name
859610006328	Wilderness Healthy Weight 4.5 lb
859610005703	Wilderness Large Breed 24 lb
859610008872	Wilderness Large Breed Puppy Chicken 24 lb
840243110032	Wilderness Large Breed Senior Chicken 24 lb
859610005659	Wilderness Puppy 11 lb
859610005666	Wilderness Puppy 24 lb
859610005635	Wilderness Puppy 4.5 lb
859610008858	Wilderness Rocky Mountain Recipes Adult Bison 10 lb
859610008865	Wilderness Rocky Mountain Recipes Adult Bison 22 lb
859610008834	Wilderness Rocky Mountain Recipes Adult Bison 4 lb
840243101078	Wilderness Rocky Mountain Recipes Adult Boar 10 lb
840243101085	Wilderness Rocky Mountain Recipes Adult Boar 22 lb
840243101061	Wilderness Rocky Mountain Recipes Adult Boar 4 lb
840243100958	Wilderness Rocky Mountain Recipes Adult Healthy Weight Red Meat 22 lb
840243100934	Wilderness Rocky Mountain Recipes Adult Healthy Weight Red Meat 4 lb
840243101047	Wilderness Rocky Mountain Recipes Adult Rabbit 10 lb
840243101054	Wilderness Rocky Mountain Recipes Adult Rabbit 22 lb
840243101030	Wilderness Rocky Mountain Recipes Adult Rabbit 4 lb
859610008780	Wilderness Rocky Mountain Recipes Adult Red Meat 10 lb
859610008797	Wilderness Rocky Mountain Recipes Adult Red Meat 22 lb
859610008766	Wilderness Rocky Mountain Recipes Adult Red Meat 4 lb
840243100927	Wilderness Rocky Mountain Recipes Adult Small Breed Red Meat 10 lb
840243102006	Wilderness Rocky Mountain Recipes Adult Trout 10 lb
840243101023	Wilderness Rocky Mountain Recipes Adult Trout 22 lb
840243101993	Wilderness Rocky Mountain Recipes Adult Trout 4 lb
859610008803	Wilderness Rocky Mountain Recipes Large Breed Red Meat 22 lb
840243102990	Wilderness Rocky Mountain Recipes Adult Bison 22 lb
840243102976	Wilderness Rocky Mountain Recipes Puppy Bison 10 lb
840243102983	Wilderness Rocky Mountain Recipes Puppy Bison 22 lb
840243102969	Wilderness Rocky Mountain Recipes Puppy Bison 4 lb
840243100989	Wilderness Rocky Mountain Recipes Puppy Red Meat 22 lb
840243100965	Wilderness Rocky Mountain Recipes Puppy Red Meat 4 lb
840243101016	Wilderness Rocky Mountain Recipes Senior Red Meat 22 lb
840243100996	Wilderness Rocky Mountain Recipes Senior Red Meat 4 lb
859610008810	Wilderness Rocky Mountain Recipes Small Breed Red Meat 4 lb
840243105366	Wilderness Salmon 11 lb
859610002757	Wilderness Salmon 24 lb
840243105373	Wilderness Salmon 24 lb
859610002726	Wilderness Salmon 4.5 lb
840243105359	Wilderness Salmon 4.5 lb
840243104925	Wilderness Senior Chicken 11 lb
859610001439	Wilderness Senior Chicken 11 lb

UPC	Product Name
859610005734	Wilderness Senior Chicken 24 lb
840243105724	Wilderness Senior Chicken 4.5 lb
859610003730	Wilderness Senior Chicken 4.5 lb
859610005697	Wilderness Small Breed Adult 11 lb
859610005673	Wilderness Small Breed Adult 4.5 lb
840243110025	Wilderness Toy Breed Adult Chicken 4 lb
859610001279	Wilderness Turkey & Chicken 11 lb
859610001286	Wilderness Turkey & Chicken 26 lb
859610001262	Wilderness Turkey & Chicken 4.5 lb
<b>Wet Dog Food</b>	
840243101917	Basics Grain Free Adult Duck 12.5 oz
840243103799	Basics Grain Free Adult Lamb 12.5 oz
840243104840	Basics Grain Free Adult Small Breed Lamb Cups 3 oz
840243104833	Basics Grain Free Adult Small Breed Salmon Cups 3 oz
840243104826	Basics Grain Free Adult Small Breed Turkey Cups 3 oz
840243104130	Basics Grain Free Senior Turkey 12.5 oz
859610005949	Basics Large Breed Turkey 12.5 oz
859610005925	Basics Salmon 12.5 oz
859610005901	Basics Turkey 12.5 oz
840243104956	Blue Beef Sirloin Dinner With Fresh Carrots & Garden Peas 12.5 oz
840243111008	Blue Boo Stew Adult 12.5 oz
859610001521	Blue Chicken & Brown Rice 12.5 oz
859610000708	Blue Chicken & Brown Rice 12.5 oz
840243104932	Blue Chicken & Brown Rice Dinner With Garden Vegetables 12.5 oz
840243100125	Blue Chunky Stew Chicken 12.5 oz
840243100149	Blue Chunky Stew Lamb 12.5 oz
840243100156	Blue Chunky Stew Turkey 12.5 oz
840243109951	Blue Divine Delight Small Breed Beef (Pouch) 3 oz
840243109913	Blue Divine Delight Small Breed Chicken (Pouch) 3 oz
840243109937	Blue Divine Delight Small Breed Duck (Pouch) 3 oz
840243109968	Blue Divine Delight Small Breed Lamb (Pouch) 3 oz
840243109944	Blue Divine Delight Small Breed Salmon (Pouch) 3 oz
840243109920	Blue Divine Delight Small Breed Turkey (Pouch) 3 oz
859610008438	Blue Divine Delights Small Breed Beef 3 oz
859610008452	Blue Divine Delights Small Breed Chicken 3 oz
859610008476	Blue Divine Delights Small Breed Duck 3 oz
859610008490	Blue Divine Delights Small Breed Lamb 3 oz
859610008513	Blue Divine Delights Small Breed Salmon 3 oz
859610008537	Blue Divine Delights Small Breed Turkey 3 oz
859610003181	Blue Family Favorites Backyard Bbq 12.5 oz
840243105540	Blue Family Favorites Backyard Bbq 12.5 oz
859610003266	Blue Family Favorites Chicken Pot Pie 12.5 oz

UPC	Product Name
840243105588	Blue Family Favorites Mom's Chicken Pie 12.5 oz
859610003228	Blue Family Favorites Shepherd's Pie 12.5 oz
840243105564	Blue Family Favorites Shepherd's Pie 12.5 oz
859610006854	Blue Family Favorites Sunday Chicken Dinner 12.5 oz
859610003242	Blue Family Favorites Thanksgiving Day Feast 12.5 oz
859610003204	Blue Family Favorites Turducken 12.5 oz
840243105557	Blue Family Favorites Turducken 12.5 oz
840243105571	Blue Family Favorites Turkey Day Feast 12.5 oz
840243102754	Blue Healthy Starts Beef & Eggs 3 oz Cups
840243102778	Blue Healthy Starts Chicken & Eggs 3 oz Cups
840243102785	Blue Healthy Starts Salmon & Eggs 3 oz Cups
840243102761	Blue Healthy Starts Turkey Hash 3 oz Cups
859610001606	Blue Hearty Venison Dinner With Sweet Potatoes & Garden Vegetables 12.5 oz
840243105731	Blue Homestyle Recipe Puppy Chicken Dinner 12.5 oz
859610007479	Blue Homestyle Recipe Senior Chicken Dinner 12.5 oz
840243105748	Blue Homestyle Recipe Toy Breed Chicken Dinner 5.5 oz
840243100170	Blue Homestyle Recipes Adult Healthy Weight Chicken Pate 12.5 oz
859610000951	Blue Homestyle Recipes Fish & Sweet Potato 12.5 oz
840243105519	Blue Homestyle Recipes Large Breed Chicken 12.5 oz
859610002962	Blue Homestyle Recipes Large Breed Chicken 12.5 oz
859610003754	Blue Homestyle Recipes Puppy Chicken 12.5 oz
859610002948	Blue Homestyle Recipes Small Breed Chicken 5.5 oz
840243105502	Blue Homestyle Recipes Small Breed Chicken 5.5 oz
859610005864	Blue Homestyle Recipes Small Breed Lamb 5.5 oz
859610003778	Blue Homestyle Recipes Toy Breed Chicken 5.5 oz
859610000722	Blue Lamb & Brown Rice 12.5 oz
859610001545	Blue Lamb & Brown Rice 12.5 oz
840243104949	Blue Lamb & Brown Rice Dinner With Garden Vegetables 12.5 oz
840243106479	Blue Love You Stew 12.5 oz
840243109807	Blue Red White & Blue Stew 12.5 oz
859610000760	Blue Salmon 12.5 oz
859610001583	Blue Salmon Dinner With Asparagus & Sweet Potatoes 12.5 oz
859610009350	Blue Santa Stew Holiday Feast 12.5 oz
859610000746	Blue Sirloin Dinner 12.5 oz
859610001569	Blue Sirloin Dinner 12.5 oz
859610001040	Blue Turkey Meatloaf 12.5 oz
859610001620	Blue Turkey Meatloaf 12.5 oz
840243104963	Blue Turkey Meatloaf Dinner With Carrots & Idaho Potatoes 12.5 oz
859610001026	Blue Venison Dinner 12.5 oz
840243105212	Blue's Stew Beef 12.5 oz
859610002504	Blue's Stew Beef 12.5 oz
859610002467	Blue's Stew Chicken 12.5 oz

UPC	Product Name
840243105199	Blue's Stew Chicken 12.5 oz
859610003082	Blue's Stew Hunters Stew 12.5 oz
840243105533	Blue's Stew Hunters Stew 12.5 oz
859610002481	Blue's Stew Lamb 12.5 oz
840243105205	Blue's Stew Lamb 12.5 oz
840243105229	Blue's Stew Turkey 12.5 oz
859610002528	Blue's Stew Turkey 12.5 oz
840243102921	Freedom Adult Beef 12.5 oz
859610006892	Freedom Adult Chicken Dinner 12.5 oz
840243102938	Freedom Adult Lamb 12.5 oz
840243100842	Freedom Grain Free Grillers Beef 12.5 oz
840243100859	Freedom Grain Free Grillers Chicken 12.5 oz
840243100866	Freedom Grain Free Grillers Lamb 12.5 oz
840243100873	Freedom Grain Free Grillers Turkey 12.5 oz
859610006878	Freedom Puppy Chicken Dinner 12.5 oz
840243102945	Freedom Senior Chicken 12.5 oz
859610006915	Freedom Small Breed Chicken Dinner 5.5 oz
859610002900	Longevity Adult Whitefish 12.5 oz
859610002924	Longevity Mature Whitefish 12.5 oz
859610002887	Longevity Puppy Whitefish 12.5 oz
840243101252	Wilderness Adult Healthy Weight Turkey & Chicken 12.5 oz
859610005888	Wilderness Beef & Chicken Grill 12.5 oz
859610001149	Wilderness Chicken 12.5 oz
840243104864	Wilderness Duck & Chicken 12.5 oz
859610001163	Wilderness Duck & Chicken 12.5 oz
840243101238	Wilderness Puppy Turkey & Chicken 12.5 oz
840243103027	Wilderness Rocky Mountain Recipes Adult Boar 5.5 oz
840243103034	Wilderness Rocky Mountain Recipes Adult Rabbit 5.5 oz
840243101153	Wilderness Rocky Mountain Recipes Adult Red Meat 12.5 oz
840243101177	Wilderness Rocky Mountain Recipes Adult Trout 12.5 oz
840243103003	Wilderness Rocky Mountain Recipes Puppy Red Meat 12.5 oz
840243103041	Wilderness Rocky Mountain Recipes Senior Red Meat 12.5 oz
859610001125	Wilderness Salmon & Chicken 12.5 oz
840243112920	Wilderness Salmon & Chicken 12.5 oz
840243101245	Wilderness Senior Turkey & Chicken 12.5 oz
859610003815	Wilderness Small Breed Turkey & Chicken 5.5 oz
840243105762	Wilderness Small Breed Turkey & Chicken Grill 5.5 oz
859610003792	Wilderness Trout & Chicken 12.5 oz
840243105755	Wilderness Trout & Chicken Grill 12.5 oz
840243104857	Wilderness Turkey & Chicken Grill 12.5 oz
840243103072	Wilderness Wild Cuts Beef 3 oz Pouch
840243103058	Wilderness Wild Cuts Chicken 3 oz Pouch

UPC	Product Name
840243103065	Wilderness Wild Cuts Duck 3 oz Pouch
840243103089	Wilderness Wild Cuts Salmon 3 oz Pouch
840243101283	Wilderness Wolf Creek Stews Beef 12.5 oz
840243101269	Wilderness Wolf Creek Stews Chicken 12.5 oz
840243101276	Wilderness Wolf Creek Stews Duck 12.5 oz
840243101290	Wilderness Wolf Creek Stews Salmon 12.5 oz
<b><u>Dog Treats</u></b>	
859610006571	Basics Salmon & Potato 6 oz
859610006595	Basics Turkey & Potato 6 oz
859610000487	Blue Apple & Yogurt Biscuits 20 oz
859610005062	Blue Apple & Yogurt Health Bar 18 oz
859610001675	Blue Apple & Yogurt Health Bar 20 oz
859610000104	Blue Bacon Egg & Cheese Biscuit 20 oz
859610005024	Blue Bacon, Egg And Cheese Health Bar 18 oz
859610001651	Blue Bacon, Egg And Cheese Health Bar 20 oz
840243106462	Blue Be Mine Bars 8 oz
859610005222	Blue Bites Chicken 6 oz
859610005246	Blue Bites Salmon 6 oz
859610008353	Blue Bits Beef 4 oz
859610005185	Blue Bits Chicken 4 oz
859610008339	Blue Bits Salmon 4 oz
859610005208	Blue Bits Turkey 4 oz
840243116515	Blue Bones Large 1 Count
859610006472	Blue Bones Large 12 oz
840243109784	Blue Bones Large 36 oz
859610005260	Blue Bones Mini 12 oz
840243109753	Blue Bones Mini 36 oz
840243100385	Blue Bones Puppy Mini 12 oz
840243100408	Blue Bones Puppy Regular 12 oz
840243100446	Blue Bones Puppy Regular 27 oz
859610005307	Blue Bones Regular 12 oz
840243109777	Blue Bones Regular 36 oz
840243116539	Blue Bones Small 1 Count
859610005284	Blue Bones Small 12 oz
840243109760	Blue Bones Small 36 oz
859610009091	Blue Bones Value Size Large 27 oz
859610009039	Blue Bones Value Size Mini 27 oz
859610009077	Blue Bones Value Size Regular 27 oz
859610009053	Blue Bones Value Size Small 27 oz
859610006632	Blue Boo Bars Pumpkin & Cinnamon 8 oz
859610000128	Blue Cheddar Cheese Biscuit 20 oz
840243116652	Blue Chicken Bits Value Size 9 oz



UPC	Product Name
859610000463	Blue Chicken Liver Biscuit 20 oz
859610005048	Blue Chicken Liver Crunch 18 oz
859610001668	Blue Chicken Liver Crunch 20 oz
840243100200	Blue Crunchy Bits Banana & Peanut Butter 3 oz
840243100217	Blue Crunchy Bits Blueberry & Yogurt 3 oz
859610005345	Blue Exuberance! Chicken Jerky 3.25 oz
840243105618	Blue Health Bar Apples & Yogurt 16 oz
840243106332	Blue Health Bar Bacon Egg & Cheese 16 oz
859610005086	Blue Health Bar Banana & Yogurt 16 oz
840243105601	Blue Health Bar Chicken Liver 16 oz
859610005123	Blue Health Bar Fish & Sweet Potato 16 oz
859610005109	Blue Health Bar Pumpkin & Cinnamon 16 oz
859610003327	Blue Health Bars Apple & Yogurt 16 oz
859610003280	Blue Health Bars Bac Egg & Cheese 16 oz
859610003303	Blue Health Bars Chicken Liver 16 oz
859610008612	Blue Individually Wrapped Bones Mini
859610008650	Blue Individually Wrapped Bones Regular
840243100347	Blue Joint Sticks Regular 10 oz
840243100330	Blue Joint Sticks Small 10 oz
859610005369	Blue Jolly Joints Chicken Jerky 3.25 oz
840243102372	Blue Kitchen Cravings Meatballs Beef 6 oz
840243102389	Blue Kitchen Cravings Meatballs Chicken 6 oz
840243102419	Blue Kitchen Cravings Sausage Beef 6 oz
840243102402	Blue Kitchen Cravings Sausage Chicken 6 oz
840243102808	Blue Kitchen Cravings Sizzlers Chicken 6 oz
840243102815	Blue Kitchen Cravings Sizzlers Pork 6 oz
859610006373	Blue Mini Bars Value Size Bag Apple And Yogurt 20 oz
859610005147	Blue Mini Bars Bananas & Yogurt 8 oz
859610006618	Blue Mini Bars Blueberry & Yogurt 8 oz
859610005161	Blue Mini Bars Chicken & Cheddar 8 oz
859610006359	Blue Mini Bars Puppy Banana And Yogurt 8 oz
840243100309	Blue Mini Stix Lamb & Apples
840243100323	Blue Mini Stix Salmon & Potato 4 oz
859610005000	Blue Natural Peanut Butter 18 oz
859610001644	Blue Natural Peanut Butter 20 oz
859610000081	Blue Peanut Butter Biscuit 20 oz
840243109791	Blue Red White & Blue Bars 8 oz
859610009404	Blue Santa Snacks Oatmeal & Cinnamon 8 oz
859610009336	Blue Santa Snacks Oatmeal & Cinnamon 8 oz
859610006458	Blue Stix Beef 6 oz
859610008391	Blue Stix Chicken & Brown Rice 6 oz
840243116676	Blue Stix Chicken And Brown Rice Value Size 13 oz

UPC	Product Name
859610006434	Blue Stix Lamb 6 oz
859610008414	Blue Stix Salmon & Potato 6 oz
859610006397	Blue Super Bars Blueberry 7 oz
859610006410	Blue Super Bars Cranberry & Pumpkin 7 oz
859610005321	Blue Tranquility Chicken Jerky 3.25 oz
840243102471	Freedom Strips Beef Tenders 7 oz
840243102464	Freedom Strips Chicken Tenders 7 oz
859610009251	Wilderness Antler Alpha
859610009275	Wilderness Antler Alpha Split
859610009176	Wilderness Antler Cub
859610009190	Wilderness Antler Cub Split
859610009299	Wilderness Antler King Split
859610009213	Wilderness Antler Wolf
859610009237	Wilderness Antler Wolf Split
840243110087	Wilderness Chews Cub Bone 3"
840243109876	Wilderness Chews King Beef Tendon 10" 3 Pack
840243103379	Wilderness Chews King Beef Tendon 10" Individual
840243109890	Wilderness Chews King Bone 9"
840243103331	Wilderness Chews King Club Bone
840243103355	Wilderness Chews King Knuckle
840243109883	Wilderness Chews King Shin
840243103362	Wilderness Chews Wolf Beef Tendon 5" 3 Pack
840243103386	Wilderness Chews Wolf Beef Tendon 5" Individual
840243109906	Wilderness Chews Wolf Bone 6"
840243103348	Wilderness Chews Wolf Club Bone
840243110094	Wilderness Chews Wolf Knuckle
859610005505	Wilderness Chicken Jerky 3.25 oz
859610005482	Wilderness Duck & Chicken Biscuit 10 oz
840243116553	Wilderness Rocky Mountain Recipes Trail Treats Biscuits Bison 8 oz
840243116591	Wilderness Rocky Mountain Recipes Trail Treats Biscuits Red Meat 8 oz
859610005468	Wilderness Salmon & Chicken Biscuit 10 oz
840243101498	Wilderness Stix Chicken 6 oz
840243101481	Wilderness Stix Salmon 6 oz
859610005444	Wilderness Turkey & Chicken Biscuit 10 oz
840243116690	Wilderness Turkey Biscuits Value Size 24 oz
859610005529	Wilderness Turkey Jerky 3.25 oz
859610006496	Wilderness Wild Bites Chicken 4 oz
859610006519	Wilderness Wild Bites Salmon 4 oz
840243101306	Wilderness Wild Bits Trail Treats Chicken (Soft Moist) 4 oz
840243101337	Wilderness Wild Bits Trail Treats Duck (Soft Moist) 4 oz
840243101320	Wilderness Wild Bits Trail Treats Salmon (Soft Moist) 4 oz
840243101535	Wilderness Wild Bones Large 10 oz

UPC	Product Name
840243101504	Wilderness Wild Bones Mini 10 oz
840243101528	Wilderness Wild Bones Regular 10 oz
840243101511	Wilderness Wild Bones Small 10 oz
840243101924	Wilderness Wild Chunks Chicken Breast 2.25 oz
840243101931	Wilderness Wild Chunks Freeze Dried Beef 2.25 oz
<b>Dry Cat Food</b>	
840243109708	Basics Adult Indoor Grain Free Turkey 4 oz Sample
859610006199	Basics Duck & Potato 11 lb
859610006175	Basics Duck & Potato 5 lb
859610006168	Basics Fish & Potato 11 lb
859610006144	Basics Fish & Potato 5 lb
840243102051	Basics Grain Free Adult Indoor Duck 11 lb
840243102044	Basics Grain Free Adult Indoor Duck 5 lb
840243102075	Basics Grain Free Adult Indoor Fish 11 lb
840243102068	Basics Grain Free Adult Indoor Fish 5 lb
840243101559	Basics Grain Free Mature Indoor Turkey 11 lb
840243101542	Basics Grain Free Mature Indoor Turkey 5 lb
859610007028	Basics Grain Free Turkey & Potato Recipe 11 lb
859610006984	Basics Grain Free Turkey & Potato Recipe 2 lb
859610007004	Basics Grain Free Turkey & Potato Recipe 5 lb
859610003457	Basics Turkey 11 lb
840243105663	Basics Turkey 11 lb
859610006939	Basics Turkey 2 lb
859610003433	Basics Turkey 5 lb
840243105656	Basics Turkey 5 lb
859610000517	Blue Adult Chicken Spa Select Dry 15 lb
859610000197	Blue Adult Chicken Spa Select Dry 3 lb
859610000210	Blue Adult Chicken Spa Select Dry 7 lb
859610000142	Blue Adult Chicken Trial Size 1 lb
859610003488	Blue Adult Finicky Feast Chicken & Turkey 15 lb
859610003471	Blue Adult Finicky Feast Chicken & Turkey 7 lb
840243112999	Blue Adult Formula Dry 17 lb
859610000593	Blue Adult Hairball Spa Select Dry 15 lb
859610000555	Blue Adult Hairball Spa Select Dry 3 lb
859610000579	Blue Adult Hairball Spa Select Dry 7 lb
840243112982	Blue Adult Indoor 17 lb
840243113019	Blue Adult Indoor Salmon 17 lb
859610000890	Blue Adult Indoor Spa Select 1 lb
859610000876	Blue Adult Indoor Spa Select 15 lb
859610000852	Blue Adult Indoor Spa Select 3 lb
859610000869	Blue Adult Indoor Spa Select 7 lb
840243105779	Blue Adult Multi Cat 7 lb

UPC	Product Name
840243105786	Blue Adult Multi Cat 15 lb
859610000883	Blue Adult Salmon Spa Select 1 lb
859610000265	Blue Adult Salmon Spa Select 15 lb
859610000227	Blue Adult Salmon Spa Select 3 lb
859610000241	Blue Adult Salmon Spa Select 7 lb
840243101986	Blue Adult Weight Control 15 lb
859610001446	Blue Indoor 4 oz Sample
840243109678	Blue Indoor Adult Chicken 4 oz Sample
840243101580	Blue Indoor Adult Hairball Chicken 15 lb
840243101566	Blue Indoor Adult Hairball Chicken 3 lb
840243101573	Blue Indoor Adult Hairball Chicken 7 lb
859610001378	Blue Indoor Sensitive Skin Chicken & Brown Rice 15 lb
859610001354	Blue Indoor Sensitive Skin Chicken & Brown Rice 3 lb
859610001361	Blue Indoor Sensitive Skin Chicken & Brown Rice 7 lb
840243109685	Blue Kitten Chicken 4 oz Sample
840243103515	Blue Mature Indoor Hairball Chicken 3 lb
840243103522	Blue Mature Indoor Hairball Chicken 7 lb
859610003846	Blue Multi Chicken & Turkey 15 lb
859610003839	Blue Multi Chicken & Turkey 7 lb
859610006014	Blue Sensitive Stomach 15 lb
840243113002	Blue Sensitive Stomach 17 lb
859610006007	Blue Sensitive Stomach 7 lb
859610000456	Blue Spa Select Kitten Chicken & Brown Rice Recipe Dry 3 lb
859610000470	Blue Spa Select Kitten Chicken & Brown Rice Recipe Dry 7 lb
859610000630	Blue Spa Select Kitten Dry 3 lb
859610000647	Blue Spa Select Kitten Dry 7 lb
859610000234	Blue Spa Select Lite Dry 3 lb
859610000258	Blue Spa Select Lite Dry 7 lb
859610000784	Blue Spa Select Mature 3 lb
859610000791	Blue Spa Select Mature 7 lb
840243103492	Blue Weight Control Adult Indoor Hairball Chicken 3 lb
840243103508	Blue Weight Control Adult Indoor Hairball Chicken 7 lb
859610007073	Freedom Indoor 11 lb
859610007035	Freedom Indoor 2 lb
859610007059	Freedom Indoor 5 lb
859610008735	Freedom Indoor Adult Whitefish 11 lb
859610008698	Freedom Indoor Adult Whitefish 2 lb
859610008711	Freedom Indoor Adult Whitefish 5 lb
840243101702	Freedom Indoor Kitten Chicken 2 lb
840243101719	Freedom Indoor Kitten Chicken 5 lb
859610008742	Freedom Indoor Mature Chicken 11 lb
859610008759	Freedom Indoor Weight Control Chicken 11 lb

UPC	Product Name
859610002238	Longevity Adult 2.5 lb
859610008148	Longevity Adult 2.5 lb
859610002252	Longevity Adult 5.5 lb
859610008162	Longevity Adult 5.5 lb
859610002191	Longevity Kitten 2 lb
859610008100	Longevity Kitten 2 lb
859610002214	Longevity Kitten 5 lb
859610008124	Longevity Kitten 5 lb
859610002276	Longevity Mature 2 lb
859610002290	Longevity Mature 5 lb
859610008209	Longevity Mature 5 lb
859610008186	Longevity Mature 5 lb
859610001415	Organics Chicken & Brown Rice 2.5 lb
859610001422	Organics Chicken & Brown Rice 6 lb
840243109692	Wilderness Adult Chicken 4 oz Sample
859610003938	Wilderness Adult Indoor Chicken 11 lb
859610003891	Wilderness Adult Indoor Chicken 2 lb
859610003914	Wilderness Adult Indoor Chicken 5 lb
859610003402	Wilderness Adult Salmon 11 lb
859610003389	Wilderness Adult Salmon 5 lb
859610001408	Wilderness Chicken 12 lb
859610001385	Wilderness Chicken 2.5 lb
859610001392	Wilderness Chicken 6 lb
859610002375	Wilderness Duck 11 lb
840243105182	Wilderness Duck 11 lb
859610002337	Wilderness Duck 2 lb
840243105168	Wilderness Duck 2 lb
859610002351	Wilderness Duck 5 lb
840243105175	Wilderness Duck 5 lb
840243105830	Wilderness Indoor 11 lb
840243105816	Wilderness Indoor 2 lb
840243105823	Wilderness Indoor 5 lb
840243101832	Wilderness Indoor Adult Hairball Chicken 11 lb
840243101825	Wilderness Indoor Adult Hairball Chicken 5 lb
859610006083	Wilderness Kitten 11 lb
859610006045	Wilderness Kitten 2 lb
859610006069	Wilderness Kitten 5 lb
840243105793	Wilderness Mature 2 lb
840243105809	Wilderness Mature 5 lb
859610003853	Wilderness Mature Chicken 2 lb
859610003877	Wilderness Mature Chicken 5 lb
840243109630	Wilderness Rocky Mountain Recipes Adult Rabbit 10 lb

UPC	Product Name
840243109623	Wilderness Rocky Mountain Recipes Adult Rabbit 4 lb
840243101771	Wilderness Rocky Mountain Recipes Adult Red Meat 10 lb
840243101764	Wilderness Rocky Mountain Recipes Adult Red Meat 4 lb
840243101801	Wilderness Rocky Mountain Recipes Adult Trout 10 lb
840243101795	Wilderness Rocky Mountain Recipes Adult Trout 4 lb
840243105649	Wilderness Salmon 11 lb
859610003365	Wilderness Salmon 2 lb
840243105632	Wilderness Salmon 5 lb
840243104918	Wilderness Turkey & Chicken 12 lb
859610001365	Wilderness Turkey & Chicken 2.5 lb
840243104895	Wilderness Turkey & Chicken 2.5 lb
840243104901	Wilderness Turkey & Chicken 6 lb
859610006137	Wilderness Weight Control 11 lb
859610006090	Wilderness Weight Control 2 lb
859610006113	Wilderness Weight Control 5 lb
840243103713	Wilderness Weight Control Adult Indoor Hairball Chicken 11 lb
840243103706	Wilderness Weight Control Adult Indoor Hairball Chicken 5 lb

**Wet Cat Food**

859610006243	Basics Duck & Potato 3 oz
859610007301	Basics Fish & Potato Entrée 3 oz
840243109548	Basics Grain Free Adult Indoor Turkey 5.5 oz
840243103485	Basics Grain Free Mature Indoor Turkey 3 oz
859610007745	Basics Grain Free Turkey & Potato Entrée 3 oz
859610007288	Basics Kitten Turkey & Potato Entrée 3 oz
859610006229	Basics Turkey & Potato 3 oz
859610006304	Blue Bistro Beef 3 oz
859610006267	Blue Bistro Chicken 3 oz
859610006281	Blue Bistro Turkey 3 oz
859610008889	Blue Classic Indoor Chicken Entrée 5.5 oz
859610007400	Blue Feline Feast Chicken & Beef Entrée 3 oz
859610007363	Blue Feline Feast Chicken & Duck Entrée 3 oz
859610007387	Blue Feline Feast Chicken & Salmon Entrée 3 oz
859610007349	Blue Feline Feast Chicken & Turkey Entrée 3 oz
840243102211	Blue Flaked Chicken 3 oz
840243102334	Blue Flaked Chicken 5.5 oz
840243102204	Blue Flaked Fish And Shrimp 3 oz
840243102358	Blue Flaked Fish And Shrimp 5.5 oz
840243102228	Blue Flaked Tuna 3 oz
840243102341	Blue Flaked Tuna 5.5 oz
840243102235	Blue Grilled Chicken Filets 3 oz
840243102242	Blue Grilled Salmon Filets 3 oz
859610001774	Blue Healthy Gourmet Flaked Chicken Entrée 3 oz

UPC	Product Name
859610007721	Blue Healthy Gourmet Flaked Chicken Entrée 5.5 oz
859610001712	Blue Healthy Gourmet Flaked Salmon Entrée 3 oz
859610008902	Blue Healthy Gourmet Flaked Salmon Entrée 5.5 oz
859610001767	Blue Healthy Gourmet Flaked Tuna Entrée 3 oz
859610007707	Blue Healthy Gourmet Flaked Tuna Entrée 5.5 oz
859610001750	Blue Healthy Gourmet Flaked Turkey Entrée 3 oz
859610008926	Blue Healthy Gourmet Flaked Turkey Entrée 5.5 oz
859610007240	Blue Healthy Gourmet Grilled Beef Entrée 3 oz
840243109975	Blue Healthy Gourmet Grilled Chicken 5.5 oz
859610007226	Blue Healthy Gourmet Grilled Chicken Entrée 3 oz
859610007264	Blue Healthy Gourmet Grilled Turkey Entrée 3 oz
840243109586	Blue Healthy Gourmet Mature Indoor Chicken Pate 3 oz
840243102198	Blue Healthy Gourmet Pate Adult Beef 3 oz
840243102310	Blue Healthy Gourmet Pate Adult Beef 5.5 oz
859610002429	Blue Healthy Gourmet Sliced Chicken 3 oz
859610002382	Blue Healthy Gourmet Sliced Salmon Entrée 3 oz
859610002405	Blue Healthy Gourmet Sliced Tuna Entrée 3 oz
859610002443	Blue Healthy Gourmet Sliced Turkey 3 oz
85961000244	Blue Healthy Gourmet Sliced Turkey 3 oz
859610000616	Blue Kitten 3 oz
859610000548	Blue Lite 3 oz
840243102273	Blue Meaty Morsels Chicken 3 oz
840243109562	Blue Meaty Morsels Chicken 5.5 oz
840243102266	Blue Meaty Morsels Tuna 3 oz
840243102136	Blue Pate Adult Indoor Chicken Entrée 3 oz
840243102303	Blue Pate Adult Indoor Chicken Entrée 5.5 oz
840243102143	Blue Pate Adult Indoor Salmon Entrée 3 oz
840243102297	Blue Pate Adult Indoor Salmon Entrée 5.5 oz
840243102167	Blue Pate Adult Ocean Fish And Tuna Entrée 3 oz
840243102327	Blue Pate Adult Ocean Fish And Tuna Entrée 5.5 oz
840243102150	Blue Pate Adult Turkey & Chicken Entrée 3 oz
840243102280	Blue Pate Adult Turkey & Chicken Entrée 5.5 oz
840243102129	Blue Pate Kitten Chicken Entrée 3 oz
859610000500	Blue Salmon Lentil 3 oz
859610001811	Blue Sea Stew 5.5 oz
859610001804	Blue Spa Select Braised Beef And Liver Entrée 3 oz
859610007165	Blue Spa Select Classic Indoor Adult Chicken Entrée 3 oz
859610007141	Blue Spa Select Classic Kitten Chicken Entrée 3 oz
859610000586	Blue Spa Select Hairball 3 oz
859610001743	Blue Spa Select Salmon 5.5 oz
859610001927	Blue Spa Select Savory Salmon Entrée 3 oz
859610001729	Blue Spa Select Tempting Tuna Grill 3 oz

UPC	Product Name
859610001736	Blue Spa Select Tender Turkey & Chicken Entrée 3 oz
859610000654	Blue Tuna 3 oz
859610001781	Blue Tuna Spa Select 5.5 oz
859610000678	Blue Turkey & Chicken 3 oz
859610001798	Blue Turkey & Chicken Spa Select 5.5 oz
840243103591	Freedom Flaked Indoor Adult Chicken 3 oz
840243103607	Freedom Flaked Indoor Adult Chicken 5.5 oz
840243103614	Freedom Flaked Indoor Adult Fish 3 oz
840243103621	Freedom Flaked Indoor Adult Fish 5.5 oz
859610008940	Freedom Indoor 5.5 oz
840243101733	Freedom Indoor Adult Fish 3 oz
840243101740	Freedom Indoor Adult Fish 5.5 oz
859610007424	Freedom Indoor Chicken Entrée 3 oz
840243101726	Freedom Indoor Kitten Chicken 3 oz
840243103638	Freedom Mature Indoor Chicken 3 oz
840243103645	Freedom Mature Indoor Chicken 5.5 oz
859610007783	Longevity Adult Whitefish Entrée 3 oz
859610007769	Longevity Kitten Whitefish Entrée 3 oz
859610007806	Longevity Mature Whitefish Entrée 3 oz
859610001699	Wilderness Chicken 3 oz
840243104987	Wilderness Chicken 3 oz
859610007646	Wilderness Chicken 5.5 oz
859610003341	Wilderness Duck 3 oz
840243105625	Wilderness Duck 3 oz
859610006205	Wilderness Kitten 3 oz
840243101849	Wilderness Kitten Salmon 3 oz
859610008964	Wilderness Mature Chicken 3 oz
840243101856	Wilderness Mature Chicken 5.5 oz
840243101948	Wilderness Rocky Mountain Recipes Adult Red Meat 3 oz
840243101955	Wilderness Rocky Mountain Recipes Adult Red Meat 5.5 oz
840243101962	Wilderness Rocky Mountain Recipes Adult Trout 3 oz
840243101979	Wilderness Rocky Mountain Recipes Adult Trout 5.5 oz
840243103652	Wilderness Rocky Mountain Recipes Flaked Adult Red Meat 3 oz
840243103669	Wilderness Rocky Mountain Recipes Flaked Adult Red Meat 5.5 oz
840243103676	Wilderness Rocky Mountain Recipes Flaked Adult Trout 3 oz
840243103683	Wilderness Rocky Mountain Recipes Flaked Adult Trout 5.5 oz
859610001705	Wilderness Salmon 3 oz
840243104994	Wilderness Salmon 3 oz
859610007660	Wilderness Salmon 5.5 oz
859610001682	Wilderness Turkey 3 oz
840243104970	Wilderness Turkey 3 oz
859610007684	Wilderness Turkey 5.5 oz



UPC	Product Name
840243110049	Wilderness Wild Cuts Beef 3 oz Pouch
840243110056	Wilderness Wild Cuts Chicken 3 oz Pouch
840243110063	Wilderness Wild Cuts Duck 3 oz Pouch
840243110070	Wilderness Wild Cuts Salmon 3 oz Pouch
859610007103	Wilderness Wild Delights Chicken & Salmon Entrée 3 oz
859610007080	Wilderness Wild Delights Chicken & Trout Entrée 3 oz
859610007127	Wilderness Wild Delights Chicken & Turkey Entrée 3 oz
840243101863	Wilderness Wild Delights Flaked Adult Chicken & Trout 5.5 oz
840243101870	Wilderness Wild Delights Flaked Adult Chicken & Turkey 5.5 oz
859610008988	Wilderness Wild Delights Flaked Chicken And Trout 3 oz
859610009008	Wilderness Wild Delights Flaked Chicken And Turkey 3 oz
840243109982	Wilderness Wild Delights Flaked Kitten Chicken & Trout 3 oz
840243103737	Wilderness Wild Delights Minced Adult Chicken & Trout 5.5 oz
840243103720	Wilderness Wild Delights Minced Adult Chicken & Turkey 5.5 oz
<b><u>Cat Treats</u></b>	
840243101634	Blue Kitty Yums Beef 2 oz
859610007820	Blue Kitty Yums Chicken 2 oz
859610007844	Blue Kitty Yums Salmon 2 oz
859610007868	Blue Kitty Yums Sea 2 oz
859610007882	Blue Kitty Yums Tuna 2 oz
840243101641	Blue Kitty Yums Turkey 2 oz
8596100001484	Blue Spa Select Chicken Treat 3 oz Pouch
859610001507	Blue Spa Select Savory Salmon Treats 3 oz
859610001484	Blue Spa Select Tempting Chicken Treats 3 oz
859610008315	Wilderness Soft Moist Chicken And Duck 2 oz
859610007943	Wilderness Soft Moist Chicken And Salmon 2 oz
859610007967	Wilderness Treats Chicken & Trout 2 oz
859610007905	Wilderness Treats Chicken & Turkey 2 oz