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13 **UNITED STATES DISTRICT COURT**
14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 KHRISTIE REED, on Behalf of
16 Herself and All Others Similarly
17 Situated,

18 Plaintiff,

19 v.

20 DYNAMIC PET PRODUCTS and
21 FRICK'S MEAT PRODUCTS, INC.,

22 Defendants.

Case No: '15CV0987 WQHDHB

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et seq.*;
2. VIOLATION OF THE UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*;
3. BREACH OF IMPLIED WARRANTY;
4. FRAUD; and
5. NEGLIGENT MISREPRESENTATIONS

DEMAND FOR JURY TRIAL

Case No.

CLASS ACTION COMPLAINT

1 Plaintiff Khristie Reed (“Plaintiff”), by and through her attorneys, brings this
2 action on behalf of herself and all others similarly situated against Defendants
3 Dynamic Pet Products (“Dynamic”) and Frick’s Meat Products, Inc. (“Frick’s”)
4 (collectively, Dynamic and Frick’s are referred to as “Defendants”), and states:

5 NATURE OF THE ACTION

6 1. This is a consumer protection class action arising out of
7 misrepresentations and omissions made by Defendants Dynamic Pet Products and
8 Frick’s Meat Products, Inc. Frick’s is a meat processor. In an effort to profit from
9 the waste resulting from the manufacture of its products, Frick’s or its principals
10 created Dynamic to sell waste ham bones to pet owners. Through Dynamic, a
11 wholly owned subsidiary of Frick’s, Defendants manufacture, market and sell the
12 Dynamic Pet Products Real Ham Bone For Dogs, an 8” hickory-smoked pork
13 femur, as an appropriate and safe chew toy for dogs. Indeed, on each product label
14 Defendants clearly state that this is a “Dynamic Pet Products Real Ham Bone For
15 Dogs.”

16 2. The Real Ham Bone For Dogs is not appropriate for dogs and is not
17 safe for its intended purpose, despite Defendants’ contrary representations. When
18 chewed, Real Ham Bones For Dogs are prone to splintering into shards, which then
19 slice through dogs’ digestive systems. Thousands of dogs have suffered a terrible
20 array of illnesses, including stomach, intestinal and rectal bleeding, vomiting,
21 diarrhea, constipation and seizures, and have died gruesome, bloody deaths as a
22 result of chewing Defendants’ Real Ham Bone For Dogs.

23 3. Defendants have known as early as 2006 that the Real Ham Bone For
24 Dogs is not safe or appropriate for dogs. Over the past nine years, thousands of
25 consumers have complained directly to Defendants about the horrible injuries that
26 their pets have suffered after chewing on the Real Ham Bone For Dogs.
27 Responding to public outcry, in 2010 the Missouri Better Business Bureau alerted
28 Defendants about the numerous complaints it received.

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1 4. Also in 2010, similarly responding to customer complaints, the Food
2 and Drug Administration issued a notice that bones such as the Real Ham Bone For
3 Dogs are not suitable for dogs. The FDA found that “bones are unsafe for your
4 dog” and that giving bones to dogs is a “dangerous practice and can cause serious
5 injury.” These injuries, the FDA noted, include pieces of bone becoming lodged in
6 the dog’s esophagus, windpipe, stomach, or intestines, constipation, severe bleeding
7 from the rectum, and deadly bacterial infections.

8 5. Despite knowing that the Real Ham Bone For Dogs is dangerous and
9 not appropriate for dogs, Defendants expressly and impliedly represented and
10 continue to represent on the label of each Real Ham Bone for Dogs and on
11 Dynamic’s website and other marketing that the Real Ham Bone For Dogs is “safe
12 for your pet” and is “meant to be chewed.” As a result of Defendants’
13 misrepresentations, Plaintiff and the proposed Class have purchased a product that is
14 other than that which they thought they were purchasing and one which is not fit for
15 its intended purpose.

16 6. Plaintiff brings this action on behalf of herself and other consumers
17 who have purchased Real Ham Bone For Dogs. Plaintiff seeks redress and an
18 injunction preventing Defendants from marketing the Real Ham Bone For Dogs to
19 consumers as an appropriate chew toy for dogs or, at a minimum, requiring
20 Defendants to meaningfully inform consumers about the dangers and
21 inappropriateness of giving this product to dogs.

22 **JURISDICTION AND VENUE**

23 7. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2).
24 The matter in controversy, exclusive of interest and costs, exceeds the sum or value
25 of \$5,000,000 and is a class action in which there are in excess of 100 class
26 members and many members of the class are citizens of a state different from
27 Defendants.

28

1 11. When Plaintiff returned home from Wal-Mart, she gave the Real Ham
2 Bone For Dogs to Fred, her healthy nine-year-old basset hound. Plaintiff watched
3 Fred chew on the Real Ham Bone For Dogs for approximately one hour, after which
4 point Fred walked away and did not chew on it again. The next day, Monday March
5 2, 2015, Fred was lethargic and vomiting blood. Plaintiff immediately rushed Fred
6 to California Veterinary Specialists in Carlsbad, California. The veterinarian told
7 Plaintiff that Fred was gravely ill and there was no guarantee that surgery would
8 save him. According to the veterinarian, the only way to alleviate Fred's suffering
9 was to put him to sleep. Plaintiff took the veterinarian's advice and Fred was
10 euthanized that evening. Had Plaintiff known the truth about the Real Ham Bone
11 For Dogs, Plaintiff would not have purchased the product and would not have given
12 it to her dog. As a direct result of Defendants' conduct as described herein, Plaintiff
13 purchased an unsafe product that she reasonably believed to be safe and suffered
14 injury in fact and lost money and property.

15 12. Defendant Dynamic Pet Products is a Missouri Corporation with its
16 headquarters located at 360 M E Frick Dr., Washington, MO 63090-1050. Dynamic
17 is in the business of manufacturing and selling chew toys for dogs and holds itself
18 out to the public as a manufacturer of safe, high-quality pet products. Dynamic has
19 sold the Real Ham Bone For Dogs since 2001. The Real Ham Bone For Dogs is
20 Dynamic's "number one seller." Dynamic has marketed, distributed, and sold the
21 Real Ham Bone For Dogs to many thousands of consumers in the United States
22 through nationwide retailers such as Wal-Mart, Sam's Club, H.E.B., and Dollar
23 General. Dynamic also sells the Real Ham Bone For Dogs directly to consumers
24 nationwide through direct sales websites such as www.walmart.com and
25 www.heb.com, and its own website, www.dynamicpet.net. Dynamic's website is a
26 virtual store where consumers can view descriptions and pictures of the products,
27 make purchases and have items shipped directly to them. On its website, Dynamic
28 charges consumers \$36.00 for a case of 12 Real Ham Bone For Dogs, or \$72.00 for

1 a case of 24.

2 13. Defendant Frick's Meat Products, Inc. is a Missouri Corporation with
3 its headquarters at the same location as Dynamic's, 360 M E Frick Dr., Washington,
4 MO 63090-1050. Frick's Meat Products Inc. is a major meat product manufacturer
5 and supplies sausages and other prepared meats to food retailers nationwide. As a
6 nationwide distributor, Frick's generates considerable slaughter house waste, *i.e.*,
7 the bones and trimmings of a slaughtered animal that cannot be sold as meat or used
8 in meat-products. In an effort to profit from the waste resulting from the
9 manufacture of its products, Frick's knowingly and intentionally supplies Dynamic
10 with bones for the purpose of selling them as the Real Ham Bone For Dogs.
11 Dynamic and Frick's share the same ownership, management and headquarters and
12 are the alter egos of one another. Frick's and Dynamic work in concert with each
13 other to profit off the sale of waste ham bones, marketing them to pet owners as safe
14 and appropriate chew toys for dogs, when they are not.

15 **FACTUAL ALLEGATIONS**

16 14. In an effort to profit from the waste resulting from the manufacture of
17 its products, Frick's, or its principals, created Dynamic to sell waste ham bones to
18 pet owners, marketing them as appropriate and safe for dogs. Through Dynamic,
19 Defendants manufacture, market and sell the Real Ham Bone For Dogs, an 8"
20 hickory-smoked pork femur, as a chew toy for dogs. On each label, Defendants
21 clearly state that this is "for dogs."

22 15. In reality, the Real Ham Bone For Dogs is not appropriate for dogs and
23 is not safe for its intended purpose, despite Defendants' contrary representations.
24 When chewed, the Real Ham Bone For Dogs is prone to splintering into shards,
25 which then slice through the dog's digestive system. Thousands of dogs have
26 suffered a terrible array of illnesses, including stomach, intestinal and rectal
27 bleeding, vomiting, diarrhea, constipation and seizures, and have died gruesome,
28 bloody deaths as a result of chewing Defendants' Real Ham Bone For Dogs.

1 16. Defendants knew (or should have known) for many years that the Real
2 Ham Bone For Dogs posed an unreasonable risk of harm to Plaintiff and the
3 proposed Class members' dogs. Since 2006, consumers have complained to
4 Dynamic directly and posted thousands of complaints to online forums after their
5 pets became ill or died after chewing on the Real Ham Bone For Dogs. The
6 complaints evince a common and continuing danger, of which Defendants are fully
7 aware, that Defendants have failed to warn consumers about.

- 8 • On March 22, 2015, a dog owner reported: "I bought this horrible bone at
9 caputo's market...over the weekend and now my poor dog Diva is suffering
10 cause of this bone. I discovered her in shock and couldn't move. She puked
11 and had Diarrhea and couldn't stand up. So we rushed her to the vet. She has
12 spent 3 days in the hospital on iv's, pain meds, antibiotics and had a fever
13 trying to pass this deadly bone. A week later we had to bring her back and
14 now waiting to see how she improves. So far vet bills are over \$2400."
- 15 • On March 21, 2015, another dog owner reported: "We had bought a Dynamic
16 Pet Real Ham bone at Walmart the other day. The next day he went outside
17 to go to the bathroom and I heard a scream like he was being killed. I ran to
18 go see what was wrong, my poor dog was so bound up with the bone his poop
19 was stuck and he could not pass it. That was 3 days ago. He is still not better
20 he is having a hard time going to the bathroom and vomiting."
- 21 • On March 11, 2015, another dog owner reported: "On February 21, 2015 I
22 bought a dynamic ham bone for my dog, Checkers. I gave it to him. Within
23 8 hrs he was throwing up, panting, pacing, and having diarrhea. I rushed him
24 to the vet they xrayed him and found bone splinters in his stomach. He
25 needed IV therapy for a couple of days, powerful pain medication, and
26 antibiotics and be on a special diet. I knew cooked bones aren't good for
27 dogs but I thought if they sell it in the pet section that it must be safe. It won't
28 splinter. Well I was wrong."
- On March 8, 2015, another dog owner reported: "My fiancé bought this real
ham bone for our 9 month puppy to occupy her time on Friday March 6,
2015. On Saturday, March 7 at 3 AM, I woke up to see my puppy in her own
urine in her crate (she has never made a mess in her crate). That Saturday
afternoon, she could not make it outside to poop and ended up pooping on the
floor in the house and I immediately took her outside where she had Diarrhea.
It is now Sunday and she has had diarrhea and vomiting and has done it all
over the house. I have been up all night taking care of my puppy."

- 1 • On October 27, 2014, another dog owner reported: “On Friday October 24,
2 2014, I purchased a Dynamic Femur Bone for my dog. Although I joyfully
3 watched her enjoy the product, it was not less than 6 hours later that my dog
4 became sick. She started vomiting throughout Friday night and all day
5 Saturday. On Saturday night she suffered her first seizure. Saturday night
6 she was also blessed to have bloody stools. On Sunday another seizure.”
- 7 • On June 18, 2013, another dog owner reported: “My son brought home 3 of
8 these bones, one for each dog. The two black labs ended up throwing them
9 up, lots of bone fragments. However, our 5 year old golden retriever was not
10 as lucky. They messed up her whole insides. After losing about 3 gallons of
11 blood through the rectum and a \$400 vet bill...”
- 12 • On April 1, 2013, another dog owner reported: “I bought this ham bone from
13 Dollar General yesterday and gave it to my American bulldog (which is in a
14 very good health). An hour later, he was vomiting pieces of the bone. That
15 was all in his vomit. So the next morning, we went to check on him and he
16 was laid over on his side—foaming, having convulsions, urinating on
17 himself. He vomited on his bed and all over the ground in the garage and his
18 eyes were opened in agony. We took him to the vet emergency hospital
19 where he is there now and might not make it. We have to pay \$564...”
- 20 • On February 1, 2012, another dog owner reported: “I recently purchased a
21 Dynamic Ham Bone from the local Dollar General store for \$3.00. I gave it
22 to my dog Sunday night 1/29 and by the following morning, he was in pain.
23 He was dripping blood from his bottom and constipated. I carried him to the
24 vet and she tried to dislodge the bones. She did get them out but it was too
25 late. My beloved pet was in such distress. She kept him overnight on an IV
26 and some type hotplate to try and bring his temperature back up but he didn’t
27 pull through.”
- 28 • On January 24, 2012, another dog owner reported: “On December 6, 2011,
we gave our beloved Sadie a Dynamic Ham Bone. By morning she was very
ill. By 6:30 pm, we were told by our vet that she died! Hours before she was
running around playing, so excited that we got her a treat. Little did I know it
would be her last!”
- On December 22, 2010, another dog owner reported: “We bought a couple of
their ham bone treats for the dogs on Saturday, December 11. By Monday,
December 13, my 4 year old chocolate labrador was dead and my 6 year old
rottweiler was ill and in the hospital. We have all the information and facts
from the Veterinarian. My \$1500.00 labrador and great friend is dead and
\$1400.00 spent on veterinary bills for the rottweiler.”

- 1 • On July 9, 2010, another dog owner reported: “On July 6 2010 I purchased a
2 Dynamic Pet ham bone. On July 7th I found my dog, Jake (Pit Bull Terrier),
3 dead in a pool of blood the next morning. I had no idea this bone was the
4 case until my other dog was throwing up chards of bone.”
- 5 • On March 6, 2009, another dog owner reported: “I bought a Real Ham Bone
6 made by Dynamic Pet Products of Missouri from Walmart... Trace, my dog,
7 enjoyed chewing on this bone. It did not splinter or anything, in fact there is
8 quite a large piece of it still left. Then in the evening she started vomiting.
9 She spent the next day at a veterinarian’s office where she was diagnosed
10 with a blockage of the colon. That night she endured a 4 hour surgery at
11 Brandon Veterinary Specialists where the vet picked out small round pellets
12 of the bone, up to the size of about a b-b. The next morning she was moved
13 to Florida Veterinary Specialist critical care unit. Again in the evening she
14 had another 2 hour surgery, because the blockage had caused poison in her
15 body. She passed away at 4:30 the next afternoon...My vet bills were
16 \$14,000.”
- 17 • On August 15, 2006, another dog owner reported: “Packaged dog ham bone
18 lodged in my dogs intestines from inside his stomach [sic] to the length of his
19 intestines. Chewed bone particles cemented together and prevented dog from
20 excreting waste. Dog was vomiting and unable excrete waste though he tried.
21 Two times in emergency [sic] room for xrays & emimas.[sic]”

22 17. In 2010, the FDA issued a statement against giving bones to dogs as
23 chew toys. The FDA found that “[b]ones are unsafe no matter what their size.
24 Giving your dog a bone may make your pet a candidate for a trip to your
25 veterinarian’s office later, possible emergency surgery, or even death.” According
26 to the 2010 FDA statement, the risks associated with giving bones to dogs include
27 bone or splinters of bone becoming lodged in the esophagus or windpipe obstructing
28 breathing, intestinal blockages and gastroenterological complications, bacterial
infections, intestinal lacerations, and severe rectal bleeding. These injuries are so
severe that they often require immediate and costly veterinarian care or emergency
surgeries to attempt to prevent an agonizing and bloody death.

 18. Five years ago, based on consumer complaints it received, the Missouri
Better Business Bureau specifically warned Defendants about the dangers posed by
their Real Ham Bone For Dogs product. Defendants ignored this notice.

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2 19. After receiving reports from customers about the dangers of the Real
3 Ham Bone For Dogs, some retailers dropped the product from their inventory and
4 refused to sell them, squarely placing Defendants on notice of the dangers posed by
5 the Real Ham Bone For Dogs.

6 20. As the manufacturer and distributor of the Real Ham Bone For Dogs,
7 Defendants nonetheless expressly and impliedly represented that their particular
8 product was safe and appropriate for dogs. Further, as the suppliers and
9 manufacturers of Real Ham Bone For Dogs, Defendants are in a superior position to
10 investigate possible risks associated with the Real Ham Bone For Dogs.

11 21. Despite having knowledge that Real Ham Bones For Dogs is inherently
12 dangerous for dogs, Defendants represent the opposite. None of instructions on the
13 product's packaging or in other marketing informed Plaintiff or other consumers
14 that allowing dogs to chew on the Real Ham Bone For Dogs as instructed on the
15 labeling nonetheless poses a significant risk of serious illness or death. Nowhere do
16 Defendants state the truth – that the Real Ham Bone For Dogs is a dangerous
17 product that should not be given to dogs. Instead of properly warning consumers of
18 the true facts and removing it from store shelves, Defendants continue to falsely
19 represent that the Real Ham Bone For Dogs is “safe for your pet,” while engaging in
20 a secret warranty program by paying off pet owners who persistently pursued their
21 complaint, offering them refunds or paying their vet bills to keep them quiet.

22 22. As a result of Defendants' omissions and representations, Plaintiff and
23 the Class members purchased an inherently unsafe and dangerous product that is
24 other than as advertised and has caused many Class members, including Plaintiff, to
25 incur costly veterinarian bills and, tragically, to lose their pets.

26 23. Defendants advertised the Real Ham Bone For Dogs as a safe product
27 and failed to warn consumers that the Real Ham Bone For Dogs may cause serious
28 bodily harm or death to their dogs. Plaintiff and Class members purchased the Real

1 Ham Bone For Dogs reasonably believing that the product was safe for its intended
2 purpose.

3 24. The dangers presented by the Real Ham Bone For Dogs is a material
4 fact. The defect poses an unreasonable risk of harm to consumers' dogs and
5 Plaintiff would not have purchased the product had she known that it was dangerous
6 and could cause serious bodily harm or kill her dog.

7 25. Defendants' omissions and misrepresentations were a material factor in
8 influencing Plaintiff's decision to purchase the Real Ham Bone For Dogs and
9 Defendants reaped, and continue to reap, large profits from their deceptive
10 marketing and sale of Real Ham Bones For Dogs.

11 **CLASS DEFINITION AND ALLEGATIONS**

12 26. Plaintiff brings this action on behalf of herself and all others similarly
13 situated pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil
14 Procedure and seeks certification of the following class:

15 All persons who purchased one or more Real Ham Bone For Dogs
16 other than for purpose of resale.

17 27. Excluded from the Class are Defendants, their parents, subsidiaries,
18 affiliates, officers and directors.

19 28. Members of the Class are so numerous and geographically dispersed
20 that joinder of all Class members is impracticable. Plaintiff is informed and
21 believes, and on that basis alleges, that the proposed Class contains many thousands
22 of members. The precise number of Class members is unknown to Plaintiff.

23 29. Common questions of law and fact exist as to all members of the Class
24 and predominate over questions affecting only individual Class members. The
25 common legal and factual questions include, but are not limited to, the following:

- 26 i. Whether Defendants' Real Ham Bone For Dogs are unmerchantable
27 because they present a danger and medical hazard when used in
28 accordance with their label instructions;

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- ii. Whether Defendants knew or should have known the Real Ham Bone For Dogs cause harm to Class members and their dogs;
- iii. Whether Defendants knew or should have known that the Real Ham Bone For Dogs are inherently dangerous and can cause serious injury in the normal course of use;
- iv. Whether Defendants have a duty to inform Plaintiff and Class members that the Real Ham Bone For Dogs may cause harm to Class members and their dogs;
- v. Whether Defendants' omissions or representations concerning the safety and appropriate uses of the Real Ham Bone For Dogs are likely to deceive;
- vi. Whether Defendants' alleged conduct violates public policy;
- vii. Whether the alleged conduct constitutes violations of the laws asserted herein;
- viii. Whether Defendants engage in false or deceptive advertising;
- ix. Whether Plaintiff and Class members have sustained monetary loss and the proper measure of that loss;
- x. Whether Plaintiff and Class members are entitled to restitution, disgorgement of Defendants' profits, declaratory or injunctive relief; and
- xi. Whether Plaintiff and Class members are entitled to an award of compensatory damages.

30. The claims asserted by Plaintiff in this action are typical of the claims of the members of the Class, as the claims arise from the same course of conduct by Defendants, and the relief sought is common.

31. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced

1 in both consumer protection and class litigation.

2 32. A class action is superior to other available methods for the fair and
3 efficient adjudication of this controversy. The expense and burden of individual
4 litigation would make it impracticable or impossible for proposed class members to
5 prosecute their claims individually. It would thus be virtually impossible for the
6 class, on an individual basis, to obtain effective redress for the wrongs done.
7 Furthermore, even if class members could afford such individualized litigation, the
8 court system could not. Individualized litigation would create the danger of
9 inconsistent or contradictory judgments arising from the same set of facts.
10 Individualized litigation would also increase the delay and expense to all parties and
11 the court system from the issues raised by this action. By contrast, the class action
12 device provides the benefits of adjudication of these issues in a single proceeding,
13 economies of scale, and comprehensive supervision by a single court, and presents
14 no unusual management difficulties under the circumstances here.

15 33. In the alternative, the Class also may be certified because Defendants
16 have acted or refused to act on grounds generally applicable to the Class thereby
17 making final declaratory or injunctive relief with respect to the members of the
18 Class as a whole appropriate.

19 34. Plaintiff seeks preliminary and permanent injunctive and equitable
20 relief on behalf of the entire Class, on grounds generally applicable to the entire
21 Class, to enjoin and prevent Defendants from engaging in the acts described, and to
22 require that Defendants provide full restitution to Plaintiff and Class members.

23 35. Unless a class is certified, Defendants will retain monies that were
24 taken from Plaintiff and Class members as a result of Defendants' wrongful
25 conduct. Unless a classwide injunction is issued, Defendants will continue to
26 commit the violations alleged and the members of the Class and the general public
27 will continue to be harmed and misled.

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COUNT I

Violation of the Consumers Legal Remedies Act

Cal. Civ. Code § 1750, *et seq.*

36. Plaintiff re-alleges and incorporates by reference the allegations contained in the paragraphs above as if fully set forth herein.

37. This cause of action is brought under the Consumers Legal Remedies Act, California Civil Code § 1750, *et seq.* (the “Act”). Plaintiff is a consumer as defined by California Civil Code § 1761(d). The Real Ham Bone For Dogs is a “good” within the meaning of the Act.

38. Defendants violated and continue to violate the Act by engaging in the following practices proscribed by California Civil Code § 1770(a) in transactions with Plaintiff and the Class which were intended to result in, and did result in, the sale of the Real Ham Bone For Dogs:

(5) Representing that goods or services have . . . approval, characteristics, . . . uses [or] benefits . . . which [they do] not have

* * *

(7) Representing that goods or services are of a particular standard, quality or grade. . . if [they are] of another.

* * *

(9) Advertising goods. . . with intent not to sell them as advertised.

* * *

(16) Representing that goods or services have been supplied in accordance with a previous representation when [they have] not.

39. Defendants violated and continue to violate the Act by making the express and implied representations and by failing to disclose material facts as described above when they knew, or should have known, that the use of the Real Ham Bone For Dogs cause harm to Class members and their dogs. Defendants further violated the Act by representing on the product packaging and other marketing material that the Real Ham Bone For Dogs is “safe for your pet” and is “meant to be chewed.”

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1 46. Plaintiff and the Class reserve the right to allege other violations of
2 law, which constitute other unlawful business acts or practices. Such conduct is
3 ongoing and continues to this date.

4 47. Defendants' omissions, non-disclosures, acts, misrepresentations, and
5 practices as alleged herein also constitute "unfair" business acts and practices within
6 the meaning of Business and Professions Code § 17200 *et seq.*, in that their conduct
7 is substantially injurious to consumers, offends public policy, and is immoral,
8 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
9 alleged benefits attributable to such conduct.

10 48. As stated in this complaint, Plaintiff alleges violations of consumer
11 protection, unfair competition and truth in advertising laws resulting in harm to
12 consumers. Plaintiff asserts violations of the public policy of engaging in false and
13 misleading advertising, unfair competition and deceptive conduct towards
14 consumers. This conduct constitutes violations of the unfair prong of Business &
15 Professions Code § 17200, *et seq.*

16 49. There were reasonably available alternatives to further Defendants'
17 legitimate business interests, other than the conduct described herein.

18 50. Defendants' claims, nondisclosures and misleading statements, as more
19 fully set forth above, are also false, misleading and/or likely to deceive the
20 consuming public within the meaning of Business & Professions Code § 17200, *et*
21 *seq.*

22 51. Defendants' labeling and packaging as described herein, also
23 constitutes unfair, deceptive, untrue and misleading advertising.

24 52. Defendants' conduct caused and continues to cause substantial injury to
25 Plaintiff and the other Class members.

26 53. Plaintiff, on behalf of herself, and all other similarly situated Class
27 members, seeks restitution of all money obtained from Plaintiff and the members of
28 the Class as a result of Defendants' unfair competition, an injunction prohibiting

1 Defendants from continuing such practices, corrective advertising, and all other
2 relief this court deems appropriate, consistent with Business & Professions Code
3 § 17203.

4 **COUNT III**

5 **Breach of Implied Warranty**

6 54. Plaintiff re-alleges and incorporates by reference the allegations
7 contained in the paragraphs above as if fully set forth herein.

8 55. The Uniform Commercial Code § 2-314 provides that, unless excluded
9 or modified, a warranty that the goods shall be merchantable is implied in a contract
10 for their sale if the seller is a merchant with respect to goods of that kind.

11 56. California has adopted the provisions the Uniform Commercial Code
12 governing the implied warranty of merchantability. Cal. Comm. Code § 2314.

13 57. Defendants' Real Ham Bone For Dogs is a "good" as defined in the
14 California commercial code governing the implied warranty of merchantability.

15 58. As a designer, manufacturer, producer, marketer, and seller of the Real
16 Ham Bone For Dogs, Defendants are "merchants" within the meaning of the various
17 states' commercial codes governing the implied warranty of merchantability.

18 59. By placing the Real Ham Bone For Dogs in the stream of commerce,
19 Defendants impliedly warranted that the Real Ham Bone For Dogs is reasonably
20 safe, effective and adequately tested for its intended use and that it is of
21 merchantable quality.

22 60. As merchants of the Real Ham Bone For Dogs, Defendants knew that
23 purchasers relied upon them to manufacture, test and sell a product that is
24 reasonably safe. In fact, members of the public, including Plaintiff, reasonably
25 relied upon Defendants' skill and judgment and upon said implied warranties in
26 purchasing the Real Ham Bone For Dogs.

27 61. Plaintiff and the Class members purchased the Real Ham Bone For
28 Dogs to be used for its intended purpose.

1 69. Defendants have known for many years that the Real Ham Bone For
2 Dogs was dangerous for dogs because it posed a significant risk of severe or deadly
3 injury to dogs. Defendants had actual knowledge of these risks at the time of sale to
4 Plaintiff and Class members.

5 70. As such, Defendants were under a duty and failed to discharge their
6 duty to exercise reasonable care to not make misrepresentations about the product,
7 including that this product was appropriate for dogs. They also had a duty to
8 disclose to Plaintiff and members of the Class the true facts about Real Ham Bone
9 for Dogs. As the manufacturer, marketer and distributor of Real Ham Bone For
10 Dogs, Defendants had special knowledge of the hazards associated with the Real
11 Ham Bone For Dogs, which was not reasonably available to Plaintiff and members
12 of the Class. Defendants made affirmative representations in violation of the
13 applicable laws and actively concealed material facts relating to the dangerous
14 nature of the Real Ham Bone For Dogs, knowing that Plaintiff and Class members
15 would rely on the presumption that no such facts exist.

16 71. By purchasing a product that was not as represented, Plaintiff and Class
17 members did in fact rely upon Defendants' representations, including the product's
18 packaging at the time they purchased the Real Ham Bone For Dogs. Plaintiff and
19 Class members justifiably relied on these representations to their detriment and/or
20 were induced by Defendants' false statements and active concealment over the
21 safety of the Real Ham Bone For Dogs, in part, because at no time did Plaintiff and
22 Class members have the knowledge or expertise necessary to independently
23 evaluate the safety of the product.

24 72. Plaintiff and Class members could not have discovered Defendants'
25 fraudulent and misleading conduct at an earlier date through the exercise of
26 reasonable diligence because Defendants actively concealed their deceptive,
27 misleading and unlawful activities.
28

1 78. Defendants knew or should have known for many years that the Real
2 Ham Bone For Dogs posed a serious risk of injury or death to dogs. Despite this
3 knowledge, Defendants misrepresented that the Real Ham Bone For Dogs was safe
4 and appropriate for dogs.

5 79. Defendants had superior knowledge and information regarding the risks
6 associated with the Real Ham Bone For Dogs. Plaintiff and Class Members did not
7 have access to this information.

8 80. Defendants' representation and omission concern issues material to the
9 transaction in question. Defendants intended for Plaintiff and the Class rely on its
10 representations that the Real Ham Bone For Dogs was safe for use. Had Plaintiff
11 and the Class known that use of the Real Ham Bone For Dogs could result in serious
12 injury or death to their dogs, they would not have purchased the product.

13 81. The foregoing misrepresentations and practices proximately caused
14 Plaintiff and the Class members to suffer damages in that they purchased the Real
15 Ham Bone For Dogs without knowing that the alleged express and implied claims
16 about the product were false.

17 82. As a proximate cause of Defendant's false representations, Plaintiff and
18 the Class members suffered injury to property, specifically in the illness and deaths
19 of their pets and associated expenses, and continue to suffer damages. Plaintiff
20 seeks compensatory damages in an amount to be proven at trial.

21 **PRAYER FOR RELIEF**

22 Wherefore, Plaintiff prays for a judgment:

23 A. Certifying the Class as requested herein;

24 B. Awarding Plaintiff and the proposed class members damages,
25 including punitive damages;

26 C. Awarding restitution and disgorgement of Defendants' revenues to
27 Plaintiff and the proposed Class members;

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BLOOD HURST & O'REARDON, LLP

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D. Awarding declaratory and injunctive relief as permitted by law or equity, including enjoining Defendants from continuing the unlawful practices as set forth herein, and directing Defendants to identify, with court supervision, victims of their conduct and pay them restitution and disgorgement of all monies acquired by Defendants by means of any act or practice declared by this Court to be wrongful;

E. Ordering Defendants to engage in a corrective advertising campaign;

F. Awarding attorneys' fees and costs; and

G. Providing such further relief as may be just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: May 1, 2015

BLOOD HURST & O'REARDON, LLP
TIMOTHY G. BLOOD (149343)
LESLIE E. HURST (178432)
THOMAS J. O'REARDON II (247952)

By: s/ Timothy G. Blood
TIMOTHY G. BLOOD

701 B Street, Suite 1700
San Diego, CA 92101
Tel: 619/338-1100
619/338-1101 (fax)
tblood@bholaw.com
lhurst&bholaw.com
toreardon@bholaw.com

Attorneys for Plaintiff and the Class

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 KRISTIE REED, on Behalf of Herself and All Others Similarly Situated

(b) County of Residence of First Listed Plaintiff San Diego County, CA
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Timothy G. Blood / Leslie E. Hurst / Thomas J. O'Reardon II
 Blood Hurst & O'Reardon LLP
 701 B Street, Suite 1700, San Diego, CA 92101 Tel: 619/338-1100

DEFENDANTS
 DYNAMIC PET PRODUCTS and FRICK'S MEAT PRODUCTS, INC.

County of Residence of First Listed Defendant Franklin County, MO
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'15CV0987 WQHDHB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332(d) (Diversity)

Brief description of cause:
Civ. Code sec. 1750, et seq (violation of CLRA); B&P Code sec. 17200, et seq

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 05/01/2015 SIGNATURE OF ATTORNEY OF RECORD s/ Timothy G. Blood

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

EXHIBIT A



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T | 619.338.1100 F | 619.338.1101
www.bholaw.com

Leslie E. Hurst
lhurst@bholaw.com

May 1, 2015

VIA CERTIFIED MAIL (RETURN RECEIPT)
(RECEIPT NO. 7014 0150 0000 6250 7086)

David S. Frick, Owner
Dynamic Pet Products, LLC
360 M E Frick Dr.
Washington, MO 63090-1050

Dear Mr. Frick:

We represent Khristie Reed (“Plaintiff”) and all other consumers similarly situated in an action against Dynamic Pet Products, LCC and Frick’s Meat Products, Inc. (collectively, Dynamic and Frick’s are referred to as “Defendants”), arising out of, *inter alia*, omissions and misrepresentations about the efficacy and safety of Dynamic Pet Products’ Real Ham Bone For Dogs.

Plaintiff and others similarly situated purchased the Real Ham Bone for Dogs unaware of the fact that Defendants’ omissions and representations were false and deceptive. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is attached and incorporated by this reference.

These representations and omissions are false and misleading and constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices, undertaken by Defendants with the intent to result in the sale of the Real Ham Bone For Dogs to the consuming public. These practices constitute violations of the Consumers Legal Remedies Act, California Civil Code § 1750 *et seq.* Specifically, Defendants’ practices violate California Civil Code § 1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that goods or services have . . .approval, characteristics, . . . uses [or] benefits . . . which they do not have
* * *
- (7) Representing that goods or services are of a particular standard, quality or grade . . . if they are of another.
* * *
- (9) Advertising goods or services with intent not to sell them as advertised.
* * *
- (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.



David Frick
Dynamic Pet Products, LLC
May 1, 2015
Page 2

As detailed in the attached Complaint, Defendants' practices also violate California Business and Professions Code § 17200 *et seq.*, and constitute a breach of warranty, fraud, and negligent misrepresentations.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782 and California Commercial Code § 2607, we hereby demand on behalf of our client and all others similarly situated that Defendants immediately correct and rectify these violations by ceasing dissemination of false and misleading information as described in the enclosed Complaint, properly inform consumers of the potential dangers associated with using the Real Ham Bone For Dogs, obtain redress for those who have purchased the product, and initiate a corrective advertising campaign to re-educate consumers regarding the truth of the products at issue. In addition, Defendants must offer to refund the purchase price to all consumer purchasers of the products at issue, plus provide reimbursement for interest, costs, and fees.

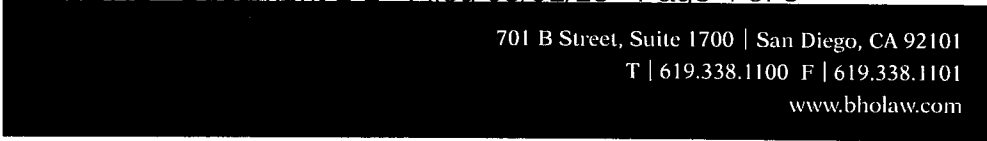
We await your response.

Sincerely,

LESLIE E. HURST

LEH:jk

Enclosure



701 B Street, Suite 1700 | San Diego, CA 92101
T | 619.338.1100 F | 619.338.1101
www.bholaw.com

Leslie E. Hurst
lhurst@bholaw.com

May 1, 2015

VIA CERTIFIED MAIL (RETURN RECEIPT)
(RECEIPT NO. 7014 0150 0000 6250 7079)

David S. Frick, President
Frick's Meat Products, Inc.
360 M E Frick Dr.
Washington, MO 63090-1050

Dear Mr. Frick:

We represent Khristie Reed ("Plaintiff") and all other consumers similarly situated in an action against Dynamic Pet Products, LCC and Frick's Meat Products, Inc. (collectively, Dynamic and Frick's are referred to as "Defendants"), arising out of, *inter alia*, omissions and misrepresentations about the efficacy and safety of Dynamic Pet Products' Real Ham Bone For Dogs.

Plaintiff and others similarly situated purchased the Real Ham Bone for Dogs unaware of the fact that Defendants' omissions and representations were false and deceptive. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is attached and incorporated by this reference.

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* * *
- (7) Representing that goods or services are of a particular standard, quality or grade . . . if they are of another.
* * *
- (9) Advertising goods or services with intent not to sell them as advertised.
* * *
- (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.



David Frick, President
Frick's Meat Products, Inc.
May 1, 2015
Page 2

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While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code § 1782 and California Commercial Code § 2607, we hereby demand on behalf of our client and all others similarly situated that Defendants immediately correct and rectify these violations by ceasing dissemination of false and misleading information as described in the enclosed Complaint, properly inform consumers of the potential dangers associated with using the Real Ham Bone For Dogs, obtain redress for those who have purchased the product, and initiate a corrective advertising campaign to re-educate consumers regarding the truth of the products at issue. In addition, Defendants must offer to refund the purchase price to all consumer purchasers of the products at issue, plus provide reimbursement for interest, costs, and fees.

We await your response.

Sincerely,

LESLIE E. HURST

LEH:jk

Enclosure

EXHIBIT B

BLOOD HURST & O'REARDON, LLP
TIMOTHY G. BLOOD (149343)
LESLIE E. HURST (178432)
THOMAS J. O'REARDON II (247952)
701 B Street, Suite 1700
San Diego, CA 92101
Tel: 619/338-1100
619/338-1101 (fax)
tblood@bholaw.com
lhurst@bholaw.com
toreardon@bholaw.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

KHRISTIE REED, on Behalf of
Herself and All Others Similarly
Situated,

Plaintiff,

v.

DYNAMIC PET PRODUCTS and
FRICK'S MEAT PRODUCTS, INC.,

Defendants.

Case No:

CLASS ACTION

**AFFIDAVIT OF TIMOTHY G.
BLOOD PURSUANT TO
CALIFORNIA CIVIL CODE
§1780(d)]**

BLOOD HURST & O'REARDON, LLP

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Case No.

AFFIDAVIT OF TIMOTHY G. BLOOD PURSUANT TO CAL. CIV. CODE § 1780(d)

BLOOD HURST & O'REARDON, LLP

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I, TIMOTHY G. BLOOD, declare as follows:

1. I am an attorney duly licensed to practice before all of the courts of the State of California. I am the managing partner of the law firm of Blood Hurst & O'Reardon LLP, one of the counsel of record for plaintiffs in the above-entitled action.

2. Defendants Dynamic Pet Products and Frick's Meat Products, Inc. have done and are doing business in San Diego County. Such business includes the marketing, promoting, distributing, and selling of the Dynamic Pet Products Real Ham Bone For Dogs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of May, 2015, at San Diego, California.

Dated: May 1, 2015

BLOOD HURST & O'REARDON, LLP
TIMOTHY G. BLOOD (149343)
LESLIE E. HURST (178432)
THOMAS J. O'REARDON II (247952)

By: s/ Timothy G. Blood
TIMOTHY G. BLOOD

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Attorneys for Plaintiff