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12 UNITED STATES DISTRICT COURT  
 13 CENTRAL DISTRICT OF CALIFORNIA  
 14 SOUTHERN DIVISION

15 JESSICA HUGHES, individually and on  
 16 behalf all others similarly situated,

17 Plaintiff,

18 v.

19 BIG HEART PET BRANDS, a Delaware  
 20 corporation; MEOW MIX, LLC, a Rhode  
 21 Island corporation,

22 Defendants.  
 23

No. 2:15-cv-08007

CLASS ACTION

**COMPLAINT FOR  
 VIOLATION OF CALIFORNIA  
 CONSUMER PROTECTION  
 LAWS**

DEMAND FOR JURY TRIAL

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1 Plaintiff Jessica Hughes (“Plaintiff”) brings this action on behalf of herself and  
2 all others similarly situated against Big Heart Pet Brands and Meow Mix, LLC  
3 (“Defendants”). Plaintiff’s allegations against Defendants are based upon information  
4 and belief and upon investigation of Plaintiffs’ counsel, except for allegations  
5 specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal  
6 knowledge.

7 **I. OVERVIEW**

8 1. America’s largest and most profitable food conglomerates should not  
9 tolerate slave labor anywhere in their supply chains. These companies should not turn  
10 a blind eye to known human rights abuses or shirk from investigating potential human  
11 rights abuses by their suppliers, especially when the companies consistently and  
12 affirmatively represent that they act in a socially and ethically responsible manner.  
13 When these food conglomerates fail to uphold their responsibility for ensuring the  
14 absence of slave labor in their supply chains, their misconduct has the profound  
15 consequence of supporting and encouraging slave labor. And when these food  
16 conglomerates fail to disclose the use of slave labor in their supply chains to  
17 consumers, they are deceived into buying products they would not have otherwise and  
18 thereby unwittingly supporting slave labor themselves through their product  
19 purchases. Such food conglomerates should be required to make restitution to the  
20 consumers they have deceived and to ensure the absence of slave labor in their supply  
21 chains going forward.

22 2. Defendants are among the largest and most profitable food conglomerates  
23 in the United States. Defendants source their food products from all over the globe.  
24 Among their products, Defendants market and distribute pet foods, including the well-  
25 known cat food Meow Mix. Meow Mix comes in a variety of flavors and styles, many  
26 of which include seafood caught from the tropical waters between Thailand and  
27 Indonesia.

1           3. Defendants work with their Thai partner, Thai Union Frozen Products  
2 PCL (“Thai Union”), to import their pet food into the United States. In the past year,  
3 Thai Union has shipped more than 28 million pounds of seafood-based pet food for  
4 some of the top brands sold in America, including Meow Mix, according to United  
5 States Customs documents.<sup>1</sup> Thai Union is Thailand’s largest seafood company  
6 operating as a vertically integrated producer, processor, and exporter of canned  
7 seafood and pet food.<sup>2</sup>

8           4. Thai Union has controlling stakes in seafood and pet food canneries,  
9 including Songkla Canning PCL and Thai Union Manufacturing Co., Ltd. These  
10 canneries receive large shipments of fish from “motherships” which are larger boats  
11 that refrigerate and transport fish from numerous fishing boats.

12           5. These motherships do not capture fish themselves. Rather, they go  
13 between port and the fishing boats to resupply the fishing boats, pick up caught fish,  
14 and deliver the fish to the canneries for processing. As a result, fishing boats do not  
15 need to return to port and can instead continuously fish, ensuring constant productivity  
16 with the ultimate goal of higher profits. And because motherships eliminate the need  
17 for fishing boats to return to land for months at a time, the fishing boats operate at  
18 great distance from any port and without oversight.

19           6. Thus, the supply chain can be depicted as follows:  
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25 <sup>1</sup> Ian Urbina, *‘Sea Slaves’: The Human Misery that Feeds Pets & Livestock*, New  
26 York Times (July 27, 2015) (“*Sea Slaves*”),  
[http://www.nytimes.com/2015/07/27/world/outlaw-ocean-thailand-fishing-sea-slaves-  
pets.html?\\_r=0](http://www.nytimes.com/2015/07/27/world/outlaw-ocean-thailand-fishing-sea-slaves-pets.html?_r=0) (last visited Aug.14, 2015).

27 <sup>2</sup> Thai Union Frozen Food Prods. PCL, Company Profile,  
28 <http://www.thaiuniongroup.com/en/profile/subsidiaries.ashx> (last visited Aug. 14,  
2015).

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7. Without Defendants holding their supply chain to a higher standard, the deckhands on these fishing boats end up working as modern day slaves, as described in the recent New York Times article, *‘Sea Slaves’: The Human Misery that Feeds Pets & Livestock.*<sup>3</sup> Often trafficked from Thailand’s poorer neighbors such as Cambodia and Burma, men and boys are sold to fishing boat captains needing crews to man their fishing boats. The work is dangerous and exhausting with shifts lasting up to 20 hours a day with little or no pay. Refusal or failure to work to a supervisor’s satisfaction can result in being beaten or even murdered.

8. The Bureau of International Labor Affairs of the United States Department of Labor confirms that fish and shrimp from Thailand are likely the product of forced labor.<sup>4</sup>

Country	Good	Child Labor	Forced Labor
Thailand	Fish		X
Thailand	Garments	X	X
Thailand	Pornography	X	
Thailand	Shrimp	X	X
Thailand	Sugarcane	X	

<sup>3</sup> Urbina, *Sea Slaves*.

<sup>4</sup> <http://www.dol.gov/ilab/reports/child-labor/list-of-goods/countries/?q=Thailand>.

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2 Likewise, Aidan McQuade, director of Anti-Slavery International, has commented that  
3 “[i]f you buy prawns or shrimp from Thailand, you will be buying the product of slave  
4 labour.”

5 9. Knowing that the much of the fish sold in Defendants’ pet food is likely  
6 the product of slave labor is material to consumers not wishing to support slave labor  
7 with their purchasing power. In the course of marketing and selling its pet foods,  
8 however, Defendants materially omit and do not disclose the likelihood that much of  
9 the fish in its pet food is the product of slave labor. Furthermore, Defendants do not  
10 disclose that despite its awareness that slave labor is being used in its supply chains,  
11 Defendants have not required its suppliers to remedy this human tragedy. Defendants,  
12 among the largest companies in the world, can dictate the terms by which seafood is  
13 produced and supplied to it, including the labor conditions in the supply chain. But  
14 Defendants are presently not able to trace the fish that it imports back to the fishing  
15 boats that source it, much less ensure that the fish is not the product of slave labor.  
16 And meanwhile Defendants profit from the slave labor that supplies their fish. This is  
17 shameful. Had Plaintiff and Class Members known the truth, they would not have  
18 purchased Defendants’ pet food or paid as much for them.

19 10. Defendants’ material omissions and failure to disclose are all the more  
20 appalling considering that Defendants have identified the protection of human rights,  
21 including the elimination of all forms of forced or compulsory labor, as an integral  
22 part of their human rights policies. But Defendants do not live up to their own ideals.  
23 Defendants’ public espousal of a message condemning forced labor and their superior  
24 knowledge of the likelihood that much of the fish in their pet food is so sourced  
25 obligate Defendants to disclose the truth to consumers.

26 11. Defendants’ conduct described herein violates the (i) California’s  
27 Business & Professions Code §§ 17200, *et seq.* (the Unfair Competition Law or  
28

1 “UCL”); (ii) California Civil Code §§ 1750, *et seq.* (the Consumers Legal Remedies  
2 Act or “CLRA”); and (iii) California’s Business & Professions Code §§ 17500, *et seq.*  
3 (the False Advertising Law or “FAL”). Plaintiff brings this action on behalf of a  
4 California class for restitution and injunctive relief, and any other relief deemed  
5 appropriate by the court to which this case is assigned.

## 6 II. PARTIES

7 12. Plaintiff Jessica Hughes is and was at all relevant times a citizen of the  
8 State of California, residing in Oakland, California. Plaintiff has purchased Meow  
9 Mix cat food from Defendants through various retail stores including Safeway and  
10 CVS in Oakland, California and Pak N Save in Emeryville, California from 2011  
11 through present. Plaintiff saw the product packaging and labeling as well as signage  
12 in retail stores where she purchased the cat food. Plaintiff would not have purchased  
13 and/or paid as much had Defendants disclosed the truth. Plaintiff seeks restitution  
14 and injunctive relief requiring Defendants to cease their deceptive marketing.

15 13. Defendant Big Heart Pet Brands is a nationwide manufacturer and  
16 distributor of petfood products. Defendant Big Heart Brands is incorporated in  
17 Delaware with its principle place of business located at 1 Maritime Plaza, San  
18 Francisco, CA 94111. Prior to February 19, 2014, Big Heart Pet Brands conducted  
19 business under the name of Del Monte Corporation. On March 23, 2015, Big Heart Pet  
20 Brands was acquired by J.M. Smucker Company.

21 14. Defendant Meow Mix, LLC is a nationwide manufacturer and distributor  
22 of Meow Mix brand pet foods. Meow Mix, LLC is incorporated in the state of Rhode  
23 Island with its principal place of business located in Providence, Rhode Island. Meow  
24 Mix, LLC’s predecessor, Meow Mix Holdings, Inc., was acquired by the Del Monte  
25 Foods Company in March, 2006.

26 15. Defendants develop, market, and distribute the Meow Mix cat food line  
27 through pet stores, grocery stores, and online in California and nationwide.

1 Defendants' Meow Mix products using seafood imported by Thai Union ("Meow  
2 Mix") include, but are not limited to, the following: (i) Meow Mix Souffles with Real  
3 Tuna, Egg and Garden Vegetables; (ii) Meow Mix Pate Toppers® with Real Tuna  
4 Topped With Flakes of Tuna & Whole Shrimp; (iii) Pate Toppers® with Real Salmon  
5 Topped with Flakes of Tuna; (iv) Meow Mix Tender Favorites® with Real Tuna &  
6 Whole Shrimp in Sauce; (v) Meow Mix Tender Favorites® with Real Salmon & Crab  
7 Meat in Sauce; (vi) Meow Mix Tender Favorites® with Real Salmon & Red Snapper  
8 in Sauce; (vii) Meow Mix Savory Morsels™ with Real Tuna & Salmon in Gravy;  
9 (viii) Meow Mix Savory Morsels™ with Real Tuna & Crab in Gravy; (ix) Meow Mix  
10 Savory Morsels™ Seafood Entree in Gravy; (x) Meow Mix Savory Morsels™ with  
11 Real Salmon & Ocean Fish in Gravy; (ix) Meow Mix Savory Morsels™ with Real  
12 Ocean Whitefish & Tuna in Gravy.

### 13 **III. JURISDICTION AND VENUE**

14 16. This Court has diversity jurisdiction over this action pursuant to  
15 28 U.S.C. § 1332(d), because the amount in controversy for the Class exceeds  
16 \$5,000,000, and the Class includes members who are citizens of a different state than  
17 Defendant.

18 17. This Court has personal jurisdiction over Defendants because they have  
19 regional offices and conduct substantial business in this district and throughout the  
20 State of California.

21 18. Venue is proper in this Court under 28 U.S.C. § 1391(b), because  
22 Defendants have marketed and sold pet food within this district, and a substantial  
23 number of the acts and omissions alleged herein occurred within this district.

### 24 **IV. FACTUAL ALLEGATIONS**

#### 25 **A. Forced Labor Is Used to Produce Meow Mix Cat Food.**

26 19. The journey from "bait to plate" for American pet food products spans  
27 thousands of miles and involves numerous parties. Sophisticated entities like  
28



1 Defendants harness their vast resources to efficiently catch fish in far off Southeast  
2 Asian waters, process those fish into pet food, and transport that pet food for sale to  
3 the American consumer.

4 20. This journey begins on fishing trawlers operating in the tropical waters in  
5 and around the Gulf of Thailand and the South China Sea near Indonesia. These  
6 fishing trawlers undertake the actual task of capturing the mackerel, tuna, prawns  
7 another species of sea life from the ocean that go into canned seafood and pet food.<sup>5</sup>

8 21. The crews of these fishing trawlers are very often men and boys who  
9 have been trafficked from nearby Myanmar and Cambodia.<sup>6</sup> Desperate and  
10 vulnerable, these men and boys fall victim to human traffickers who prey upon their  
11 poverty by offering the prospect of employment in Thailand which would enable these  
12 people to help their families. Instead of true employment, men and boys are sold as  
13 slaves by brokers and smugglers to fishing captains in Thai ports in need of labor.  
14 Once sold, these men and boys (hereafter “Sea Slaves”) enter a modern form of  
15 indentured servitude where they are required to work to pay off the price the captains  
16 paid to purchase them. The Sea Slaves cannot leave the boats until their debt is paid.  
17 After leaving port, these boats become floating prisons isolated by thousands of miles  
18 of open water.

19 22. These Sea Slaves are frequently resold to other fishing boats while out at  
20 sea, often at higher prices than their price at port. As a result, Sea Slaves are  
21 involuntarily forced into longer and longer periods of servitude as their debt grows and  
22 the price of their freedom becomes ever more elusive. Often, these purchases are  
23 made in one of five locations that are the deepest parts of the oceans, the point farthest  
24 away from every shore. Here, the Thai, Indonesian, and Vietnamese jurisdictions

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26 <sup>5</sup> Urbina, *Sea Slaves*; Kate Hodal and Chris Kelly, *Trafficked Into Slavery on Thai*  
27 *Trawlers to Catch Food for Prawns*, *The Guardian* (June 20, 2014), (“*Trafficked Into*  
*Slavery*”), <http://www.theguardian.com/global-development/2014/jun/10/-sp-migrant-workers-new-life-enslaved-thai-fishing> (last visited Aug. 14, 2015).

28 <sup>6</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

1 intersect, making enforcement and application of laws confusing—to the advantage of  
2 companies that rely on slave labor, like Thai Union.

3 23. Daily life at sea is harsh by any standard. Meals for Sea Slaves consist of  
4 one bowl of rice per day along with some unwanted fish.<sup>7</sup> When water runs low, Sea  
5 Slaves often suck the unsanitary and foul-tasting ice chips used to freeze fish.  
6 Sleeping in two hour shifts, quarters are cramped, hot and filled with rodents and other  
7 vermin. The boats' engines operate constantly emanating a deafening noise and  
8 periodically spewing black clouds of toxic fumes into the sleeping quarters. Sea  
9 Slaves work in all weather conditions enduring seasickness during rough seas and the  
10 unrelenting heat of the tropical sun. Beyond the boat, pirates are known to operate in  
11 the region.

12 24. The work on these trawlers is extremely dangerous.<sup>8</sup> As a preliminary  
13 matter, many Sea Slaves do not know how to swim making any misstep potentially  
14 fatal. Moreover, fishing trawlers typically use weighted nets to capture anything that  
15 might be swimming along the ocean floor. Once the nets are raised to the surface, Sea  
16 Slaves will jump overboard to ensure that the nets have closed properly. If a Sea  
17 Slave becomes entangled in the mesh nets, he could be forced underwater and drown  
18 before anyone would notice. During rough seas, large waves can pound the fishing  
19 trawlers and easily drag away anyone on deck unlucky enough to be in the wrong  
20 place at the wrong time. Nylon lines can sever fingers and open wounds on constantly  
21 wet hands. Deeper cuts are stitched up by Sea Slaves themselves, resulting in large  
22 numbers of infections.

23 25. Boat captains and officers regularly engage in severe physical  
24 punishment of insubordinate Sea Slaves. Various forms of punishment include

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25 <sup>7</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

26 <sup>8</sup> Urbina, *Sea Slaves*; United Nations Inter-Agency Project on Human Trafficking,  
27 *Exploitation of Cambodian Men at Sea: Facts about the Trafficking of Camodian Men*  
28 *onto Thai Fishing Boats* (Apr. 22, 2009) (“*Men at Sea*”), [http://www.no-](http://www.no-trafficking.org/reports_docs/siren/siren_cb3.pdf)  
[trafficking.org/reports\\_docs/siren/siren\\_cb3.pdf](http://www.no-trafficking.org/reports_docs/siren/siren_cb3.pdf).

1 physical beatings, solitary confinement in foul smelling fishing holds below deck for  
 2 days on end, and shackling them by the neck.<sup>9</sup> In other cases, captains and their  
 3 officers have been known to kill Sea Slaves. Sick Sea Slaves have been thrown  
 4 overboard. Others have been beheaded. As overfishing has continued to deplete  
 5 populations of fish in the South China Sea,<sup>10</sup> Sea Slaves must endure these conditions  
 6 for months at a time as fishing trawlers continue to operate further and further from  
 7 coastlines. The conditions are so severe that the United Nations has issued a call to  
 8 action for Cambodian, Thai, and Malaysian governmental agencies to enforce the  
 9 human rights laws and policies.<sup>11</sup>

10 26. On the open ocean, the Sea Slaves are at the mercy of the captain or other  
 11 officers.<sup>12</sup> Corrupt law enforcement officials are often complicit in the trafficking of  
 12 sea slaves, while Thai maritime authorities are limited in their ability to patrol  
 13 thousands of square miles of open water – which is precisely why these boats operate  
 14 at such distances from coastlines.

15 27. Once fish have been caught and stored by fishing trawlers, the boats then  
 16 meet with so-called “motherships.”<sup>13</sup> Motherships do not fish. Their purpose is  
 17 merely to collect the fish from fishing trawlers, store them into their larger and better  
 18 refrigerated cargo holds, and resupply the fishing boats. They are vital to the fishing  
 19 boats’ ability to operate further and further from coastlines, away from prying law  
 20 enforcement and any government authorities.

22 <sup>9</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*; United Nations Inter-Agency  
 23 Project on Human Trafficking, *Men at Sea*.

24 <sup>10</sup> See Environmental Justice Foundation, *Pirates and Slaves: How Overfishing in  
 25 Thailand Fuels Human Trafficking and the Plundering of Our Oceans* (2015), 10  
[http://ejfoundation.org/sites/default/files/public/EJF\\_Pirates\\_and\\_Slaves\\_2015.pdf](http://ejfoundation.org/sites/default/files/public/EJF_Pirates_and_Slaves_2015.pdf)  
 (last visited Aug. 17, 2015).

26 <sup>11</sup> United Nations Inter-Agency Project on Human Trafficking, *Men at Sea*.

27 <sup>12</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*; United Nations Inter-Agency  
 Project on Human Trafficking, *Men at Sea*.

28 <sup>13</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

1           28. Motherships do not inquire whether the fishing boat’s labor force is  
2 comprised of Sea Slaves. While motherships may meet up with both fishing boats  
3 using Sea Slaves and other boats using legitimately employed deckhands, once the fish  
4 is collected and stored, fish that is the product of forced labor is mixed with fish that is  
5 legitimately caught, making any kind of tracing impossible.<sup>14</sup> That Defendants permit  
6 such mixing of sources in their supply chain renders them unable to assert that *any* fish  
7 imported from Thailand is not the product of slave labor.

8           29. Motherships then haul their cargo to ports on the Thai coast. At port, the  
9 fish are loaded onto trucks bound for nearby canneries in order to be processed into  
10 canned pet food and seafood.<sup>15</sup>

11           30. As reported by the New York Times, one Sea Slave learned that much of  
12 the fish on the boat where he was held captive was eventually sent to a cannery owned  
13 by Songkla Canning PCL.<sup>16</sup> Songkla Canning PCL and Thai Union Manufacturing  
14 LTD are the cannery subsidiaries of Thai Union Frozen Products PCL (hereafter “Thai  
15 Union”).<sup>17</sup> Thai Union and its subsidiaries process, package, and export many of  
16 America’s best known pet food brands, including Meow Mix. In the past year, Thai  
17 Union has shipped more than 28 million pounds of seafood-based cat and dog food for  
18 many of these top brands according to United States Customs documents.<sup>18</sup>

19           31. After Thai Union’s canneries have processed the raw fish into Meow  
20 Mix, Thai Union exports it to Defendants in the United States. Thai Union exports  
21 directly with Big Heart Pet Brands as a consignee. While Big Heart Pet Brands was  
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24           <sup>14</sup> Urbina, *Sea Slaves*; Hodal, *Trafficked Into Slavery*.

25           <sup>15</sup> Robin McDowell, Margie Mason, Martha Mendoza, *AP Investigation: Are slaves*  
26 *catching the fish you buy?* (Mar. 25, 2015), [http://news.yahoo.com/ap-investigation-](http://news.yahoo.com/ap-investigation-slaves-catching-fish-buy-011905896--finance.html)  
27 [slaves-catching-fish-buy-011905896--finance.html](http://news.yahoo.com/ap-investigation-slaves-catching-fish-buy-011905896--finance.html) (last visited Aug. 14, 2015).

28           <sup>16</sup> Urbina, *Sea Slaves*.

<sup>17</sup> Thai Union Frozen Food Prods. PCL.

<sup>18</sup> Urbina, *Sea Slaves*.

1 known as Del Monte Corporation, Del Monte Corporation would act as a consignee to  
2 Meow Mix shipments.

3 32. Upon arrival in the United States, the Meow Mix cat food enters  
4 Defendants' distribution network and is shipped to retailers in California and  
5 throughout the United States.

6 **B. Defendants Fail to Disclose the Use of Slave Labor in Their Supply Chain.**

7 33. While Meow Mix packaging states that it is a product of Thailand, a  
8 consumer reviewing the Meow Mix packaging will find no mention of the likelihood  
9 that forced labor was used to catch the seafood going into the product.



21 **FIGURE 1: (FRONT)**

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**FIGURE 2: (BACK SHOWING MADE IN THAILAND)**



**FIGURE 3: (FRONT)**

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**FIGURE 4: (BACK SHOWING MADE IN THAILAND)**

34. Nowhere on the packaging for any of the Meow Mix cat food products is there any indication of the slave labor conditions of those people catching the fish that go into them.

35. Similarly, Defendants’ websites do not disclose the likelihood of slave labor in the Meow Mix supply chain, despite their superior knowledge, as compared to consumers, regarding that supply chain.

**C. Defendants Recognize that the Use of Slave Labor in Their Supply Chains Is Wrong.**

36. Under the heading “Upholding human rights in our supply chain,” Big Heart Pet Brands declares that it “uphold[s] the principles of human rights and [is] opposed to human trafficking and forced labor at any level.”<sup>19</sup>

37. Big Heart’s Supplier Code of Conduct (“Supplier Code”) demands that “all labor shall be voluntary in accordance with ILO Convention No. 29 on Forced

<sup>19</sup> BigHeartPet.com, Upholding Human Rights in Our Supply Chain, <http://www.bigheartpet.com/corporate-responsibility/supply-chain.aspx> (last visited Sept. 15, 2015).

1 Labor. Suppliers are forbidden from using forced, bonded, prison, or indentured labor  
 2 of any kind. Suppliers shall not engage in human trafficking, slavery, or debt  
 3 bondage...”<sup>20</sup> Suppliers must “compensate workers with wages, overtime premiums,  
 4 and benefits according to applicable laws” and must provide a safe and healthy work  
 5 environment including taking affirmative measures to reduce work related injury and  
 6 illness.<sup>21</sup> And these requirements are not limited to direct suppliers: “Suppliers shall  
 7 require subcontractors/sub-suppliers involved in the provision of goods or services to  
 8 Big Heart Pet Brands to comply with [the Supplier Code].”<sup>22</sup>

9 38. Big Heart’s Supplier Code also demands that “[s]uppliers shall operate in  
 10 full compliance with all applicable laws...relating to terms of employment.”<sup>23</sup> As a  
 11 result, the Supplier Code requires that all [s]uppliers in the Meow Mix supply chain  
 12 “treat all workers with dignity and respect...and not engage in or permit corporal  
 13 punishment or any other form of...abuse including threats of violence.”<sup>24</sup> Regarding  
 14 child labor, the Supplier Code demands that “[i]n accordance with ILO Convention  
 15 No. 138 on Minimum Age, suppliers shall not employ individual under the age of 15  
 16 or 14 even where local law permits.... Workers shall be allowed to complete  
 17 compulsory education...and [s]uppliers shall not subject workers under the age of 18  
 18 to hazardous work, night work, and overtime work, in compliance with ILO  
 19 Convention No. 182 on the worst forms of child labor.”<sup>25</sup>

20 39. Big Heart’s own internal Code of Conduct makes similar representations  
 21 about Big Heart’s good intentions claiming to “care about the people who make our  
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23 <sup>20</sup> BigHeartPet.com, Supplier Code of Conduct, 2,  
 24 <http://www.bigheartpet.com/assets/BHPB-Supplier-Code-of-Conduct.pdf> (last visited  
 Sept. 15, 2015).

25 <sup>21</sup> *Id.* at 3.

26 <sup>22</sup> *Id.* at 4.

27 <sup>23</sup> *Id.* at 1.

28 <sup>24</sup> *Id.* at 1.

<sup>25</sup> *Id.* at 1.



1 products.”<sup>26</sup> Big Heart employees “have a duty to ensure that...[Big Heart] never  
 2 use[s] raw materials or finished goods produced by forced labor.”<sup>27</sup> Employees are  
 3 commanded that if they “become aware of any activity that goes against [Big Heart’s]  
 4 commitment to human rights, don’t ignore it. Report it immediately so [Big Heart] can  
 5 take appropriate action.” Big Heart’s Code of Conduct also requires that employees  
 6 “[e]nsure...that suppliers do not engage in slavery, human trafficking or child labor.”<sup>28</sup>  
 7 “Each of us [at Big Heart] has an obligation to maintain ethical trade practices...Our  
 8 obligation applies to all goods...that we bring into the United States or send into  
 9 another country.”<sup>29</sup>

10 40. As alleged above, because Defendants permitted its suppliers to store,  
 11 transport, and process fish caught by Sea Slaves alongside fish caught by legitimate  
 12 fishing operators, Defendants were not able to trace its Meow Mix cat food back to the  
 13 source. Defendants knew or should have known that it failed to ensure the absence of  
 14 forced labor in the sourcing of its Meow Mix cat food in violation of its own  
 15 Corporate Responsibility Report, Supplier Code, and Code of Conduct.

16 41. While Defendants take great pains to articulate their focus on human  
 17 rights, they avoid mentioning that by sourcing from countries like Thailand,  
 18 Defendants source from a country that has been identified by the U.S. State  
 19 Department as a “Tier 3 source, destination, and transite country for men, women, and  
 20 children subjected to forced labor and sex trafficking” with particular reference made  
 21 to the fishing industry.<sup>30</sup> Yet Defendants’ “[i]ndependent unannounced audits...are  
 22

23 <sup>26</sup> Bigheartpet.com, Code of Conduct, 52,  
 24 <http://www.bigheartpet.com/assets/Leading-the-Way-Our-Code-of-Conduct.pdf> (last  
 visited September 17, 2015).

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

26 <sup>28</sup> *Id.*

27 <sup>29</sup> *Id.* at 48..

28 <sup>30</sup> See U.S. Dep’t of State, Office to Monitor & Combat Trafficking in Persons,  
 2014 Trafficking in Persons Report,  
<http://www.state.gov/j/tip/rls/tiprpt/countries/2014/226832.htm> (last visited Aug. 17,  
 COMPLAINT FOR VIOLATION OF CALIFORNIA  
 CONSUMER PROTECTION LAWS

1 not currently used to specifically audit compliance with human trafficking and slavery  
2 requirements.”<sup>31</sup>

3 42. In summary, although Defendants recognize that the use of slave labor in  
4 their supply chain is wrong and their Supplier Code and Code of Conduct explicitly  
5 forbid slave labor by their suppliers, they materially omit to disclose to consumers at  
6 the point of sale the likelihood that slave labor was used to source the seafood making  
7 up the Meow Mix.

8 **D. Use of Slave Labor in the Meow Mix Supply Chain Is Material to**  
9 **Consumers.**

10 43. Consumers have become sensitive to the human cost behind the products  
11 that they buy. This sensitivity transcends industries and ranges from products as  
12 diverse as clothing to coffee.

13 44. A 2006 study by researchers at the University of Michigan analyzed  
14 consumer purchases to determining consumer willingness to pay a premium for  
15 athletic socks marked with a Good Working Conditions (“GWC”) label.<sup>32</sup> The study  
16 concluded that 30% of consumers in a working class neighborhood of Detroit were  
17 willing to pay a 20% price premium (from \$1.00 to \$1.20) for GWC labeled socks  
18 compared to non-GWC labeled socks.<sup>33</sup>

19 45. A 2011 study lead by researchers at Harvard University studied consumer  
20 willingness to pay a premium for polo shirts sold with an SA8000 certification on  
21

22  
23 2015). Other countries ranked as Tier 3 for forced labor include North Korea and Iran.  
U.S. Dep’t of State, Office to Monitor & Combat Trafficking in Persons, *id.*

24 <sup>31</sup> BigHeartPet.com, Upholding Human Rights in Our Supply Chain,  
25 <http://www.bigheartpet.com/corporate-responsibility/supply-chain.aspx> (last visited  
Sept. 15, 2015).

26 <sup>32</sup> Howard Kimeldorf, Rachel Meyers, Monica Prasad, & Ian Robinson, *Consumers*  
27 *with a Conscience: Will They Pay More?* (Winter 2006), 24 available at  
[http://www.npr.org/documents/2013/may/consumer\\_conscience\\_study\\_ME\\_20130501.pdf](http://www.npr.org/documents/2013/may/consumer_conscience_study_ME_20130501.pdf) (last visited Aug. 17, 2015).

28 <sup>33</sup> *Id.*

1 eBay.<sup>34</sup> The SA8000 certification prohibits the use of child labor and forced labor and  
 2 discrimination based on race, gender, and religion. The code mandates that workers  
 3 be allowed to organize and bargain collectively with their employers. The SA8000  
 4 code also requires that workplaces satisfy minimum health and safety standards, pay  
 5 minimum (living) wages, and that overtime work is voluntary, limited, and paid at a  
 6 premium.<sup>35</sup> “On average, shoppers paid a 45% premium for labeled versus unlabeled  
 7 shirts. The findings suggest that there is substantial consumer support for fair labor  
 8 standards, even among price-sensitive eBay shoppers.”<sup>36</sup>

9 46. Another Harvard University study led by a similar team studied consumer  
 10 willingness to pay a premium for coffee certified as Fair Trade on eBay.<sup>37</sup> A Fair  
 11 Trade certification requires, amongst other things, that the producer not use forced and  
 12 child labor in the production of its coffee.<sup>38</sup> The study found that consumers in online  
 13 auctions were willing to pay an average of 23% more for coffee certified as Fair  
 14 Trade.<sup>39</sup>

15 47. Similar to products like socks and coffee, pet food is an inexpensive good  
 16 generally imported from foreign countries where labor costs are considerably cheaper.  
 17 Accordingly, consumers are similarly sensitive to slave labor being used in pet food  
 18 production.

19 \_\_\_\_\_  
 20 <sup>34</sup> Michael J. Hiscox, Michael Broukhim, Claire S. Litwin, Andrea Woloski,  
 21 *Consumer Demand For Fair Labor Standards: Evidence From a Field Experiment on*  
 22 *eBay* (Apr. 2011), 3 [http://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=1811788](http://papers.ssrn.com/sol3/papers.cfm?abstract_id=1811788) (last  
 23 visited Aug. 17, 2015).

24 <sup>35</sup> *Id.*, (citing [http://www.sa-  
 intl.org/\\_data/n\\_0001/resources/live/2008StdEnglishFinal.pdf](http://www.sa-intl.org/_data/n_0001/resources/live/2008StdEnglishFinal.pdf)) (last visited Aug. 17,  
 25 2015).

26 <sup>36</sup> *Id.* at 3, 22.

27 <sup>37</sup> See Michael J. Hiscox, Michael Broukhim, & Claire S. Litwin, *Consumer*  
 28 *Demand for Fair Trade: New Evidence From A Field Experiment Using eBay*  
 Auctions of Fresh Roasted Coffee (Mar. 16, 2011),  
<http://scholar.harvard.edu/files/hiscox/files/consumerdemandfairlaborstandardseviden>  
 cecoffee.pdf (last visited Aug. 17, 2015).

<sup>38</sup> *Id.* at 4.

<sup>39</sup> *Id.* at 3, 23.

1           48. A survey by FishWise, a non-profit marine conservation organization,  
 2 further explains the depths of consumer concerns regarding human rights abuses in  
 3 supply chains. FishWise surveyed consumers, the seafood industry and non-  
 4 governmental organizations.<sup>40</sup> Eighty-eight percent of consumers stated that they  
 5 would stop buying a product if it was associated with human rights abuses.<sup>41</sup> The  
 6 survey further revealed that 70% percent of consumers would pay more for a product  
 7 certified to be free of human rights abuses.<sup>42</sup> FishWise noted that, “survey results  
 8 indicate that human rights are important to seafood consumers and many of them are  
 9 willing to avoid high risk products and pay more for those that are certified to be free  
 10 of abuses.”<sup>43</sup>

11           49. Defendants are well aware of this consumer sensitivity and mounted their  
 12 extensive public relations effort to position themselves as companies invested in  
 13 eradicating slavery from their supply chain. Their hollow statements mask a tragic  
 14 truth that keeps thousands of impoverished men and boys trapped on the open sea with  
 15 little or no hope of ever returning home. Had consumers known the truth, they would  
 16 not have purchased or paid as much for Meow Mix.

## 17           **V. CLASS ACTION ALLEGATIONS**

18           50. Under Rule 23 of the Federal Rules of Civil Procedure, Plaintiff seeks  
 19 certification of a Class defined as follows:

20           All consumers who purchased seafood based Meow Mix cat  
 21           food in California during the four years prior to the filing of  
 22           the complaint.

23           51. Excluded from the Class are Defendants; the officers, directors or  
 24 employees of Defendants; any entity in which Defendants has a controlling interest;

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25           <sup>40</sup> FishWise, *Trafficked II: An updated summary of human rights abuses in the*  
 26           *seafood industry* (2014), at p. 5, available at [http://www.fishwise.org/services/human-](http://www.fishwise.org/services/human-rights)  
 27           rights.

26           <sup>41</sup> *Id.* at 6.

27           <sup>42</sup> *Id.*

28           <sup>43</sup> *Id.* at 7.

1 and any affiliate, legal representative, heir or assign of Defendants. Also, excluded  
2 from the Class are any federal, state or local governmental entities, any judicial officer  
3 presiding over this action and the members of his/her immediate family and judicial  
4 staff, and any juror assigned to this action.

5 52. Plaintiff does not know the exact number of Class Members at the present  
6 time. However, due to the nature of the trade and commerce involved, there appear to  
7 be thousands of Class Members such that joinder of all Class members is  
8 impracticable.

9 53. The Class is ascertainable by objective criteria permitting self-  
10 identification in response to notice, and notice can be provided through techniques  
11 similar to those customarily used in other consumer fraud cases and complex class  
12 actions, and through Defendants' business records.

13 54. There are questions of law and fact common to the Class. Defendants'  
14 unlawful omissions similarly impact Class Members, all of who purchased one or  
15 more Meow Mix cat food products.

16 55. Plaintiff asserts claims that are typical of the Class. Plaintiff and all Class  
17 Members have been subjected to the same wrongful conduct because they all have  
18 purchased Meow Mix cat food that was not disclosed as likely sourced from suppliers  
19 using forced labor. As a result, and like other members of the Class, Plaintiff  
20 purchased and paid an amount for Meow Mix cat food products which she otherwise  
21 would not have paid.

22 56. Plaintiff will fairly and adequately represent and protect the interests of  
23 the Class. Plaintiff is represented by counsel competent and experienced in both  
24 consumer protection and class action litigation.

25 57. Class certification is appropriate because Defendants have acted on  
26 grounds that apply generally to the Class, so that final injunctive relief or  
27 corresponding declaratory relief is appropriate respecting the Class as a whole.

1           58. Class certification is also appropriate because common questions of law  
2 and fact substantially predominate over any questions that may affect only individual  
3 members of the Class, including, *inter alia*, the following:

- 4           a. Whether Defendants failed to disclose the likelihood  
5           that Sea Slaves were used in its Meow Mix supply  
6           chain;
- 7           b. Whether the likelihood that Sea Slaves were used in  
8           Defendants' Meow Mix supply chain would be  
9           material to a reasonable consumer;
- 10          c. Whether Defendants had a duty to disclose the  
11          likelihood that Sea Slaves were used in its Meow Mix  
12          supply chain;
- 13          d. Whether Defendants' nondisclosures were likely to  
14          deceive a reasonable consumer;
- 15          e. Whether Defendants' conduct violates the UCL, FAL  
16          and CLRA;
- 17          f. Whether the challenged practices harmed Plaintiff and  
18          members of the Class; and
- 19          g. Whether Plaintiff and members of the Class are  
20          entitled to restitutionary, injunctive, or other relief.

21           59. A class action is superior to other available methods for the fair and  
22 efficient adjudication of this controversy, since joinder of all the individual Class  
23 Members is impracticable. Furthermore, because the restitution and/or damages  
24 suffered, and continue to be suffered, by each individual Class Member may be  
25 relatively small, the expense and burden of individual litigation would make it very  
26 difficult or impossible for individual Class Members to redress the wrongs done to  
27 each of them individually and the burden imposed on the judicial system would be  
28 enormous.

29           60. The prosecution of separate actions by the individual Class Members  
30 would create a risk of inconsistent or varying adjudications, which would establish  
31 incompatible standards of conduct for Defendants. In contrast, the conduct of this  
32 action as a class action presents far fewer management difficulties, conserves judicial

1 resources and the parties' resources, and protects the rights of each Class Member.

2 **VI. CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
5 **(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

6 61. Plaintiff realleges and incorporates by reference all paragraphs alleged  
7 herein.

8 62. Cal. Bus. & Prof. Code § 17200 prohibits any "unlawful, unfair, or  
9 fraudulent business act or practice." Defendants have engaged in unlawful, and unfair,  
10 and fraudulent business acts and practices in violation of the UCL.

11 63. Defendants have violated the unlawful prong by virtue of its violations of  
12 the CLRA, as described below.

13 64. Defendants have violated the unfair prong of section 17200 because the  
14 acts and practices set forth in the Complaint offend established public policies against  
15 the use of slave labor and the sale of products tainted by the use of slave labor and  
16 supporting truth in advertising to consumers. Defendants' participation in a supply  
17 chain involving slave labor is immoral, unethical, oppressive, unscrupulous and  
18 injurious to consumers. The harm that these acts and practices cause greatly  
19 outweighs any benefits associated with them. Defendants' conduct also impairs  
20 competition within the market for pet food, and prevents Plaintiff and Class Members  
21 from making fully informed decisions about the kind of pet food to purchase or the  
22 price to pay for such products.

23 65. Defendants have violated the fraudulent prong of section 17200 because,  
24 as set forth above, its material omissions were likely to deceive a reasonable consumer  
25 and the true facts would be material to a reasonable consumer.

26 66. Defendants had a duty to disclose the likelihood of forced labor in their  
27 supply chain, arising from (1) their superior knowledge of Defendants' supply chain  
28 and the practices of its suppliers as compared to consumers, *e.g.* through Defendants'

1 years of experience marketing and distributing seafood-based pet food manufactured  
2 in Thailand; and (2) their partial representations and/or misrepresentations to the  
3 contrary, *e.g.*, numerous corporate statements intended to show that Defendants do not  
4 tolerate use of forced labor by its suppliers.

5 67. As alleged herein, Defendants failed to disclose the likelihood of slave  
6 labor in their supply chain for Meow Mix. Nor do Defendants disclose that despite  
7 their awareness of slave labor in the Meow Mix supply chain, they have not required  
8 their suppliers to remedy the ongoing human rights abuses.

9 68. These omissions would be material to a reasonable consumer.

10 69. Reasonable consumers are likely to be deceived by Defendants' material  
11 omissions.

12 70. Plaintiff has suffered injury in fact, including the loss of money, as a  
13 result of Defendants' unlawful, unfair, and/or deceptive practices. Plaintiff and  
14 members of the Class were directly and proximately injured by Defendants' conduct  
15 and lost money as a result of Defendants' material omissions, because they would not  
16 have purchased nor paid as much for Meow Mix had they known the truth.

17 71. All of the wrongful conduct alleged herein occurred, and continues to  
18 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part  
19 of a general practice that is still being perpetuated and repeated throughout the State of  
20 California.

21 72. Plaintiff requests that this Court enter such orders or judgments as may be  
22 necessary to enjoin Defendants from continuing its unfair and deceptive business  
23 practices, to restore to Plaintiff and members of the Class any money that Defendants  
24 acquired by unfair competition, and to provide such other relief as set forth below.

25 73. Plaintiff is entitled to an award of reasonable attorneys' fees under  
26 California Code of Civil Procedure Section 1021.5 for the benefit conferred upon the  
27 general public of the State of California by any injunctive or other relief entered  
28



1 herein.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**  
4 **(CAL. CIV. CODE § 1750, *ET SEQ.*)**

5 74. Plaintiff realleges and incorporates by reference all paragraphs alleged  
6 herein.

7 75. Defendants are “persons” under Cal. Civ. Code § 1761(c).

8 76. Plaintiff and Class members are “consumers,” as defined by Cal. Civ.  
9 Code § 1761(d), who purchased Defendants’ Meow Mix.

10 77. Cal. Civ. Code § 1770(a)(2) prohibits “[m]isrepresenting the source,  
11 sponsorship, approval, or certification of goods or services.”

12 78. Cal. Civ. Code § 1770(a)(5) prohibits “[r]epresenting that goods or  
13 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or  
14 quantities which they do not have....”

15 79. Cal. Civ. Code § 1770(a)(7) prohibits “[r]epresenting that goods or  
16 services are of a particular standard, quality, or grade, or that goods are of a particular  
17 style or model, if they are of another.”

18 80. Defendants violated these provisions of the CLRA by misrepresenting the  
19 source, characteristics, and standard of Meow Mix cat food in omitting disclosure of  
20 material aspects thereof.

21 81. As alleged herein, Defendants failed to disclose the likelihood of slave  
22 labor in their supply chain for Meow Mix. Nor do Defendants disclose that despite  
23 their awareness of slave labor in the Meow Mix supply chain, they have not required  
24 their suppliers to remedy the ongoing human rights abuses.

25 82. These omissions would be material to a reasonable consumer.

26 83. Reasonable consumers are likely to be deceived by Defendants’ material  
27 omissions.

28 84. Plaintiff and members of the Class were directly and proximately injured

1 by Defendants' conduct and lost money as a result of Defendants' material omissions,  
2 because they would not have purchased nor paid as much for Meow Mix had they  
3 known the truth.

4 85. In accordance with Civil Code § 1780 (a), Plaintiff and Class Members  
5 seek restitutionary, injunctive and equitable relief for Defendants' violations of the  
6 CLRA. Plaintiff requests that this Court enter such orders or judgments as may be  
7 necessary to restore to any person in interest any money which may have been  
8 acquired by means of such unfair business practices, and for such other relief,  
9 including attorneys' fees and costs, as provided in Civil Code § 1780 and the Prayer  
10 for Relief. In addition, after mailing appropriate notice and demand in accordance  
11 with Civil Code § 1782(a) & (d), Plaintiff will amend this Class Action Complaint to  
12 include a request for damages.

13 86. Plaintiff includes an affidavit with this Complaint reflecting that venue in  
14 this District is proper, to the extent such an affidavit is required by Cal. Civ. Code  
15 § 1780(d) in federal court.

16 **THIRD CAUSE OF ACTION**

17 **VIOLATIONS OF THE FALSE ADVERTISING LAW**  
18 **(CAL. BUS. & PROF CODE §§ 17500, *ET SEQ.*)**

19 87. Plaintiff realleges and incorporates by reference all paragraphs alleged  
20 herein.

21 88. California Business & Professions Code §§ 17500, *et seq.* (the "FAL")  
22 broadly proscribes deceptive advertising in this State. Section 17500 makes it  
23 unlawful for any corporation intending to sell products or perform services to make  
24 any statement in advertising those products or services concerning any circumstance  
25 or matter of fact connected with the proposed performance or disposition thereof,  
26 which is untrue or misleading, and which is known, or which by the exercise of  
27 reasonable care should be known, to be untrue or misleading, or not to sell those  
28 products or services as advertised at the price stated therein, or as so advertised.

1           89. When the seller has a duty to disclose material facts about a product, the  
2 sale of the product to consumers without disclosure of such material facts runs afoul of  
3 the FAL.

4           90. As alleged herein, Defendants failed to disclose the likelihood of slave  
5 labor in their supply chain for Meow Mix. Nor do Defendants disclose that despite  
6 their awareness of slave labor in the Meow Mix supply chain, they have not required  
7 their suppliers to remedy the ongoing human rights abuses.

8           91. Defendants had a duty to disclose the likelihood of forced labor in their  
9 supply chain, arising from (1) their superior knowledge of Defendants' supply chain  
10 and the practices of their suppliers as compared to consumers, *e.g.* through  
11 Defendants' years of experience marketing and distributing seafood-based pet food  
12 manufactured in Thailand; and (2) their partial representations and/or  
13 misrepresentations to the contrary, *e.g.*, numerous corporate statements intended to  
14 show that Defendants do not tolerate use of forced labor by its suppliers.

15           92. These omissions would be material to a reasonable consumer.

16           93. Reasonable consumers are likely to be deceived by Defendants' material  
17 omissions.

18           94. Defendants know or reasonably should know that the marketing and sale  
19 of its Meow Mix was and is deceptive.

20           95. Plaintiff has suffered injury in fact, including the loss of money, as a  
21 result of Defendants' unlawful, unfair, and/or deceptive practices. Plaintiff and  
22 members of the Class were directly and proximately injured by Defendants' conduct  
23 and lost money as a result of Defendants' material omissions, because they would not  
24 have purchased nor paid as much for Meow Mix had they known the truth.

25           96. All of the wrongful conduct alleged herein occurred, and continues to  
26 occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part  
27 of a general practice that is still being perpetuated and repeated throughout the State of  
28

1 California.

2 97. Plaintiff requests that this Court enter such orders or judgments as may be  
3 necessary to enjoin Defendants from continuing its deceptive advertising, to restore to  
4 Plaintiff and members of the Class any money that Defendant unlawfully acquired,  
5 and to provide such other relief as set forth below.

6 98. Plaintiff is entitled to an award of reasonable attorneys' fees under  
7 California Code of Civil Procedure Section 1021.5 for the benefit conferred upon the  
8 general public of the State of California by any injunctive or other relief entered  
9 herein.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all others similarly  
12 situated, respectfully requests that this Court enter a judgment against Defendants and  
13 in favor of Plaintiff, and grant the following relief:

14 A. Determine that this action may be maintained as a class action with  
15 respect to the Class identified herein and certify it as such under Rules 23(b)(2) and/or  
16 23(b)(3), or alternatively certify all issues and claims that are appropriately certified,  
17 and designate and appoint Plaintiff as Class Representative and their counsel as Class  
18 Counsel;

19 B. Declare, adjudge and decree the conduct of Defendants as alleged herein  
20 to be unlawful, unfair and/or deceptive;

21 C. Enjoin Defendants from continuing the unfair and deceptive marketing  
22 and sale of its Meow Mix;

23 D. Award Plaintiff and the Class restitution of all monies paid to Defendants  
24 as a result of its unfair and deceptive business practices;

25 E. Award Plaintiff and the Class reasonable attorneys' fees, costs, and pre-  
26 and post-judgment interest; and

27 F. Award Plaintiff and the Class such other further and different relief as the  
28

1 nature of the case may require or as may be determined to be just, equitable, and  
2 proper by this Court.

3 **JURY TRIAL DEMAND**

4 Plaintiffs, by counsel, request a trial by jury for all claims so triable.

5 DATED: October 12, 2015

HAGENS BERMAN SOBOL SHAPIRO LLP

6 By: /s/ Elaine T. Byszewski

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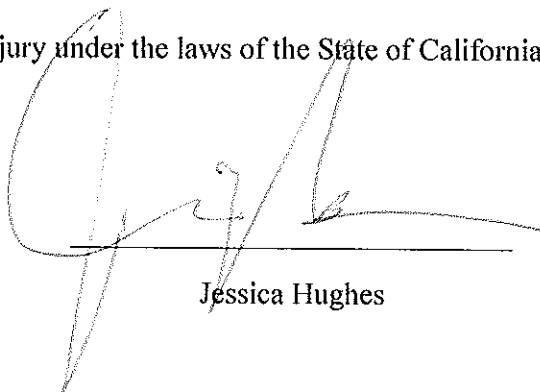
**DECLARATION RE CLRA VENUE**

I, Jessica Hughes, do hereby declare and state as follows:

1. I am a party plaintiff in the above captioned action. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a). I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because Big Heart Pet Brands does business throughout the State of California.

This declaration is signed under penalty of perjury under the laws of the State of California this 7 day of October 2015.



Jessica Hughes