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11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 ANDRES OROZCO, individually,  
14 and on behalf of all others similarly  
15 situated,

16 Plaintiff,

17 v.

18 TARGET CORPORATION,  
19

20 Defendant.  
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Case No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

1. Plaintiff Andres Orozco (“Plaintiff”) on behalf of himself, all others similarly situated, and the general public, by and through his undersigned counsel, hereby brings this action against Target Corporation (“Defendant”), and upon information and belief and investigation of counsel, alleges as follows:

2. This is a California consumer class action for violations of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”), Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”), and for breach of express warranty.

3. Defendant manufactures, distributes, advertises, markets, and sells Kindfull brand dog food products. The packaging prominently displays on the front of the label the claim that these Products<sup>1</sup> contain “**No Artificial Colors, Flavors, or Preservatives.**” (the “No Artificial...Preservatives” claim).

4. This statement is false. Each of the Products are made with manufactured citric acid— an artificial preservative ingredient used in food and beverage products.

5. Defendant’s packaging, labeling, and advertising scheme is intended to give consumers the impression that they are buying a premium product that contains “No Artificial...Preservatives.”

6. Plaintiff, who purchased the Products in California, was deceived by Defendant’s unlawful conduct and brings this action on his own behalf and on behalf of California consumers to remedy Defendant’s unlawful acts.

## JURISDICTION AND VENUE

7. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because this is a class action in which: (1) there are over 100

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<sup>1</sup> “Products” means all Kindfull brand dog food products labeled as containing “No Artificial...Preservatives.” that include citric acid as an ingredient.

1 members in the proposed class; (2) members of the proposed class have a different  
2 citizenship from Defendant; and (3) the claims of the proposed class members  
3 exceed \$5,000,000 in the aggregate, exclusive of interest and costs.

4 8. This Court has personal jurisdiction over Defendant because  
5 Defendant conducts and transacts business in the State of California, contracts to  
6 supply goods within the State of California, and supplies goods within the State of  
7 California. Defendant, on its own and through its agents, is responsible for the  
8 distribution, marketing, labeling, and sale of the Products in California,  
9 specifically in this judicial district. The marketing of the Products, including the  
10 decision of what to include and not include on the labels, emanates from  
11 Defendant. Thus, Defendant has intentionally availed itself of the markets within  
12 California through its advertising, marketing, and sale of the Products to  
13 consumers in California, including Plaintiff. The Court also has specific  
14 jurisdiction over Defendant as it has purposefully directed activities towards the  
15 forum state, Plaintiff's claims arise out of those activities, and it is reasonable for  
16 Defendant to defend this lawsuit because it has sold deceptively advertised  
17 Products to Plaintiff and members of the Class in California. By distributing and  
18 selling the Products in California, Defendant has intentionally and expressly aimed  
19 conduct at California which caused harm to Plaintiff and the Class that Defendant  
20 knows is likely to be suffered by Californians.

21 9. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial  
22 part of the events or omissions giving rise to the claim occurred in this District.  
23 Plaintiff purchased the Products within this District.

#### 24 **PARTIES**

25 10. Defendant Target Corporation is a Minnesota corporation that  
26 maintains its principal place of business at 1000 Nicollet Mall, Minneapolis,  
27 Minnesota 55403. At all times during the class period, Defendant was the  
28 manufacturer, distributor, marketer, and seller of the Products.

11. Plaintiff Andres Orozco is a resident of California. Plaintiff purchased the Products during the class period in California. Plaintiff relied on Defendant's deceptive advertising and labeling claims as set forth below.

### FACTUAL ALLEGATIONS

#### **"NO ARTIFICIAL... PRESERVATIVES" IS PROMINENTLY DISPLAYED ON THE FRONT LABELS OF THE PRODUCTS**

12. The front labels for each of the Products prominently state that the Products contain "No Artificial...Preservatives," thereby misleading reasonable consumers into believing that the Products are free from artificial preservative ingredients. However, each of the Products contain an artificial preservative called manufactured citric acid. Below is an example of a label for one of the Products:





No artificial  
colors, flavors or  
preservatives

**Ingredients:**

Chicken, Chicken Meal (Source Of Glucosamine And Chondroitin Sulfate), Brown Rice, Barley, Dried Peas, Dried Chickpeas, Chicken Fat (Preserved With Mixed Tocopherols), Flaxseeds, Salmon, Natural Flavor, Suncured Alfalfa Meal, Dried Tomato Pomace, Fish Oil, Dicalcium Phosphate, Salt, Potassium Chloride, L-Threonine, Monosodium Phosphate, Choline Chloride, Taurine, DL-Methionine, Citric Acid (Preservative), Mixed Tocopherols (Preservative), Iron Amino Acid Complex, Zinc Amino Acid Complex, Vitamin E Supplement, Ferrous Sulfate, Zinc Oxide, Copper Amino Acid Complex, Copper Sulfate, Sodium Selenite, Manganese Amino Acid Complex, Vitamin A Supplement, Niacin Supplement, D-Calcium Pantothenate, Riboflavin Supplement, Manganous Oxide, Thiamine Mononitrate, Vitamin D3 Supplement, Vitamin B12 Supplement, Pyridoxine Hydrochloride, Biotin, Calcium Iodate, Folic Acid, Rosemary Extract.

1           **THE MANUFACTURED CITRIC ACID IN THE PRODUCTS IS ARTIFICIAL**

2           13. Defendant uses artificial manufactured citric acid in the Products.<sup>2</sup>  
 3 Commercial food manufactures, including Defendant, use a synthetic form of  
 4 citric acid that is derived from heavy chemical processing.<sup>3</sup> Commercially  
 5 produced citric acid is manufactured using a type of black mold called *Aspergillus*  
 6 *niger* which is modified to increase citric acid production.<sup>4</sup> Consumption of  
 7 manufactured citric acid has been associated with adverse health events like joint  
 8 pain with swelling and stiffness, muscular and stomach pain, as well as shortness  
 9 of breath.<sup>5</sup> Defendant does not use natural citric acid extracted from fruit in the  
 10 Products. This is because “[a]proximately 99% of the world’s production of [citric  
 11 acid] is carried out using the fungus *Aspergillus niger* since 1919.”<sup>6</sup> As explained  
 12 by a study published in the *Toxicology Reports Journal*:

13           Citric acid naturally exists in fruits and vegetables. However, it  
 14 is **not** the naturally occurring citric acid, but the  
 15 **manufactured citric acid (MCA)** that is used extensively as a  
 16 **food and beverage additive**. Approximately 99% of the world’s  
 17 production of MCA is carried out using the fungus *Aspergillus*  
 18 *niger* since 1919. *Aspergillus niger* is a known allergen.<sup>7</sup>

19 <sup>2</sup> Iliana E. Sweis, et al., *Potential role of the common food additive manufactured*  
 20 *citric acid in eliciting significant inflammatory reactions contributing to serious*  
 21 *disease states: A series of four case reports*, TOXICOL REP. 5:808-812 (2018),  
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/> and  
 attached as **Exhibit A**.

22 <sup>3</sup> A. Hesham, Y. Mostafa & L. Al-Sharqi, *Optimization of Citric Acid Production*  
 23 *by Immobilized Cells of Novel Yeast Isolates*, 48 MYCOBIOLOGY 122, 123 (2020),  
 available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/>

24 <sup>4</sup> *Id*; Pau Loke Show, et al., *Overview of citric acid production from Aspergillus*  
 25 *niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at  
<https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

26 <sup>5</sup> Sweis, et al., **Exhibit A**.

27 <sup>6</sup> *Id*.

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

14. A technical evaluation report for citric acid, compiled by the United States Department of Agriculture Marketing Services (“USDA AMS”) further explains that it is not commercially feasible to use natural citric acid extracted from fruits:

“Traditionally by extraction from citrus juice, [is] no longer commercially available. It is now extracted by fermentation of a carbohydrate substance (often molasses) by citric acid bacteria, *Aspergillus niger* (a mold) or *Candida guilliermondii* (a yeast). Citric acid is recovered from the fermentation broth by a lime and sulfuric acid process in which the citric acid is first precipitated as a calcium salt and then reacidulated with sulfuric acid.”<sup>8</sup>

15. As one of the USDA AMS reviewers commented:

“[Citric acid] is a natural[ly] occurring substance that commercially goes through numerous chemical processes to get to [its] final usable form. This processing would suggest that it be *classified as synthetic*.”<sup>9</sup>

16. When asked “Is this substance Natural or Synthetic?” USDA AMS reviewers state: “synthetic.”<sup>10</sup>

17. Manufactured citric acid contains residues of synthetic chemicals. The *Toxicology Reports Journal* article explains that “the potential presence of impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant difference that may trigger deleterious effects when ingested.”<sup>11</sup> The article further explains:

Given the thermotolerance of *A. niger*, there is great potential that byproducts of *A. niger* remain in the final [manufactured citric acid] product. Furthermore, given the pro-inflammatory nature of *A. niger*

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<sup>8</sup> Exhibit B at page 6.

<sup>9</sup> Exhibit B at page 5 (emphasis added)

<sup>10</sup> Exhibit B at pages 4-5.

<sup>11</sup> Sweis, *et al.*, Exhibit A.



1 even when heat-killed, repetitive ingestion of [manufactured citric acid]  
 2 may trigger sensitivity or allergic reactions in susceptible individuals.  
 3 Over the last two decades, there has been a significant rise in the  
 4 incidence of food allergies.<sup>12</sup>

5 18. The Food and Drug Administration (“FDA”) explains that the  
 6 “Solvent extraction process for citric acid” is accomplished via “recovery of citric  
 7 acid from conventional *Aspergillus niger* fermentation liquor may be safely used  
 8 to produce food-grade citric acid in accordance with the following conditions: (a)  
 9 The solvent used in the process consists of a mixture of n- octyl alcohol meeting  
 10 the requirements of § 172.864 of this chapter, ***synthetic*** isoparaffinic petroleum  
 11 hydrocarbons meeting the requirements of § 172.882 of this chapter, and  
 12 tridodecyl amine. 12 C.F.R. § 173.280 (emphasis added). Chemical solvents such  
 13 as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to  
 14 extract the citric acid that Defendant uses in the Products from *aspergillus niger*  
 15 fermentation liquor. See 21 C.F.R § 173.280. The citric acid that Defendant uses  
 16 in the Products is produced through chemical solvent extraction and contains  
 17 residues of those chemical solvents.

18 19. The FDA has determined that manufactured citric acid is not natural;  
 19 it is artificial. The FDA has sent warning letters to companies stating that certain  
 20 products labeled as “natural” are misbranded because they contain citric acid as an  
 21 ingredient. For example, on August 29, 2001, the FDA sent Hirzel Canning  
 22 Company (“Hirzel”) a warning letter regarding its canned tomato products.<sup>13</sup> With  
 23 respect to Hirzel’s Chopped Tomatoes Onions & Garlic and Chopped Mexican  
 24 Tomatoes & Jalapenos, the FDA stated that these products could not bear the “All  
 25

26  
 27 <sup>12</sup> *Id.*

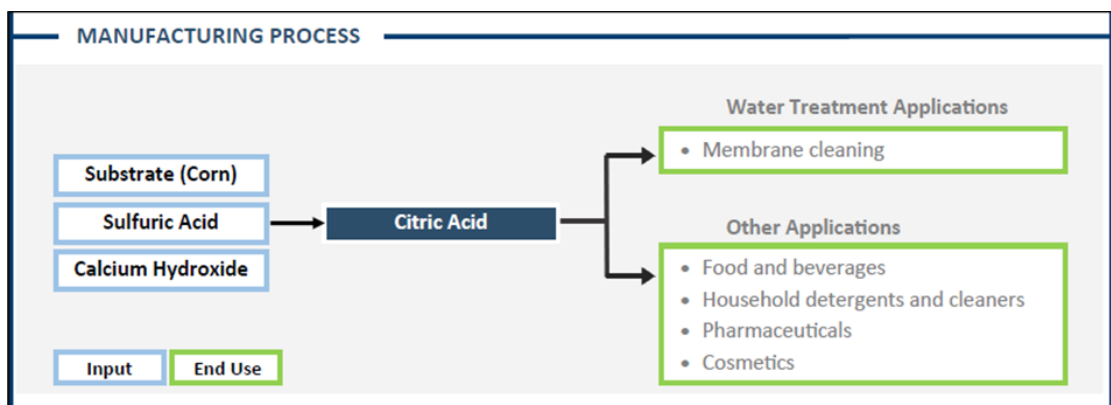
28 <sup>13</sup> See **Exhibit C** attached hereto.



1 Natural” claim on the label because the products contained a synthetic ingredient,  
2 citric acid.<sup>14</sup>

3 20. Similarly, on August 16, 2001, the FDA sent Oak Tree Dairy Farm,  
4 Inc. (“Oak Tree”) a warning letter regarding its “Oaktree Real Brewed Iced Tea,”  
5 “Oaktree Fruit Punch,” and “Oaktree All Natural Lemonade” products.<sup>15</sup> With  
6 respect to Oak Tree’s “Oaktree Real Brewed Iced Tea,” the FDA stated that this  
7 product could not bear the “100% Natural” and “All Natural” claims on the label  
8 because the product contained a synthetic ingredient, citric acid.<sup>16</sup>

9 21. The Environmental Protection Agency (“EPA”) provides the  
10 following simple schematic of the manufacturing process for citric acid which  
11 includes the use of synthetic solvents like sulfuric acid:<sup>17</sup>



19 22. Dr. Ryan Monahan, a prominent functional medicine practitioner,  
20 notes that the “[p]resent day process of creating manufactured citric acid involves  
21 feeding sugars derived from GMO corn to black mold, which then ferments to  
22

23  
24 <sup>14</sup> *Id.*

25 <sup>15</sup> See **Exhibit D** attached hereto.

26  
27 <sup>16</sup> *Id.*

28 <sup>17</sup> See **Exhibit E** attached hereto.

1 form manufactured citric acid.”<sup>18</sup> Dr. Monahan also notes that “*Aspergillus niger*  
 2 is associated with systemic inflammatory issues, including respiratory,  
 3 gastrointestinal, neurological and musculoskeletal. Due to the potential for  
 4 fragments of *Aspergillus niger* to make their way into the finished product of  
 5 manufactured citric acid, this toxic inflammatory substance is likely being ingested  
 6 by consumers of products containing citric acid. Even with high-heat processing  
 7 to kill it, research has shown *Aspergillus niger* can still elicit an inflammatory  
 8 response.”<sup>19</sup>

9 23. Clinical Nutritionist Serge Gregoire, notes that [f]ood manufacturers  
 10 leave out that citric acid is derived from genetically modified black mold grown  
 11 on GMO corn syrup” and that “[c]ompanies continuously capitalize on an  
 12 ignorance-based market.”<sup>20</sup> Gregoire states, “Citric acid production has become a  
 13 refined and highly prized industrial process.” Gregoire note that the *Aspergillus*  
 14 *niger* used to produce citric acid is engineered to increase production of citric acid  
 15 which has “resulted in countless generations of genetically modified mutant  
 16 variants, now specialized for industrial-scale economics.”<sup>21</sup>

17 24. Below is a schematic representation of the metabolic reactions  
 18 involved in citric acid production, the enzymes (*italics*), the known feedback loops  
 19  
 20  
 21

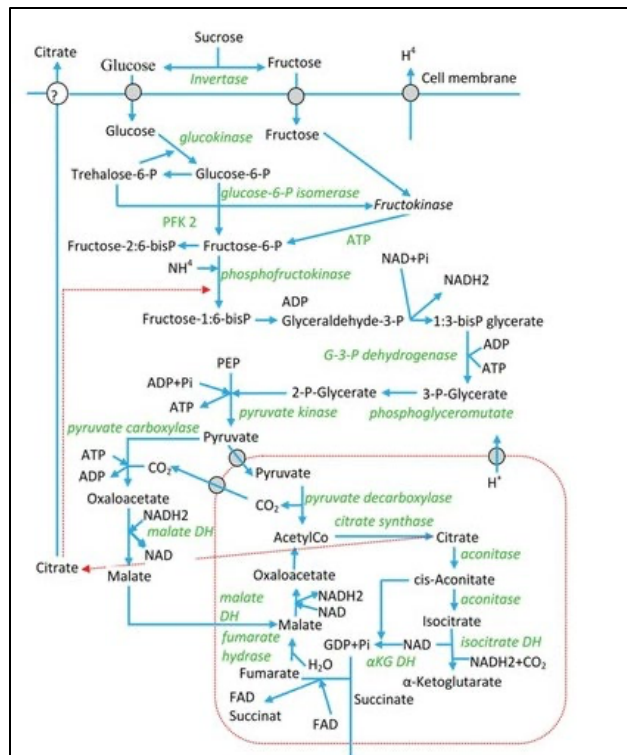
22 <sup>18</sup> Dr. Ryan Monahan, *Citric Acid: A Common Food Additive With An*  
 23 *Uncommon Source* (2024) available at  
 24 [https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)  
[additive-with-an-uncommon-source](https://www.peacefulmountainmedicine.com/post/citric-acid-a-common-food-additive-with-an-uncommon-source)

25 <sup>19</sup> *Id.*

26 <sup>20</sup> Serge Gregoire, Avoid citric acid: a mold byproduct! (July 13, 2021) available  
 27 at [https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-](https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/)  
[gregoire/](https://www.linkedin.com/pulse/avoid-citric-acid-mold-byproduct-serge-gregoire/)

28 <sup>21</sup> *Id.*

(dashed lines) and their locations within the cellular structure of *Aspergillus niger*:<sup>22</sup>



25. Dictionary definitions define “artificial” as something made by man. For example, “artificial” is defined as “made by human skill; produced by humans ...”<sup>23</sup> Merriam-Webster’s online dictionary states that “artificial” means “humanly contrived ...”<sup>24</sup> Cambridge Dictionary states that “artificial” means “made by people, often as a copy of something natural.”<sup>25</sup>

<sup>22</sup> Show, P. L., Oladele, K. O., Siew, Q. Y., Aziz Zakry, F. A., Lan, J. C. W., & Ling, T. C. (2015). Overview of citric acid production from *Aspergillus niger*. FRONTIERS IN LIFE SCIENCE, 8(3), 271–283, available at <https://doi.org/10.1080/21553769.2015.1033653>

<sup>23</sup> Artificial, DICTIONARY.COM, available at <https://www.dictionary.com/browse/artificial>

<sup>24</sup> Artificial, MERRIAM-WEBSTER’S DICTIONARY, available at <https://www.merriam-webster.com/dictionary/artificial>

<sup>25</sup> Artificial, CAMBRIDGE DICTIONARY, available at <https://dictionary.cambridge.org/us/dictionary/english/artificial>

26. Below are images of the chemical process used to create manufactured citric acid for use in food and beverage products – a process that is visibly artificial:



#### THE CITRIC ACID IN THE PRODUCTS FUNCTIONS AS A PRESERVATIVE

27. The ingredient panel for the Products notes that citric acid in the Products functions as a preservative by stating: “Citric Acid (preservative).” The FDA defines a preservative as “any chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or herbicidal properties.” 21 C.F.R. §101.22(a)(5). The FDA has listed citric acid as

a preservative in its “Overview of Food Ingredients, Additives and Colors” as shown below:<sup>26</sup>

Types of Ingredients	What They Do	Examples of Uses	Names Found on Product Labels
Preservatives	Prevent food spoilage from bacteria, molds, fungi, or yeast (antimicrobials); slow or prevent changes in color, flavor, or texture and delay rancidity (antioxidants); maintain freshness	Fruit sauces and jellies, beverages, baked goods, cured meats, oils and margarines, cereals, dressings, snack foods, fruits and vegetables	Ascorbic acid, citric acid, sodium benzoate, calcium propionate, sodium erythorbate, sodium nitrite, calcium sorbate, potassium sorbate, BHA, BHT, EDTA, tocopherols (Vitamin E)

28. The Encyclopedia Britannica also classifies citric acid as a preservative because it has antioxidant properties, as shown below:<sup>27</sup>

## Preservatives

Food preservatives are classified into two main groups: antioxidants and antimicrobials. Antioxidants are compounds that delay or prevent the deterioration of foods by oxidative mechanisms. Antimicrobial agents inhibit the growth of spoilage and pathogenic microorganisms in food.

Food preservatives	
chemical agent	mechanism of action
Antioxidants	
ascorbic acid	oxygen scavenger
butylated hydroxyanisole (BHA)	free radical scavenger
butylated hydroxytoluene (BHT)	free radical scavenger
citric acid	enzyme inhibitor/metal chelator
sulfites	enzyme inhibitor/oxygen scavenger
tertiary butylhydroquinone (TBHQ)	free radical scavenger
tocopherols	free radical scavenger

<sup>26</sup> *Overview of Food Ingredients, Additives & Colors*, FOOD AND DRUG ADMINISTRATION, available at <https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

<sup>27</sup> *Preservatives*, BRITANICA, available at <https://www.britannica.com/topic/food-additive/Preservatives#ref502211>



29. The Agricultural Marketing Service of the United States Department of Agriculture (“USDA”) has also recognized the use of citric acid as a preservative stating that “Citric acid has a wide variety of uses, some of which can provide preservative functions, primarily though lowering the pH of the food.”<sup>28</sup>

30. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval” states that “[s]ome common chemical preservatives include BHA, BHT, calcium propionate, citric acid, natamycin and sodium propionate.”<sup>29</sup>

31. Several academic journals also note the use of citric acid as a preservative.<sup>30</sup> Indeed, “Citric acid acts as a preservative in many processed foods, keeping them fresh. It does this by slowing or helping prevent the formation of bacteria, mold, yeast, and fungus.”<sup>31</sup> “Today, citric acid is one of the most common and widely-used preservatives in the world[.]”<sup>32</sup>

<sup>28</sup> *Citric Acid and Salts*, UNITED STATES DEPARTMENT OF AGRICULTURE, available at <https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%20015.pdf>.

<sup>29</sup> FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE, available at [https://www.fsis.usda.gov/sites/default/files/media\\_file/documents/FSIS-GD-2023-0001.pdf](https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf)

<sup>30</sup> K. Kirimura, et al., *Citric Acid*, COMPREHENSIVE BIOTECHNOLOGY (SECOND EDITION) (2011), available at <https://www.sciencedirect.com/science/article/abs/pii/B9780080885049001690?via%3Dihub>; K.M.S. Islam, *Use of citric acid in broiler diets*, WORLD’S POULTRY SCIENCE JOURNAL VOL. 68, ISSUE 1 (Feb. 21, 2012), available at <https://www.cambridge.org/core/journals/world-s-poultry-science-journal/article/abs/use-of-citric-acid-in-broiler-diets/DA15C2CIF90667525BF2414DF3BFF646> (“Citric Acid (CA) is a weak organic acid which is a natural preservative and can add an acidic or sour taste to foods and soft drinks.”).

<sup>31</sup> *What is citric acid, and what is it used for?*, MEDICAL NEWS TODAY (July 23, 2021), available at <https://www.medicalnewstoday.com/articles/citric-acid>

<sup>32</sup> *Citric Acid: One of the Most Important Preservatives in The World*, FBC INDUSTRIES, INC. (Feb. 5, 2019), available at <https://fbcindustries.com/citric-acid-one-of-the-most-important-preservatives-in-the-world/>

32. Citric acid functions as a preservative in the Products regardless of whether Defendant intended to use citric acid as a preservative. Citric acid functions as a preservative even if it is also added to the Products for some other use. *See* 21 C.F.R. §101.22(a)(5) (defining preservatives as “any chemical that, when added to food, *tends to prevent or retard deterioration*”) (emphasis added); *see also* Merriam-Webster’s Dictionary (defining “preservative” as “something that preserves or *has the power of preserving.*”) (emphasis added).<sup>33</sup>

**REASONABLE CONSUMERS ARE DECEIVED BY DEFENDANT’S FALSE LABELING STATEMENT AND SUFFERED ECONOMIC INJURY**

33. Consumers, like Plaintiff, relied on Defendant’s “No Artificial... Preservatives” labeling statement when purchasing food for their dogs. The “No Artificial... Preservatives” statement on the labels of the Products is material to reasonable consumers. “[F]oods bearing ‘free-from’ claims are increasingly relevant to Americans, as they perceive the products as closely tied to health ... 84 percent of American consumers buy free-from foods because they are seeking out more natural or less processed foods. In fact, 43 percent of consumers agree that free-from foods are healthier than foods without a free-from claim, while another three in five believe the fewer ingredients a product has, the healthier it is (59 percent). Among the top claims free-from consumers deem most important are trans-fat-free (78 percent) and preservative-free (71 percent).”<sup>34</sup> The same holds true for pet food products. A survey conducted by Mintel “reported roughly 46% of new pet food products launched in 2023 are touting ‘no

<sup>33</sup> *Preservative*, MERRIAM-WEBSTER’S DICTIONARY, available at [https://www.merriam-webster.com/dictionary/preservative?utm\\_campaign=sd&utm\\_medium=serp&utm\\_source=jsonld](https://www.merriam-webster.com/dictionary/preservative?utm_campaign=sd&utm_medium=serp&utm_source=jsonld)

<sup>34</sup> 84% of Americans buy “free-from” foods because they believe them to be more natural or less processed, Mintel (Sept. 3, 2015), available at <https://www.mintel.com/press-centre/84-of-americans-buy-free-from-foods-because-they-believe-them-to-be-more-natural-or-less-processed/>



additives/preservatives.”<sup>35</sup> Moreover, “45% of pet owners said they prefer buying pet food that is free from artificial ingredients, their logic being that these products are healthier for their pets compared to those containing artificial ingredients.”<sup>36</sup>

34. Plaintiff and the putative class members suffered economic injury as a result of Defendant’s actions. Plaintiff and putative class members spent money that, absent Defendant’s actions, they would not have spent. Plaintiff and putative class members are entitled to damages and restitution for the purchase price of the Products that were falsely labeled and advertised. Consumers, including Plaintiff, would not have purchased Defendant’s Products, or would have paid less for the Products, if they had known the Products actually contain an artificial preservative ingredient.

#### PLAINTIFF’S PURCHASE OF THE PRODUCTS

35. Plaintiff Andres Orozco purchased Defendant’s Kindfull Chicken and Salmon Recipe from a retail store located in or around Commerce, California during the class period. Plaintiff’s last purchase was in approximately the spring of 2024. Plaintiff saw and relied on the “No Artificial... Preservatives” claim on the labels of the Product. Plaintiff would not have purchased the Product, or would have paid less for the Product, had he known that the product actually contains an artificial preservative ingredient. As a result, Plaintiff suffered injury in fact when he spent money to purchase the Product he would not have purchased, or would have paid less for, absent Defendant’s misconduct. Plaintiff desires to purchase the Product again if the labels of the products were accurate and if the products actually contained “No Artificial... Preservatives.” However, as a result of

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<sup>35</sup> *Consumers show steadfast preference for all-natural pet food*, PET FOOD PROCESSING, available at <https://www.petfoodprocessing.net/articles/17347-consumers-show-steadfast-preference-for-all-natural-pet-food#:~:text=Mintel%20reported%20roughly%2046%25%20of,claims%20at%2021%25%20of%20products>.

<sup>36</sup> *Id.*

1 Defendant's ongoing misrepresentations, Plaintiff is unable to rely on the  
2 Products' advertising and labeling when deciding in the future whether to purchase  
3 the Products.

4 **NO ADEQUATE REMEDY AT LAW**

5 36. Plaintiff and members of the class are entitled to equitable relief as  
6 no adequate remedy at law exists. The statutes of limitations for the causes of  
7 action pled herein vary. Class members who purchased the Products more than  
8 three years prior to the filing of the complaint will be barred from recovery if  
9 equitable relief were not permitted under the UCL.

10 37. The scope of actionable misconduct under the unfair prong of the  
11 UCL is broader than the other causes of action asserted herein. It includes  
12 Defendant's overall unfair marketing scheme to promote and brand the Products,  
13 across a multitude of media platforms, including the product labels, packaging,  
14 and online advertisements, over a long period of time, in order to gain an unfair  
15 advantage over competitor products. Plaintiff and class members may also be  
16 entitled to restitution under the UCL, while not entitled to damages under other  
17 causes of action asserted herein (e.g., the CLRA is limited to certain types of  
18 plaintiffs (an individual who seeks or acquires, by purchase or lease, any goods or  
19 services for personal, family, or household purposes) and other statutorily  
20 enumerated conduct).

21 38. A primary litigation objective in this litigation is to obtain injunctive  
22 relief. Injunctive relief is appropriate on behalf of Plaintiff and members of the  
23 class because Defendant continues to misrepresent the Products as containing "No  
24 Artificial... Preservatives" when the Products actually contain an artificial  
25 preservative ingredient. Injunctive relief is necessary to prevent Defendant from  
26 continuing to engage in the unfair, fraudulent, and/or unlawful conduct described  
27 herein and to prevent future harm—none of which can be achieved through  
28 available legal remedies (such as monetary damages to compensate past harm).

1 Injunctive relief, in the form of affirmative disclosures or halting the sale of  
2 unlawful sold products is necessary to dispel the public misperception about the  
3 Products that has resulted from years of Defendant's unfair, fraudulent, and  
4 unlawful marketing efforts. Such disclosures would include, but are not limited to,  
5 publicly disseminated statements stating that the Products actually contain an  
6 artificial preservative ingredient. An injunction requiring affirmative disclosures  
7 to dispel the public's misperception, and prevent the ongoing deception and repeat  
8 purchases, is also not available through a legal remedy (such as monetary  
9 damages). In addition, Plaintiff is currently unable to accurately quantify the  
10 damages caused by Defendant's future harm, because discovery and Plaintiff's  
11 investigation has not yet completed, rendering injunctive relief necessary. Further,  
12 because a public injunction is available under the UCL, and damages will not  
13 adequately benefit the general public in a manner equivalent to an injunction.

14 39. It is premature to determine whether an adequate remedy at law  
15 exists. This is an initial pleading and discovery has not yet commenced and/or is  
16 at its initial stages. No class has been certified yet. No expert discovery has  
17 commenced and/or completed. The completion of fact/non-expert and expert  
18 discovery, as well as the certification of this case as a class action, are necessary  
19 to finalize and determine the adequacy and availability of all remedies, including  
20 legal and equitable, for Plaintiff's individual claims and any certified class or  
21 subclass. Plaintiff therefore reserves her right to amend this complaint and/or  
22 assert additional facts that demonstrate this Court's jurisdiction to order equitable  
23 remedies where no adequate legal remedies are available for either Plaintiff and/or  
24 any certified class or subclass. Such proof, to the extent necessary, will be  
25 presented prior to the trial of any equitable claims for relief and/or the entry of an  
26 order granting equitable relief.

**CLASS ACTION ALLEGATIONS**

40. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) on behalf of the following Class:

All persons who purchased the Products for personal use in California within the applicable statute of limitations until the date class notice is disseminated.

41. Excluded from the class are: (i) Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial officers and their immediate family members and associated court staff assigned to the case; (iv) individuals who received a full refund of the Products from Defendant.

42. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

43. The Class is appropriate for certification because Plaintiff can prove the elements of the claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

44. Numerosity: Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members described above who have been damaged by Defendant's deceptive and misleading practices.

45. Commonality: There is a well-defined community of interest in the common questions of law and fact affecting all Class Members. The questions of law and fact common to the Class Members which predominate over any questions which may affect individual Class Members include, but are not limited to:

a. Whether Defendant is responsible for the conduct alleged herein which was uniformly directed at all consumers who purchased the Products;

1 b. Whether Defendant's misconduct set forth in this Complaint  
2 demonstrates that Defendant engaged in unfair, fraudulent, or unlawful business  
3 practices with respect to the advertising, marketing, and sale of the Products;

4 c. Whether Defendant made misrepresentations concerning the  
5 Products that were likely to deceive the public;

6 d. Whether Plaintiff and the Class are entitled to injunctive relief;

7 e. Whether Plaintiff and the Class are entitled to money damages and/or  
8 restitution under the same causes of action as the other Class Members.

9 46. Typicality: Plaintiff is a member of the Class that Plaintiff seeks to  
10 represent. Plaintiff's claims are typical of the claims of each Class Member in that  
11 every member of the Class was susceptible to the same deceptive, misleading  
12 conduct and purchased the Products. Plaintiff is entitled to relief under the same  
13 causes of action as the other Class Members.

14 47. Adequacy: Plaintiff is an adequate Class representative because  
15 Plaintiff's interests do not conflict with the interests of the Class Members Plaintiff  
16 seeks to represent; the consumer fraud claims are common to all other members of  
17 the Class, and Plaintiff has a strong interest in vindicating the rights of the class;  
18 Plaintiff has retained counsel competent and experienced in complex class action  
19 litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff has no  
20 interests which conflict with those of the Class. The Class Members' interests will  
21 be fairly and adequately protected by Plaintiff and proposed Class Counsel.  
22 Defendant has acted in a manner generally applicable to the Class, making relief  
23 appropriate with respect to Plaintiff and the Class Members. The prosecution of  
24 separate actions by individual Class Members would create a risk of inconsistent  
25 and varying adjudications.

26 48. The Class is properly brought and should be maintained as a class  
27 action because a class action is superior to traditional litigation of this controversy.  
28

1 A class action is superior to the other available methods for the fair and efficient  
2 adjudication of this controversy because:

3 a. The joinder of hundreds of individual Class Members is  
4 impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or  
5 litigation resources;

6 b. The individual claims of the Class Members may be relatively modest  
7 compared with the expense of litigating the claim, thereby making it impracticable,  
8 unduly burdensome, and expensive to justify individual actions;

9 c. When Defendant's liability has been adjudicated, all Class Members'  
10 claims can be determined by the Court and administered efficiently in a manner  
11 far less burdensome and expensive than if it were attempted through filing,  
12 discovery, and trial of all individual cases;

13 d. This class action will promote orderly, efficient, expeditious, and  
14 appropriate adjudication and administration of Class claims;

15 e. Plaintiff knows of no difficulty to be encountered in the management  
16 of this action that would preclude its maintenance as a class action;

17 f. This class action will assure uniformity of decisions among Class  
18 Members;

19 g. The Class is readily definable and prosecution of this action as a class  
20 action will eliminate the possibility of repetitious litigation; and

21 h. Class Members' interests in individually controlling the prosecution  
22 of separate actions is outweighed by their interest in efficient resolution by single  
23 class action;

24 49. Additionally or in the alternative, the Class also may be certified  
25 because Defendant has acted or refused to act on grounds generally applicable to  
26 the Class thereby making final declaratory and/or injunctive relief with respect to  
27 the members of the Class as a whole, appropriate.  
28

1           50. Plaintiff seeks preliminary and permanent injunctive and equitable  
2 relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin  
3 and prevent Defendant from engaging in the acts described, and to require  
4 Defendant to provide full restitution to Plaintiff and the Class members.

5           51. Unless the Class is certified, Defendant will retain monies that were  
6 taken from Plaintiff and Class members as a result of Defendant's wrongful  
7 conduct. Unless a classwide injunction is issued, Defendant will continue to  
8 commit the violations alleged and the members of the Class and the general public  
9 will continue to be misled.

#### 10                                   **FIRST CLAIM FOR RELIEF**

#### 11                   **Violation of California's Consumers Legal Remedies Act**

#### 12                                   **Cal. Civ. Code § 1750 *et seq.***

13           52. Plaintiff realleges and incorporates by reference all allegations  
14 contained in this complaint, as though fully set forth herein.

15           53. Plaintiff brings this claim under the CLRA individually and on behalf  
16 of the Class against Defendant.

17           54. At all times relevant hereto, Plaintiff and the members of the Class  
18 were "consumer[s]," as defined in California Civil Code section 1761(d).

19           55. At all relevant times, Defendant was a "person," as defined in  
20 California Civil Code section 1761(c).

21           56. At all relevant times, the Products manufactured, marketed,  
22 advertised, and sold by Defendant constituted "goods," as defined in California  
23 Civil Code section 1761(a).

24           57. The purchases of the Products by Plaintiff and the members of the  
25 Class were and are "transactions" within the meaning of California Civil Code  
26 section 1761(e).

27           58. Defendant disseminated, or caused to be disseminated, through its  
28 advertising, false and misleading representations, including the Products' labeling



1 that the Products contain “No Artificial... Preservatives.” Defendant failed to  
2 disclose that the Products contain an artificial preservative ingredient called citric  
3 acid. This is a material misrepresentation and omission as reasonable consumer  
4 would find the fact that the Products contain an artificial preservative ingredient  
5 to be important to their decision in purchasing the Products. Defendant’s  
6 representations violate the CLRA in the following ways:

7 a) Defendant represented that the Products have characteristics,  
8 ingredients, uses, and benefits which they do not have (Cal. Civ. Code §  
9 1770(a)(5));

10 b) Defendant represented that the Products are of a particular standard,  
11 quality, or grade, which they are not (Cal. Civ. Code § 1770(a)(7));

12 c) Defendant advertised the Products with an intent not to sell the  
13 Products as advertised (Cal. Civ. Code § 1770(a)(9)); and

14 d) Defendant represented that the subject of a transaction has been  
15 supplied in accordance with a previous representation when it has not (Cal. Civ.  
16 Code § 1770(a)(16)).

17 59. Defendant violated the CLRA because the Products were prominently  
18 advertised as containing “No Artificial... Preservatives,” but, in reality, the  
19 Products contain an artificial ingredient called citric acid. Defendant knew or  
20 should have known that consumers would want to know that the Products contain  
21 an artificial ingredient.

22 60. Defendant’s actions as described herein were done with conscious  
23 disregard of Plaintiff’s and the Class members’ rights and were wanton and  
24 malicious.

25 61. Defendant’s wrongful business practices constituted, and constitute,  
26 a continuing course of conduct in violation of the CLRA, since Defendant is still  
27 representing that the Products have characteristics which they do not have.  
28

62. Pursuant to California Civil Code section 1782(d), Plaintiff and the members of the Class seek an order enjoining Defendant from engaging in the methods, acts, and practices alleged herein. Plaintiff also seeks actual damages, punitive damages, and attorneys' fees and costs for Defendant's violations of the CLRA.

63. Pursuant to California Civil Code section 1782, Plaintiff sent a written demand letter to Defendant requesting that Defendant remedy the violations alleged herein. More than thirty days have passed since Defendant received Plaintiff's demand letter and Defendant has failed to take any corrective action. Accordingly, Plaintiff seeks actual damages, punitive damages, injunctive relief, and attorneys' fees and costs for Defendant's violations of the CLRA.

64. Pursuant to section 1780(d) of the CLRA, attached hereto is an affidavit showing that this action was commenced in a proper forum.

### **SECOND CLAIM FOR RELIEF**

#### **Violation of California's Unfair Competition Law**

#### **Cal. Bus. & Prof. Code § 17200 *et seq.***

65. Plaintiff realleges and incorporates by reference all allegations contained in this complaint, as though fully set forth herein.

66. Plaintiff brings this claim under the UCL individually and on behalf of the Class against Defendant.

67. The UCL prohibits any "unlawful," "fraudulent," or "unfair" business act or practice and any false or misleading advertising.

68. Defendant committed unlawful business acts or practices by making the representations and omitted material facts (which constitutes advertising within the meaning of California Business & Professions Code section 17200), as set forth more fully herein, and by violating California's Consumers Legal Remedies Act, Cal. Civ. Code §§17500, *et seq.*, California's False Advertising Law, Cal. Bus. & Prof. § 17500, *et seq.*, 15 U.S.C. § 45, and by breaching express

1 and implied warranties. Plaintiff, individually and on behalf of the other Class  
2 members, reserves the right to allege other violations of law, which constitute other  
3 unlawful business acts or practices. Such conduct is ongoing and continues to this  
4 date.

5 69. Defendant committed “unfair” business acts or practices by: (1)  
6 engaging in conduct where the utility of such conduct is outweighed by the harm  
7 to Plaintiff and the members of the a Class; (2) engaging in conduct that is  
8 immoral, unethical, oppressive, unscrupulous, or substantially injurious to  
9 Plaintiff and the members of the Class; and (3) engaging in conduct that  
10 undermines or violates the intent of the consumer protection laws alleged herein.  
11 There is no societal benefit from deceptive advertising. Plaintiff and the other  
12 Class members paid for a Product that is not as advertised by Defendant. Further,  
13 Defendant failed to disclose a material fact (that the Products contain an artificial  
14 preservative ingredient) of which they had exclusive knowledge. While Plaintiff  
15 and the other Class members were harmed, Defendant was unjustly enriched by its  
16 false misrepresentations and material omissions. As a result, Defendant’s conduct  
17 is “unfair,” as it offended an established public policy. There were reasonably  
18 available alternatives to further Defendant’s legitimate business interests, other  
19 than the conduct described herein.

20 70. Defendant committed “fraudulent” business acts or practices by  
21 making the representations of material fact regarding the Products set forth herein.  
22 Defendant’s business practices as alleged are “fraudulent” under the UCL because  
23 they are likely to deceive customers into believing the Products actually contain  
24 no preservatives.

25 71. Plaintiff and the other members of the Class have in fact been  
26 deceived as a result of their reliance on Defendant’s material representations and  
27 omissions. This reliance has caused harm to Plaintiff and the other members of the  
28 Class, each of whom purchased Defendant’s Products. Plaintiff and the other Class

1 members have suffered injury in fact and lost money as a result of purchasing the  
2 Products and Defendant's unlawful, unfair, and fraudulent practices.

3 72. Defendant's wrongful business practices and violations of the UCL  
4 are ongoing.

5 73. Plaintiff and the Class seek pre-judgment interest as a direct and  
6 proximate result of Defendant's unfair and fraudulent business conduct. The  
7 amount on which interest is to be calculated is a sum certain and capable of  
8 calculation, and Plaintiff and the Class seek interest in an amount according to  
9 proof.

10 74. Unless restrained and enjoined, Defendant will continue to engage in  
11 the above-described conduct. Accordingly, injunctive relief is appropriate.  
12 Pursuant to California Business & Professions Code section 17203, Plaintiff,  
13 individually and on behalf of the Class, seeks (1) restitution from Defendant of all  
14 money obtained from Plaintiff and the other Class members as a result of unfair  
15 competition; (2) an injunction prohibiting Defendant from continuing such  
16 practices in the State of California that do not comply with California law; and (3)  
17 all other relief this Court deems appropriate, consistent with California Business  
18 & Professions Code section 17203.

19 **THIRD CLAIM FOR RELIEF**

20 **Breach of Express Warranty**

21 75. Plaintiff realleges and incorporates by reference all allegations  
22 contained in this complaint, as though fully set forth herein.

23 76. Plaintiff brings this claim for breach of express warranty individually  
24 and on behalf of the Class against Defendant.

25 77. As the manufacturer, marketer, distributor, and seller of the Products,  
26 Defendant issued an express warranty by representing to consumers at the point of  
27 purchase that the Products contain "No Artificial... Preservatives."  
28



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1 a. Declaring that this action is a proper class action, certifying the Class  
2 as requested herein, designating Plaintiff as the Class Representative and  
3 appointing the undersigned counsel as Class Counsel;

4 b. Ordering restitution and disgorgement of all profits and unjust  
5 enrichment that Defendant obtained from Plaintiff and the Class members as a  
6 result of Defendant's unlawful, unfair, and fraudulent business practices;

7 c. Ordering injunctive relief as permitted by law or equity, including  
8 enjoining Defendant from continuing the unlawful practices as set forth herein,  
9 and ordering Defendant to engage in a corrective advertising campaign;

10 d. Ordering damages in amount which is different than that calculated  
11 for restitution for Plaintiff and the Class;

12 e. Ordering Defendant to pay attorneys' fees and litigation costs to  
13 Plaintiff and the other members of the Class;

14 f. Ordering Defendant to pay both pre- and post-judgment interest on  
15 any amounts awarded; and

16 g. Ordering such other and further relief as may be just and proper.

17 **JURY DEMAND**

18 Plaintiff hereby demands a trial by jury of all claims in this Complaint so  
19 triable.

20  
21 Dated: August 6, 2025

CROSNER LEGAL, P.C.

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