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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Counsel for Plaintiff and the Proposed Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIE STADLER, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

DOSKOCIL MANUFACTURING
COMPANY, INC. DBA PETMATE, Texas
corporation, and DOES 1-20, inclusive,

Defendants.

Case No. **26STCV03762**

CLASS ACTION COMPLAINT

1. VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW, BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*
2. FALSE AND MISLEADING ADVERTISING IN VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17500, *et seq.*
3. VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT, CIVIL CODE § 1750, *et. Seq.*
4. BREACH OF EXPRESS WARRANTY
5. RESTITUTION BASED ON QUASI-CONTRACT/UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

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1 Plaintiff Marie Stadler (“**Plaintiff**”), individually and on behalf of all others similarly
2 situated, bring this class action complaint against Defendants Doscocil Manufacturing Company,
3 Inc. dba Petmate, and Does 1 through 20, inclusive (collectively “**Defendants**”) and alleges as
4 follows:

5 **SUMMARY OF THE ACTION**

6 1. This is a class action lawsuit brought on behalf of all purchasers of Defendants’ Rustic
7 Kitchen branded “100% Natural Ingredients” and “No Artificial Additives or Preservatives” dog
8 treats products (the “**Products**”), sold online and at retail locations throughout California and the
9 United States.

10 2. Defendants falsely and deceptively advertise the Products as being with “100%
11 Natural Ingredients” (“**100% Natural Representation**”) and containing “No Artificial Additives
12 or Preservatives” (“**Preservative-Free Representation**”) (collectively “**Challenged**
13 **Representations**”). However, contrary to the Products’ Challenged Representations, as explained
14 in detail below, the Products contain citric acid — a well-documented, FDA defined artificial
15 preservative ingredient.

16 3. Through falsely, misleadingly, and deceptively labeling the Products, Defendants
17 seek to take advantage of consumers’ desire for truly premium products that are free from artificial
18 preservatives and artificial ingredients. Yet, Defendants do so at the expense of unwitting
19 consumers, as well as Defendants’ lawfully acting competitors, over whom Defendants maintain an
20 unfair competitive advantage.

21 4. Plaintiff brings this action individually and in a representative capacity on behalf of
22 similarly situated consumers who purchased the Products during the relevant Class Period (Class
23 and/or Subclass defined infra), for dual primary objectives: **One**, Plaintiff seeks, on Plaintiff’s
24 individual behalf and on behalf of the Class/Subclass, a monetary recovery of the price premium
25 Plaintiff and consumers overpaid for Products that should, but fail to, comport with the Challenged
26 Representations (which may include, for example, damages, restitution, disgorgement, and/or any
27 applicable penalties, fines, or punitive/exemplary damages) solely to the extent that the causes of
28 action pled herein permit such recovery. **Two**, Plaintiff seeks, on her individual behalf and on behalf

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1 of the Class/Subclass, injunctive relief to stop Defendants’ unlawful manufacture, marketing, and
2 sale of the Products with the Challenged Representations to avoid or mitigate the risk of deceiving
3 the public into believing that the Products conform to the Challenged Representations, by requiring
4 Defendants to change their business practices, which may include one or more of the following:
5 removal or modification of the Challenged Representations from the Products’ labels, removal or
6 modification of the Challenged Representations from the Products’ advertising, modification of the
7 Products’ formulation be it a change in ingredients or its sourcing and manufacturing processes,
8 and/or discontinuance of the Products’ manufacture, marketing, and/or sale.

9 5. A true and correct copy of the Product label is pictured below.

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Rustic Kitchen Collagen Retriever Sticks Chicken Flavored Dog Treat¹



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¹ The Rustic Kitchen Collagen Retriever Sticks Chicken Flavored Dog Treat product includes but is not limited to the following counts: (a) 3 count, 10-in rolls; (b) 10 count, 7-in rolls; and (c) 25 count, 5-in rolls.

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1 again if the representation regarding the Challenged Representations were in fact true. Since
2 Plaintiff would like to purchase the Products again to obtain a dog food product that, as advertised,
3 is truly free from artificial preservatives and unnatural ingredients, Plaintiff would purchase it again
4 in the future—despite the fact that it was once marred by false advertising or labeling—as Plaintiff
5 would reasonably, but incorrectly, assume the Products were improved (no longer contain artificial
6 preservatives and artificial ingredients). In that regard, Plaintiff is an average consumer who is not
7 sophisticated in the chemistry, manufacturing, and formulation of food products, such as the
8 Products. Neither Plaintiff, nor reasonable consumers, have the requisite knowledge to accurately
9 differentiate between ingredients that are “artificial preservatives,” “artificial” or not. Accordingly,
10 Plaintiff is at risk of reasonably, but incorrectly, assuming that Defendants fixed the formulation of
11 the Products such that Plaintiff may buy it again, believing it to no longer be falsely advertised.
12 Plaintiff is, therefore, currently and in the future deprived of the ability to rely on the Challenged
13 Representations. Based on information and belief, the labeling of the Products purchased by Plaintiff
14 is typical of the labeling of the Products purchased by members of the class.

15 12. **Defendant.** Defendant Dorskocil Manufacturing Company, Inc. dba Petmate is a
16 Texas corporation that maintains its principal place of business at 2300 E. Randol Mill Road
17 Arlington, TX 76011. At all times during the class period, Defendant was the manufacturer,
18 distributor, marketer, and seller of the Products. Defendant directly and through its agents, has
19 substantial contacts with and receives substantial benefits and income from and through the State
20 of California.

21 13. The true names and capacities, whether individual, corporate, associate, or otherwise
22 of certain manufacturers, distributors, and/or their alter egos sued herein as DOES 1 through 20
23 inclusive are presently unknown to Plaintiff who therefore sues these individuals and/or entities by
24 fictitious names. Plaintiff will seek leave of this Court to amend the Complaint to show their true
25 names and capacities when the same have been ascertained. Plaintiff is informed and believes and
26 based thereon alleges that DOES 1 through 20 were authorized to do and did business in Los
27 Angeles County. Plaintiff is further informed and believe and based thereon allege that DOES 1
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1 through 20 were and/or are, in some manner or way, responsible for and liable to Plaintiff for the
2 events, happenings, and consequences hereinafter set forth below.

3 **JURISDICTION AND VENUE**

4 14. This Court has jurisdiction over all causes of action asserted herein pursuant to the
5 California Constitution, Article VI, § 10, because this case is a cause not given by statute to other
6 trial courts.

7 15. Plaintiff has standing to bring this action pursuant to Business & Professions Code §
8 17200, *et seq.*

9 16. Venue is proper in this Court because the Plaintiff purchased the Products in Los
10 Angeles County. Defendants receive substantial compensation from sales in Los Angeles County,
11 and Defendants made numerous misrepresentations which had a substantial effect in Los Angeles
12 County, including, but not limited to, label, point of purchase displays, and internet advertisements.

13 17. Upon information and belief, said misrepresentations originated and/or emanated
14 from the State of California.

15 18. Defendants and other out-of-state participants can be brought before this Court
16 pursuant to the provisions of Code of Civil Procedure § 395.5.

17 19. Defendants are subject to personal jurisdiction in California based upon sufficient
18 minimum contacts which exist between Defendants and California. Defendants are authorized to do
19 and are doing business in Los Angeles, California.

20 **FACTUAL ALLEGATIONS**

21 **A. Citric Acid**

22 **a. Citric Acid as a Preservative**

23 20. Defendants advertise and display on the front labels of the Products that they are with
24 “100% Natural Ingredients” and contain “No Artificial Additives or Preservatives” thereby
25 misleading reasonable consumers into believing that the Products are free from unnatural
26 ingredients and/or artificial preservatives. However, the Products contain a well-known and well-
27 documented artificial preservative and artificial ingredient, citric acid.

28 21. Citric acid acts as a preservative when added to food products, including the Products
at issue. Citric acid acts as a preservative in the Products regardless of the subjective purpose or

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1 intent for why Defendants added citric acid to the Products because citric acid acts as a preservative
 2 *even if* very low levels are contained in the Products.²

3 22. The Food and Drug Administration (“FDA”) defines a chemical preservative as “any
 4 chemical that, when added to food, tends to prevent or retard deterioration thereof, but does not
 5 include common salt, sugars, vinegars, spices, or oils extracted from spices, substances added to
 6 food by direct exposure thereof to wood smoke, or chemicals applied for their insecticidal or
 7 herbicidal properties.” 21 C.F.R. §101.22(a)(5).

8 23. The FDA classifies and identifies citric acid as a preservative in its Overview of Food
 9 Ingredients, Additives, and Colors, on the FDA’s website and provides examples of uses of
 10 preservatives like citric acid, including, in food.³

Types of Food Ingredients

The following summary lists the types of common food ingredients, why they are used,
 and some examples of the names that can be found on product labels. Some additives are
 used for more than one purpose.

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)

20 24. Citric acid’s classification as a preservative is further confirmed by a Warning Letter
 21 sent by the FDA to the manufacturer of Chiquita brand “Pineapple Bites with Coconut” and
 22 “Pineapple Bites,” in which the FDA proclaimed the “Pineapple Bites” and “Pineapple Bites with
 23 Coconut” products are further misbranded within the meaning of Section 403(k) of the Act [21

² See Doores, S., 1993. Organic acids. In: Davidson, P.M., Branen, A.L. (Eds.), *Antimicrobials in Foods*. Marcel Dekker, Inc., New York, pp. 95-136.

<http://base.dnsgb.com.ua/files/book/Agriculture/Foods/Antimicrobials-in-Food.pdf>

³ *Overview of Food Ingredients, Additives & Colors, FOOD AND DRUG ADMINISTRATION, available*

<https://web.archive.org/web/20220901032454/http://www.fda.gov/food/food-ingredients-packaging/overview-food-ingredients-additives-colors>

1 U.S.C. 343(k)] in that they contain the chemical preservative ascorbic acid and *citric acid* but their
2 labels fail to declare these preservatives with a description of their functions. 21 CFR 101.22.”⁴

3 25. The Agricultural Marketing Service of the United States Department of Agriculture
4 (“USDA”) has also recognized the use of citric acid as a preservative stating that “Citric acid has a
5 wide variety of uses, some of which can provide preservative functions, primarily though lowering
6 the pH of the food.”⁵

7 26. The USDA’s Food Safety Inspection Service’s “Guideline for Label Approval” states
8 that “[s]ome common chemical preservatives include BHA, BHT, calcium propionate, citric acid,
9 natamycin and sodium propionate.”⁶

10 27. Academic journals have also noted the use of citric acid as a preservative.⁷ Indeed,
11 “Citric acid acts as a preservative in many processed foods, keeping them fresh. It does this by
12 slowing or helping prevent the formation of bacteria, mold, yeast, and fungus.”⁸ “Today, citric acid
13 is one of the most common and widely used preservatives in the world[.]”⁹

14 28. The Encyclopedia Britannica also classifies citric acid as a preservative because it has
15 antioxidant properties.¹⁰

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18 ⁴ See FDA label compliance website,
19 <https://www.fdalabelcompliance.com/letters/ucm228663>.

20 ⁵ Citric Acid and Salts, UNITED STATES DEPARTMENT OF AGRICULTURE, available
21 at <https://www.ams.usda.gov/sites/default/files/media/Citric%20Acid%20TR%202015.pdf>.

22 ⁶ FSIS Guideline for Label Approval, UNITED STATES DEPARTMENT OF AGRICULTURE,
23 available at https://www.fsis.usda.gov/sites/default/files/media_file/documents/FSIS-GD-2023-0001.pdf

24 ⁷ K. Kirimura, et al., Citric Acid, COMPREHENSIVE BIOTECHNOLOGY (SECOND
25 EDITION)(2011), available at
26 <https://www.sciencedirect.com/science/article/abs/pii/B9780080885049001690?via%3Dihub>;
27 K.M.S. Islam, Use of citric acid in broiler diets, WORLD’S POULTRY SCIENCE
28 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/DA15C2C1F90667525BF2414DF3BFF646> (“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.”).

⁸ 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>

⁹ Citric Acid: One of the Most Important Preservatives in The World, FBCINDUSTRIES,INC.
(Feb. 5, 2019), available at <https://fbcindustries.com/citric-acid-one-of-the-most-important-preservatives-in-the-world/>

¹⁰ Preservatives, BRITANICA, available at <https://www.britannica.com/topic/food-additive/Preservatives#ref50221>

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b. Citric Acid as an Artificial Ingredient

29. Defendants use a synthetic form of citric acid that is derived from heavy chemical processing.¹¹ The citric acid used in the Products is commercially produced and is manufactured using a type of black mold called *Aspergillus niger*.¹² Chemical solvents such as n-octyl alcohol and synthetic isoparaffinic petroleum hydrocarbons are used to extract the citric acid that Defendants use in the Products from *aspergillus niger* fermentation liquor. See 21 C.F.R § 173.280. The citric acid that Defendants use in the Products is produced through chemical solvent extraction and contains residues of those chemical solvents.

30. An article published in the *Toxicology Reports Journal* explains that citric acid produced through aspergillus niger fermentation is artificial: Citric acid naturally exists in fruits and vegetables. However, it is not the naturally occurring citric acid, but the manufactured citric acid (MCA) that is used extensively as a food additive. Approximately 99% of the world’s production of MCA is carried out using the fungus *Aspergillus niger* since 1919. *Aspergillus niger* is a known allergen.¹³

31. The Food and Drug Administration (“FDA”) has also sent warning letters to companies stating that certain products labeled as “natural” are misbranded because they contain **artificial** citric acid as an ingredient. For example, on August 29, 2001, the FDA sent Hirzel Canning Company (“Hirzel”) a warning letter regarding its canned tomato products. With respect to Hirzel’s Chopped Tomatoes Onions & Garlic and Chopped Mexican Tomatoes & Jalapenos, the FDA stated that these products could not bear the “All Natural” claim on the label because the products contained a synthetic ingredient, citric acid.¹⁴

¹¹ A. Hesham, Y. Mostafa & L. Al-Sharqi, Optimization of Citric Acid Production by Immobilized Cells of Novel Yeast Isolates, 48 MYCOBIOLOGY 122, 123 (2020), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7178817/> (emphasis added).

¹² *Id.*; Pau Loke Show, et al., Overview of citric acid production from *Aspergillus niger*, FRONTIERS IN LIFE SCIENCE, 8:3, 271-283 (2015), available at <https://www.tandfonline.com/doi/full/10.1080/21553769.2015.1033653>

¹³ Iliana E. Sweis, et al., *Potential role of the common food additive manufactured citric acid in eliciting significant inflammatory reactions contributing to serious disease states: A series of four case reports*, TOXICOLOGY REP. 5:808-812 (2018), available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/> Case 2:24-cv-03721-MWF-AJR

¹⁴ *Id.*

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

6 33. Below are images of the chemical process used to create citric acid for use in food –
7 a process that is visibly artificial:



1 34. Consumption of manufactured citric acid has been associated with adverse health
2 events like joint pain with swelling and stiffness, muscular and stomach pain, as well as shortness
3 of breath.¹⁵ The *Toxicology Reports Journal* article explains that “the potential presence of
4 impurities or fragments from the *Aspergillus niger* in [manufactured citric acid] is a significant
5 difference that may trigger deleterious effects when ingested.”¹⁶

6 35. Several courts—including the Ninth Circuit—have found it plausible that citric acid
7 produced from *Aspergillus niger* fermentation is not natural and may be considered an artificial
8 flavor. See, e.g., *Brazil v. Dole Packaged Foods, LLC*, 660 F. App'x 531, 533 (9th Cir. 2016)
9 (reversing a grant of summary judgment and holding that evidence could “allow a trier of fact to
10 find that the synthetic citric and ascorbic acids in Dole's products were not ‘natural.’”); *Mason v.*
11 *Reed's Inc.*, 515 F. Supp. 3d 135, 143 (S.D.N.Y. 2021) (noting that FDA warning letters “suggest
12 that citric acid, as produced by *Aspergillus Niger*, makes an ‘All-Natural’ label misleading.”);
13 *Gabriele v. ConAgra Foods, Inc.*, 2015 WL 3904386, at *4 (W.D. Ark. June 25, 2015) (accepting
14 as true the plaintiff's allegations “that the products contain artificially derived citric acid or calcium
15 chloride, in contravention of federal regulations.”).

16 36. The Ninth Circuit Court of Appeals, emphasizing the warning letters described above,
17 has issued a pertinent decision as to whether citric acid can be considered an artificial flavor. In
18 *Brazil v. Dole Packaged Foods, LLC*, 660 Fed. Appx. 531 (2016) the Ninth Circuit reversed a
19 summary judgment order in favor of a defendant holding there was a genuine dispute as to whether
20 citric acid is an artificial ingredient and whether the defendant's “All Natural Fruit” label was likely
21 to deceive a reasonable consumer. The Ninth Circuit stated: Brazil cited more recent FDA warning
22 letters to food sellers. These sellers had described their products as ‘100% Natural’ or ‘All Natural,’
23 and the FDA accused those descriptions of being deceptive because the products in question
24 included synthetic citric acid, among other substances. Taken together, this evidence could allow a
25 trier of fact to conclude that Dole's description of its products as ‘All Natural Fruit’ is misleading to
26 a reasonable consumer. The evidence here—including the conflicting testimony of expert witnesses
27 and Dole employees—could also allow a trier of fact to find that the synthetic citric and ascorbic

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¹⁵ *Id.*

¹⁶ *Id.*

1 acids in Dole's products were not 'natural.' Summary judgment was therefore granted in error.
2 *Brazil*, 660 F. App'x at 533–34.

3 **B. Defendants Mislead Plaintiff and Reasonable Consumers, Who Relied on the Material**
4 **and False Advertising Claims to their Detriment**

5 37. **Materiality.** The Challenged Representations are material to reasonable consumers,
6 including Plaintiff, in deciding to buy the Products. Specifically, the composition of the Products
7 containing no artificial preservatives being 100% natural—is important to consumers and motivates
8 them to buy the Products.

9 38. **Reliance.** The Class, including Plaintiff, reasonably relied on the Challenged
10 Representations in deciding to purchase the Products.

11 39. **Consumers Lack Knowledge of Falsity.** Consumers, including Plaintiff, do not
12 know, and have no reason to know, at the time of purchase, that the Products' Challenged
13 Representations are false, misleading, deceptive, and unlawful. That is because consumers,
14 including Plaintiff, do not work for Defendants and therefore have no personal knowledge of the
15 actual ingredients used to make the Products or how those ingredients are made, including whether
16 artificial preservatives and unnatural ingredients are included. Additionally, average consumers do
17 not have the specialized knowledge of a chemist or product-developer. Thus, reasonable consumers,
18 like Plaintiff, cannot discern from the Products' ingredient disclosures whether certain ingredients,
19 are preservatives and/or artificial. Furthermore, reasonable consumers, like Plaintiff, do not
20 ordinarily review information on the back or side panels of a consumer product's packaging, like
21 the Products' packaging, particularly dense, fine-print ingredient disclosures, or review such
22 information on websites. Indeed, studies show that only approximately 7.7% to 11.6% of people
23 even look at the side or back labels of consumer goods, such as ingredient lists, before they buy it.¹⁷

24 ¹⁷ Grunert, Klaus, et. al, *Nutrition knowledge, and use and understanding of nutrition information*
25 *on food labels among consumers in the UK*, 55 *Appetite* 177, at 179-181 (2010) available at
26 <https://reader.elsevier.com/reader/sd/pii/S0195666310003661?token=95E4146C1BB7D7A7C9A487F22F0B445BD44499550086E04870765EBE116ED32DBFE3795E60B69C75831563CD1BC6655A&originRegion=us-east-1&originCreation=20220720162546> (consumer purchasing behavior
27 study using in-store observation and interview data collection methodology to realistically estimate
28 the degree consumers use nutritional information (found on side/back panels of food product labels
and packaging), finding: (1) only **11.6% of respondents**, who looked at a product and placed it in
their shopping cart, **were actually observed looking at the side/back panels of its packaging or
labels** (panels other than the front panel) before placing it in the cart; (2) of those who looked at the

1 40. The average consumer spends generally not more than 13 seconds to make an
 2 in-store purchasing decision.¹⁸ That decision is heavily based upon the product's front labeling
 3 because consumers do not have time to review and read every portion of the label and inspect in
 4 detail the rear label which depicts in small print the ingredients.

5 41. **Defendants' Knowledge.** Defendants knew, or should have known, that the
 6 Challenged Representations were false, misleading, deceptive, and unlawful, at the time that
 7 Defendants manufactured, marketed, advertised, labeled, and sold the Products using the
 8 Challenged Representations to Plaintiff and the Class. Defendants intentionally and deliberately
 9 used Challenged Representations, alongside its massive marketing campaign and brand strategy, to
 10 cause Plaintiff and similarly situated consumers to buy the Products believing that the Challenged
 11 Representations are true.

- 12 a. **Knowledge of Falsity.** Defendants marketed the Products with the Challenged
 13 Representations, but Defendants opted to formulate and manufacture them in a
 14 manner that does not conform to this representation. Specifically, Defendants
 15 advertised and labeled the Products with the Challenged Representations, but,
 16 instead of using only natural non-preservative ingredients, Defendants chose to
 make the Products with citric acid, a well-documented artificial preservative and
 unnatural ingredient.

17 side/back panels, only 31.8% looked at it the product "in detail" (i.e., 3.7% of respondents who
 18 looked at the product, looked at side/back panels in detail)); and (3) the **respondents self-reported
 frequency of reviewing side/back panels** (for nutritional information) **is overreported by 50%**
 19 when the in-store interview data and observational data are compared); Grunert, Klaus, et. al, *Use
 and understanding of nutrition information on food labels in six European countries*, 18(3) Journal
 20 of Public Health 261, 261, 263, 266 (2010), available at
 21 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2967247/> (last accessed July 20, 2022) (consumer
 purchasing behavior study using in-store observation and interview data collection methodology to
 22 evaluate whether people look at food labels before buying them, where they looked, and how long
 they looked, finding: (1) respondents spent, on average, approximately 35 seconds, per product, on
 products they bought; and (2) 62.6% of respondents looked at the front packaging, and **only 7.7%**
 23 **looked elsewhere (side/back panels) on the packaging**, for products they bought); Benn, Yael, et
 al., *What information do consumers consider and how do they look for it, when shopping for
 groceries online*, 89 Appetite 265, 265, 270 (2015), available at
 24 <https://www.sciencedirect.com/science/article/pii/S0195666315000422#bib0060> (last accessed
 December 31, 2025) (consumer purchasing behavior study using online eye-movement tracking and
 25 recordation, finding: (1) once on the product webpages, respondents tend to look at the pictures of
 products, rather than examine detailed product information; and (2) by comparison to pictures of
 26 products where 13.83-19.07% of respondents fixated, far less fixated on subsidiary information:
 4.17% of respondents looked at nutrition information, 3.30% ingredients, 2.97% allergy
 27 information, and 0.09% recycling information for example).

18 ¹⁸ Randall Beard, *Make the Most of Your Brand's 20-Second Window*, NIELSEN (Jan. 13, 2015),
 28 [https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-
 window/](https://www.nielsen.com/us/en/insights/article/2015/make-the-most-of-your-brands-20-second-window/) (citing *Shopping Takes Only Seconds... In-Store and Online*, EHRENBERG-BASS
 INSTITUTE OF MARKETING SCIENCE (2015)) (last visited 12/09/2025).

- 1 b. **Knowledge of Reasonable Consumers' Perception.** Defendants knew, or should
2 have known, that the Challenged Representations would lead reasonable
3 consumers into believing that the Products were preservative free and natural—
4 i.e., the Products do not contain artificial preservatives and unnatural ingredient.
5 Not only have Defendants labeled the Products with the Challenged
6 Representations and executed a long-standing brand strategy and advertising
7 campaign to identify the Products with the Challenged Representations, but
8 Defendants also have an obligation under section 5 of the Federal Trade
9 Commission Act, codified at 15 U.S.C. §§ 45, to evaluate its marketing claims
10 from the perspective of the reasonable consumer. That means Defendants were
11 statutorily obligated to consider whether the Challenged Representations, be it in
12 isolation or conjunction with its marketing campaign, would mislead reasonable
13 consumers into believing that the Products were made of only natural non-
14 preservative ingredients. Thus, Defendants either knew the Challenged
15 Representations were misleading before they marketed the Products to the Class,
16 including Plaintiff, or Defendants would have known that it was deceptive had
17 Defendants complied with its statutory obligations.
- 18 c. **Knowledge of Materiality.** Defendants knew or should have known that the
19 Challenged Representations are material to consumers. *First*, manufacturers and
20 marketers, like Defendants, generally reserve the front primary display panel of
21 labels on consumer products for the most important and persuasive information,
22 which they believe will motivate consumers to buy the products. Here, the
23 conspicuousness of the Challenged Representations on the Products' labels
24 demonstrate Defendants' awareness of its importance to consumers and
25 Defendants' understanding that consumers prefer and are motivated to buy
26 products that conform to the Challenged Representations. *Second*, manufacturers
27 and marketers repeat marketing claims to emphasize and characterize a brand or
28 product line, shaping the consumers' expectations, because they believe those
repeated messages will drive consumers to buy the Products. Here, the constant,
unwavering use of the Challenged Representations on the Products,
advertisements, and throughout Defendants' marketing campaign, evidence
Defendants' awareness that the falsely advertised Product-attribute is important to
consumers. It also evidences Defendants' intent to convince consumers that the
Products conform to the Challenged Representations and, ultimately, drive sales.
- d. **Defendants Continued Deception, Despite Their Knowledge.** Defendants, as
the manufacturers and marketers of the Products, had exclusive control over the
Challenged Representations' inclusion on the Products' labels, and
advertisements—i.e., Defendants readily and easily could have stopped using the
Challenged Representations to sell the Products. However, despite Defendants'
knowledge of the Challenged Representations' falsity, and Defendants'
knowledge that consumers reasonably rely on the Challenged Representations in
deciding to buy the Products, Defendants deliberately chose to market the
Products with the Challenged Representations thereby misleading consumers into
buying or otherwise overpaying for the Products. Thus, Defendants knew, or
should have known, at all relevant times, that the Challenged Representations
mislead reasonable consumers, such as Plaintiff, into buying the Products to attain
the product-attributes that Defendants falsely advertised and warranted. Indeed,
notwithstanding Plaintiff's demand to Defendants to stop misleading consumers

with the Challenged Representations, Defendants have continued to market the Products using the Challenged Representations.

42. By letter dated October 15, 2025, Plaintiff advised Defendants of their false and misleading claims pursuant to California Civil Code Section 1782, subdivision (a) regarding Defendants’ use of citric acid – an artificial preservative ingredient. Plaintiff has provided Defendants with notice of their violations of the CLRA pursuant to Civil Code § 1782(a).

C. The Products Are Substantially Similar

43. As described supra, Plaintiff purchased the Rustic Kitchen Collagen Retriever Sticks Chicken Flavored Dog Treat (the “Purchased Product”). The additional unpurchased products are substantially similar to the Purchased Product.

- a. **Defendants.** All Products are manufactured, sold, marketed, advertised, labeled, and packaged by the Defendants.
- b. **Brand.** All Products are sold under the Rustic Kitchen brand name.
- c. **Marketing Demographics.** All Products are marketed directly to consumers for personal use.
- d. **Purpose.** All Products are intended for the primary purpose of consumption by dogs.
- e. **False Advertising Claims.** All Products contain the same Challenged Representations on the Products’ labeling and packaging. In addition, all Products prominently display the Challenged Representations on the front label in order to focus the consumer’s attention on the Challenged Representations.
- f. **Key Ingredients.** All Products contain citric acid, an artificial preservative ingredient.
- g. **Misleading Effect.** The misleading effect of the Challenged Representations on consumers are the same for all Products—consumers are tricked into buying or otherwise over-paying a premium for Products that are composed of no artificial preservatives and unnatural ingredient, but they receive Products that, contrary to the Products’ labels, also contain citric acid, an artificial preservative ingredient.

D. No Adequate Remedy at Law

44. **No Adequate Remedy at Law.** Plaintiff and members of the Class are entitled to equitable relief as no adequate remedy at law exists.

- a. **Broader Statutes of Limitations.** The statutes of limitations for the causes of action

1 pled herein vary. The limitations period is four years for claims brought under the
2 UCL, which is one year longer than the statutes of limitations under the FAL and
3 CLRA. In addition, the statutes of limitations vary for certain states' laws for breach
4 of warranty and unjust enrichment/restitution, between approximately 2 and 6 years.
5 Thus, California Subclass members who purchased the Products more than 3 years
6 prior to the filing of the complaint will be barred from recovery if equitable relief were
7 not permitted under the UCL. Similarly, Nationwide Class members who purchased
8 the Products prior to the furthest reach-back under the statute of limitations for breach
9 of warranty, will be barred from recovery if equitable relief were not permitted for
10 restitution/unjust enrichment.

11 b. **Broader Scope of Conduct.** In addition, the scope of actionable misconduct under
12 the unfair prong of the UCL is broader than the other causes of action asserted herein.
13 It includes, for example, Defendants' overall unfair marketing scheme to promote and
14 brand the Products with the Challenged Representations, across a multitude of media
15 platforms, including the Products' labels, over a long period of time, in order to gain
16 an unfair advantage over competitor products and to take advantage of consumers'
17 desire for products that comport with the Challenged Representations. The UCL also
18 creates a cause of action for violations of law (such as statutory or regulatory
19 requirements and court orders related to similar representation and omission made on
20 the type of products at issue). Thus, Plaintiff and Class members may be entitled to
21 restitution under the UCL, while not entitled to damages under other causes of action
22 asserted herein (e.g., the FAL requires actual or constructive knowledge of the falsity;
23 the CLRA is limited to certain types of plaintiff (an individual who seeks or acquires,
24 by purchase or lease, any goods or services for personal, family, or household
25 purposes) and other statutorily enumerated conduct). Similarly, unjust
26 enrichment/restitution is broader than breach of warranty. For example, in some
27 states, breach of warranty may require privity of contract or pre-lawsuit notice, which
28 are not typically required to establish unjust enrichment/restitution. Thus, Plaintiff
29 and Class members may be entitled to recover under unjust enrichment/restitution,
30 while not entitled to damages under breach of warranty, because they purchased the
31 products from third-party retailers or did not provide adequate notice of a breach prior
32 to the commencement of this action.

33 c. **Injunctive Relief to Cease Misconduct and Dispel Misperception.** Injunctive relief
34 is appropriate on behalf of Plaintiff and members of the Class because Defendants
35 continue to misrepresent the Products with the Challenged Representations. Injunctive
36 relief is necessary to prevent Defendants from continuing to engage in the unfair,
37 fraudulent, and/or unlawful conduct described herein and to prevent future harm—
38 none of which can be achieved through available legal remedies (such as monetary
39 damages to compensate past harm). Further, injunctive relief, in the form of
40 affirmative disclosures is necessary to dispel the public misperception about the
41 Products that has resulted from years of Defendants' unfair, fraudulent, and unlawful
42 marketing efforts. Such disclosures would include, but are not limited to, publicly
43 disseminated statements that the Products' Challenged Representations are not true
44 and providing accurate information about the Products' true nature; and/or requiring
45 prominent qualifications and/or disclaimers on the Products' front label concerning
46 the Products' true nature. An injunction requiring affirmative disclosures to dispel
47 the public's misperception and prevent the ongoing deception and repeat purchases

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based thereon, is also not available through a legal remedy (such as monetary damages). In addition, Plaintiff is *currently* unable to accurately quantify the damages caused by Defendants’ future harm, because discovery and Plaintiff’s investigation have not yet completed, rendering injunctive relief all the more necessary. For example, because the court has not yet certified any class, the following remains unknown: the scope of the class, the identities of its members, their respective purchasing practices, prices of past/future Products’ sales, and quantities of past/future Products’ sales.

- d. **Public Injunction.** Further, because a “public injunction” is available under the UCL, damages will not adequately “benefit the general public” in a manner equivalent to an injunction.
- e. **California vs. Nationwide Class Claims.** Violation of the UCL, FAL, and CLRA are claims asserted on behalf of Plaintiff and the California Subclass against Defendant, while breach of warranty and unjust enrichment/restitution are asserted on behalf of Plaintiff and the Nationwide Class. Dismissal of farther-reaching claims, such as restitution, would bar recovery for non-California members of the Class. In other words, legal remedies available or adequate under the California-specific causes of action (such as the UCL, FAL, and CLRA) have no impact on this Court’s jurisdiction to award equitable relief under the remaining causes of action asserted on behalf of non-California putative class members.

CLASS ALLEGATIONS

45. **Class Definition.** 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 herself and all others similarly situated, and as members of the Classes defined as follows:

All persons or entities that, within four years prior to the filing of this Complaint through present, purchased the Products in the United States, displaying the Challenged Representations on the Products’ labels, for purposes other than resale (“**Nationwide Class**”); and

All persons or entities that, within four years prior to the filing of this Complaint through present, purchased the Products in California, displaying the Challenged Representations on the Products’ labels, for purposes other than resale (“**California Subclass**”)

(“Nationwide Class” and “California Subclass,” collectively, “**Class**”).

46. **Class Definition Exclusions.** Excluded from the Class are: (i) Defendants, their assigns, successors, and legal representatives; (ii) any entities in which Defendants have controlling interests; (iii) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions;

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1 and (iv) any judicial officer presiding over this matter and person within the third degree of
2 consanguinity to such judicial officer.

3 47. **Reservation of Rights to Amend the Class Definition.** Plaintiff reserves the right to
4 amend or otherwise alter the class definitions presented to the Court at the appropriate time in
5 response to facts learned through discovery, legal arguments advanced by Defendants, or otherwise.

6 48. **Numerosity:** Members of the Class are so numerous that joinder of all members is
7 impracticable. Upon information and belief, the Nationwide Class consists of tens of thousands of
8 purchasers (if not more) dispersed throughout the United States, and the California Subclass
9 likewise consists of thousands of purchasers (if not more) dispersed throughout the State of
10 California. Accordingly, it would be impracticable to join all members of the Class before the Court.

11 49. **Common Questions Predominate:** There are numerous and substantial questions of
12 law or fact common to all members of the Class that predominate over any individual issues.

13 Included within the common questions of law or fact are:

- 14 a. Whether Defendants engaged in unlawful, unfair or deceptive business practices by
advertising and selling the Products;
- 15 b. Whether Defendants’ conduct of advertising and selling the Products as being free
16 from artificial preservatives and unnatural ingredient, creating the reasonable
17 assumption that the Products do not contain any artificial preservatives and unnatural
18 ingredients, when the Products contain citric acid, constitutes an unfair method of
19 competition, or unfair or deceptive act or practice, in violation of Civil Code section
20 1750, *et seq.*
- 21 c. Whether Defendants used deceptive representation in connection with the sale of the
22 Products in violation of Civil Code section 1750, *et seq.*;
- 23 d. Whether Defendants represented that the Products have characteristics or quantities
24 that they do not have in violation of Civil Code section 1750, *et seq.*;
- 25 e. Whether Defendants advertised the Products with intent not to sell it as advertised in
26 violation of Civil Code section 1750, *et seq.*;
- 27 f. Whether Defendants’ labeling and advertising of the Products are untrue or
28 misleading in violation of Business and Professions Code section 17500, *et seq.*;
- g. Whether Defendants knew or by the exercise of reasonable care should have known
its labeling and advertising was and is untrue or misleading in violation of Business
and Professions Code section 17500, *et seq.*;

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- 1 h. Whether Defendants’ conduct is an unfair business practice within the meaning of
- 2 Business and Professions Code section 17200, *et seq.*
- 3 i. Whether Defendants’ conduct is a fraudulent business practice within the meaning of
- 4 Business and Professions Code section 17200, *et seq.*
- 5 j. Whether Defendants’ conduct is an unlawful business practice within the meaning of
- 6 Business and Professions Code section 17200, *et seq.*;
- 7 k. Whether Plaintiff and the Class paid more money for the Products than they actually
- 8 received;
- 9 l. How much more money Plaintiff and the Class paid for the Products than they actually
- 10 received;
- 11 m. Whether Defendants’ conduct constitutes breach of warranty;
- 12 n. Whether Plaintiff and the Class are entitled to injunctive relief; and
- 13 o. Whether Defendants were unjustly enriched by its unlawful conduct.

14 50. **Typicality:** Plaintiff’s claims are typical of the claims of the Class Members she seeks
 15 to represent because Plaintiff, like the Class Members, purchased Defendants’ misleading and
 16 deceptive Products. Defendants’ unlawful, unfair and/or fraudulent actions concern the same
 17 business practices described herein irrespective of where they occurred or were experienced.
 18 Plaintiff and the Class sustained similar injuries arising out of Defendants’ conduct. Plaintiff’s and
 19 Class Members’ claims arise from the same practices and course of conduct and are based on the
 20 same legal theories.

21 51. **Adequacy:** Plaintiff is an adequate representative of the Class she seeks to represent
 22 because her interests do not conflict with the interests of the Class Members Plaintiff seeks to
 23 represent. Plaintiff will fairly and adequately protect Class Members’ interests and has retained
 24 counsel experienced and competent in the prosecution of complex class actions, including complex
 25 questions that arise in consumer protection litigation.

26 52. **Superiority and Substantial Benefit:** A class action is superior to other methods for
 27 the fair and efficient adjudication of this controversy, since individual joinder of all members of the
 28 Class is impracticable and no other group method of adjudication of all claims asserted herein is
 more efficient and manageable for at least the following reasons:

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- 1 a. The claims presented in this case predominate over any questions of law or fact, if
- 2 any exist at all, affecting any individual member of the Class;
- 3 b. Absent a Class, the members of the Class will continue to suffer damage and
- 4 Defendants’ unlawful conduct will continue without remedy while Defendants profit
- 5 from and enjoy its ill-gotten gains;
- 6 c. Given the size of individual Class Members’ claims, few, if any, Class Members could
- 7 afford to or would seek legal redress individually for the wrongs Defendants
- 8 committed against them, and absent Class Members have no substantial interest in
- 9 individually controlling the prosecution of individual actions;
- 10 d. When the liability of Defendants has been adjudicated, claims of all members of the
- 11 Class can be administered efficiently and/or determined uniformly by the Court; and
- 12 e. This action presents no difficulty that would impede its management by the Court as
- 13 a class action, which is the best available means by which Plaintiff and Class Members
- 14 can seek redress for the harm caused to them by Defendant.

15 53. **Inconsistent Rulings.** Because Plaintiff seeks relief for all members of the Class, the

16 prosecution of separate actions by individual members would create a risk of inconsistent or varying

17 adjudications with respect to individual members of the Class, which would establish incompatible

18 standards of conduct for Defendants.

19 54. **Injunctive/Equitable Relief.** The prerequisites to maintaining a class action for

20 injunctive or equitable relief pursuant to Fed. R. Civ. P. 23(b)(2) are met as Defendants have acted

21 or refused to act on grounds generally applicable to the Class, thereby making appropriate final

22 injunctive or equitable relief with respect to the Class as a whole.

23 55. **Manageability.** Plaintiff and Plaintiff’s counsel are unaware of any difficulties that

24 are likely to be encountered in the management of this action that would preclude its maintenance

25 as a class action.

COUNT ONE

Violation of California Unfair Competition Law

Cal. Bus. & Prof. Code §§ 17200, et seq.

(On Behalf of the California Subclass)

26 56. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by reference all

27 allegations contained in this complaint, as though fully set forth herein.

28

1 57. **California Subclass.** This cause of action is brought pursuant to Business and
2 Professions Code Section 17200, *et seq.*, on behalf of Plaintiff and a California Subclass who
3 purchased the Products within the applicable statute of limitations.

4 58. **The UCL.** California Business & Professions Code, sections 17200, *et seq.* (the
5 “UCL”) prohibits unfair competition and provides, in pertinent part, that “unfair competition shall
6 mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or
7 misleading advertising.”

8 59. **False Advertising Claims.** Defendants, in their labeling and advertising of the
9 Products, made false and misleading statements and fraudulent omissions regarding the quality and
10 characteristics of the Products—specifically, the Challenged Representations (i.e., that the Products
11 contain no artificial preservatives and 100% natural ingredients) — despite the fact the Products
12 contain citric acid, a well-documented artificial preservative and artificial ingredient. Such claim
13 and omission appear on the front labels of the Products, which are sold at retail stores, point-of-
14 purchase displays, and online.

15 60. **Defendants’ Deliberately False and Fraudulent Marketing Scheme.** Defendants
16 do not have any reasonable basis for the claims about the Products made in Defendants’ advertising
17 and on Defendants’ labeling because the Products contain citric acid, a well-documented artificial
18 preservative and artificial ingredient. Defendants knew and know that the Products contain citric
19 acid, yet Defendants intentionally advertise and market the Products to cause reasonable consumers
20 to believe that the Products are free from artificial preservatives and unnatural ingredient.

21 61. **False Advertising Claims Cause Purchase of Products.** Defendants’ labeling and
22 advertising of the Products led to, and continue to lead to, reasonable consumers, including Plaintiff,
23 believing that the Products are free from artificial preservatives and unnatural ingredient, to the
24 exclusion of artificial preservatives and unnatural ingredients.

25 62. **Injury In Fact.** Plaintiff and the California Subclass have suffered injury in fact and
26 have lost money or property as a result of and in reliance upon Defendants’ Challenged
27 Representations—namely Plaintiff and the California Subclass lost the purchase price for the
28 Products they bought from Defendants.

1 63. **Conduct Violates the UCL.** Defendants’ conduct, as alleged herein, constitutes
2 unfair, unlawful, and fraudulent business practices pursuant to the UCL. The UCL prohibits unfair
3 competition and provides, in pertinent part, that “unfair competition shall mean and include
4 unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading
5 advertising.” Cal. Bus & Prof. Code § 17200. In addition, Defendants’ use of various forms of
6 advertising media to advertise, call attention to, or give publicity to the sale of goods or merchandise
7 that are not as represented in any manner constitutes unfair competition, unfair, deceptive, untrue
8 or misleading advertising, and an unlawful business practice within the meaning of Business and
9 Professions Code Sections 17200 and 17531, which advertisements have deceived and are likely to
10 deceive the consuming public, in violation of Business and Professions Code Section 17200.

11 64. **No Reasonably Available Alternatives/Legitimate Business Interests.** Defendants
12 failed to avail themselves of reasonably available, lawful alternatives to further its legitimate
13 business interests.

14 65. **Business Practice.** All of the conduct alleged herein occurred and continues to occur
15 in Defendants’ business. Defendants’ wrongful conduct is part of a pattern, practice and/or
16 generalized course of conduct, which will continue on a daily basis until Defendants voluntarily
17 alter its conduct or Defendants are otherwise ordered to do so.

18 66. **Injunction.** Pursuant to Business and Professions Code Sections 17203 and 17535,
19 Plaintiff and the members of the California Subclass seek an order of this Court enjoining
20 Defendants from continuing to engage, use, or employ their practice of labeling and advertising the
21 sale and use of the Products. Likewise, Plaintiff and the members of the California Subclass seek
22 an order requiring Defendants to disclose such misrepresentation, and to preclude Defendants’
23 failure to disclose the existence and significance of said misrepresentation.

24 67. **Causation/Damages.** As a direct and proximate result of Defendants’ misconduct in
25 violation of the UCL, Plaintiff and members of the California Subclass were harmed in the amount
26 of the purchase price they paid for the Products. Further, Plaintiff and members of the California
27 Subclass have suffered and continue to suffer economic losses and other damages including, but not
28 limited to, the amounts paid for the Products, and any interest that would have accrued on those

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1 for the Products, and receive products of lesser standards than what they reasonably expected to
2 receive. Consumers cannot avoid any of the injuries caused by Defendants’ deceptive labeling
3 and/or advertising of the Products. Accordingly, the injuries caused by Defendants’ deceptive
4 labeling and advertising outweigh any benefits.

5 71. **Balancing Test.** Some courts conduct a balancing test to decide if a challenged
6 activity amounts to unfair conduct under California Business and Professions Code Section 17200.
7 They “weigh the utility of the Defendants’ conduct against the gravity of the harm to the alleged
8 victim.” *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1169 (9th Cir. 2012).

9 72. **No Utility.** Here, Defendants’ conduct of labeling the Products as containing “100%
10 Natural Ingredients” and “No Artificial Additives or Preservatives”—when the Products contain
11 citric acid, has no utility and financially harms purchasers. Thus, the utility of Defendants’ conduct
12 is vastly outweighed by the gravity of harm.

13 73. **Legislative Declared Policy.** Some courts require that “unfairness must be tethered
14 to some legislative declared policy or proof of some actual or threatened impact on competition.”
15 *Lozano v. AT&T Wireless Servs. Inc.*, 504 F. 3d 718, 735 (9th Cir. 2007).

16 74. **Unfair Conduct.** Defendants’ labeling and advertising of the Products, as alleged
17 herein, is false, deceptive, misleading, and unreasonable, and constitutes unfair conduct. Defendants
18 knew or should have known of their unfair conduct. Defendants’ misrepresentation constitutes an
19 unfair business practice within the meaning of California Business and Professions Code Section
20 17200.

21 75. **Reasonably Available Alternatives.** There existed reasonably available alternatives
22 to further Defendants’ legitimate business interests, other than the conduct described herein.
23 Defendants could have refrained from labeling the Products with the Challenged Representations.

24 76. **Defendants’ Wrongful Conduct.** All of the conduct alleged herein occurs and
25 continues to occur in Defendants’ business. Defendants’ wrongful conduct is part of a pattern or
26 generalized course of conduct repeated on thousands of occasions daily.

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1 89. **Additional Violations.** Defendants’ conduct in making the false representation
2 described herein constitutes a knowing failure to adopt policies in accordance with and/or adherence
3 to applicable laws, as set forth herein, all of which are binding upon and burdensome to its
4 competitors. This conduct engenders an unfair competitive advantage for Defendants, thereby
5 constituting an unfair, fraudulent and/or unlawful business practice under California Business &
6 Professions Code sections 17200-17208. Additionally, Defendants’ misrepresentation of material
7 facts, as set forth herein, violates California Civil Code sections 1572, 1573, 1709, 1710, 1711, and
8 1770, as well as the common law.

9 90. **Unlawful Conduct.** Defendants’ labeling and advertising of the Products, as alleged
10 herein, are false, deceptive, misleading, and unreasonable, and constitute unlawful conduct.
11 Defendants knew or should have known of its unlawful conduct.

12 91. **Reasonably Available Alternatives.** Defendants had reasonably available
13 alternatives to further their legitimate business interests, other than the conduct described herein.
14 Defendants could have refrained from labeling the Products with the Challenged Representations
15 and/or omitting the use of artificial preservatives and unnatural ingredients within the Products.

16 92. **Business Practice.** All of the conduct alleged herein occurs and continues to occur in
17 Defendants’ business. Defendants’ wrongful conduct is part of a pattern or generalized course of
18 conduct.

19 93. **Injunction.** Pursuant to Business and Professions Code Section 17203, Plaintiff and
20 the California Subclass seek an order of this Court enjoining Defendants from continuing to engage,
21 use, or employ their practice of false and deceptive advertising of the Products.

22 94. **Causation/Damages.** Plaintiff and the California Subclass have suffered injury in fact
23 and have lost money as a result of Defendants’ unfair conduct. Plaintiff and the California Subclass
24 paid an unwarranted premium for the Products. Specifically, Plaintiff and the California Subclass
25 paid for Products that were supposedly free from artificial preservatives and unnatural ingredients,
26 but instead purchased Products that contain citric acid – an artificial preservative and unnatural
27 ingredient. Plaintiff and the California Subclass would not have purchased the Products, or would
28 have paid substantially less for the Products, if they had known that the Products’ advertising and

1 labeling were deceptive. Accordingly, Plaintiff seeks damages, restitution and/or disgorgement of
2 ill-gotten gains pursuant to the UCL.

3 **COUNT TWO**

4 **Violation of California False Advertising Law**

5 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

6 ***(On Behalf of the California Subclass)***

7 95. **Incorporation by reference.** Plaintiff re-alleges and incorporates by reference all
8 allegations contained in this complaint, as though fully set forth herein.

9 96. **California Subclass.** Plaintiff brings this claim individually and on behalf of the
10 California Subclass who purchased the Products within the applicable statute of limitations.

11 97. **FAL Standard.** The False Advertising Law, codified at Cal. Bus. & Prof. Code
12 section 17500, *et seq.*, prohibits “unfair, deceptive, untrue or misleading advertising[.]”

13 98. **False & Material Challenged Representations Disseminated to Public.**
14 Defendants violated section 17500 when they advertised and marketed the Products through the
15 unfair, deceptive, untrue, and misleading Challenged Representations disseminated to the public
16 through the Products’ labeling, marketing, and advertising. This representation was false because
17 the Products do not conform to it. The representation was material because it is likely to mislead a
18 reasonable consumer into purchasing the Products.

19 99. **Knowledge.** In making and disseminating the representation alleged herein,
20 Defendants knew or should have known that the representation was untrue or misleading, and acted
21 in violation of § 17500.

22 100. **Intent to Sell.** Defendants’ Challenged Representations were specifically designed to
23 induce reasonable consumers, like Plaintiff and the California Subclass, to purchase the Products.

24 101. **Causation/Damages.** As a direct and proximate result of Defendants’ misconduct in
25 violation of the FAL, Plaintiff and members of the California Subclass were harmed in the amount
26 of the purchase price they paid for the Products. Further, Plaintiff and members of the Class have
27 suffered and continue to suffer economic losses and other damages including, but not limited to, the
28 amounts paid for the Products, and any interest that would have accrued on those monies, in an

1 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for violation of the FAL
 2 in damages, restitution, and/or disgorgement of ill-gotten gains to compensate Plaintiff and the
 3 California Subclass for said monies, as well as injunctive relief to enjoin Defendants' misconduct
 4 prevent ongoing and future harm that will result.

5 102. **Punitive Damages.** Defendants' unfair, fraudulent, and unlawful conduct described
 6 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive
 7 damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the
 8 intent to cause Plaintiff and consumers to pay for Products that they were not, in fact, receiving.
 9 Defendants willfully and knowingly disregarded the rights of Plaintiff and consumers as Defendants
 10 were aware of the probable dangerous consequences of its conduct and deliberately failed to avoid
 11 misleading consumers, including Plaintiff. Defendants' misconduct is oppressive as, at all relevant
 12 times, said conduct was so vile, base, and/or contemptible that reasonable people would look down
 13 upon it and/or otherwise would despise such corporate misconduct. Said misconduct subjected
 14 Plaintiff and consumers to cruel and unjust hardship in knowing disregard of their
 15 rights. Defendants' misconduct is fraudulent as Defendants, at all relevant times, intentionally
 16 misrepresented and/or concealed material facts with the intent to deceive Plaintiff and consumers.
 17 The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized,
 18 adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants.

19 **COUNT THREE**

20 **Violation of California Consumers Legal Remedies Act**

21 **Cal. Civ. Code §§ 1750, *et seq.***

22 ***(On Behalf of the California Subclass)***

23 103. **Incorporation by Reference.** Plaintiff re-alleges and incorporates by reference all
 24 allegations contained in this complaint, as though fully set forth herein.

25 104. **California Subclass.** Plaintiff brings this claim individually and on behalf of the
 26 California Subclass who purchased the Products within the applicable statute of limitations.
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1 105. **CLRA Standard.** The CLRA provides that “unfair methods of competition and unfair
2 or deceptive acts or practices undertaken by any person in a transaction intended to result or which
3 results in the sale or lease of goods or services to any consumer are unlawful.

4 106. **Goods/Services.** The Products are each a “good,” as defined by the CLRA in
5 California Civil Code §1761(a).

6 107. **Defendants.** Defendants are each a “person,” as defined by the CLRA in California
7 Civil Code §1761(c).

8 108. **Consumers.** Plaintiff and members of the California Subclass are “consumers,” as
9 defined by the CLRA in California Civil Code §1761(d).

10 109. **Transactions.** The purchase of the Products by Plaintiff and members of the
11 California Subclass are “transactions” as defined by the CLRA under California Civil Code §
12 1761(e).

13 110. **Violations of the CLRA.** Defendants violated the following sections of the CLRA by
14 selling the Products to Plaintiff and the California Subclass through the false, misleading, deceptive,
15 and fraudulent Challenged Representations.

- 16 a. Section 1770(a)(5) by representing that the Products have “characteristics, . . . uses
17 [or] benefits . . . which [they] do not have.”
- 18 b. Section 1770(a)(7) by representing that the Products “[are] of a particular standard,
19 quality, or grade . . . [when] [they are] of another.”
- 20 c. Section 1770(a)(9) by advertising the Products “with [the] intent not to sell [them] as
21 advertised.”

22 111. **Knowledge.** Defendants’ uniform and material representation regarding the Products
23 were likely to deceive, and Defendants knew or should have known that their representation was
24 untrue and misleading.

25 112. **Malicious.** Defendants’ conduct is malicious, fraudulent, and wanton in that
26 Defendants intentionally misled and withheld material information from consumers, including
27 Plaintiff, to increase the sale of the Products.
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1 **113. Plaintiff Could Not Have Avoided Injury.** Plaintiff and members of the California
2 Subclass could not have reasonably avoided such injury. Plaintiff and members of the California
3 Subclass were unaware of the existence of the facts that Defendants suppressed and failed to
4 disclose, and Plaintiff and members of the California Subclass would not have purchased the
5 Products and/or would have purchased them on different terms had they known the truth.

6 **114. Causation/Reliance/Materiality.** Plaintiff and the California Subclass suffered harm
7 as a result of Defendants’ violations of the CLRA because they relied on the Challenged
8 Representations in deciding to purchase the Products. The Challenged Representations were a
9 substantial factor. The Challenged Representations were material because a reasonable consumer
10 would consider it important in deciding whether to purchase the Products.

11 **115. Section 1782(d)—Prelitigation Demand/Notice.** Pursuant to California Civil Code,
12 section 1782, more than thirty days prior to the filing of this complaint, on or around October 15 of
13 2025, Plaintiff’s counsel, acting on behalf all members of the Class, mailed a Demand Letter, via
14 U.S. certified mail, return receipt requested, addressed to Defendant Dorskocil Manufacturing
15 Company, Inc. dba Petmate at the following addresses

16 a. 2300 E. Randol Mill Road Arlington, TX 76011

17 b. 1999 Bryan St., Suite 900 Dallas, TX 75201

18 **116. Causation/Damages.** As a direct and proximate result of Defendants’ misconduct in
19 violation of the CLRA, Plaintiff and members of the California Subclass were harmed in the amount
20 of the purchase price they paid for the Products. Further, Plaintiff and members of the Class have
21 suffered and continue to suffer economic losses and other damages including, but not limited to, the
22 amounts paid for the Products, and any interest that would have accrued on those monies, in an
23 amount to be proven at trial. Accordingly, Plaintiff seeks a monetary award for violation of this Act
24 in the form of damages, restitution, disgorgement of ill-gotten gains to compensate Plaintiff and the
25 California Subclass for said monies.

26 **117. Injunction.** Given that Defendants’ conduct violated California Civil Code section
27 1780, Plaintiff and members of the California Subclass are entitled to seek, and do hereby seek,
28 injunctive relief to put an end to Defendants’ violations of the CLRA and to dispel the public

1 misperception generated, facilitated, and fostered by Defendants' false advertising campaign.
2 Plaintiff has no adequate remedy at law. Without equitable relief, Defendants' unfair and deceptive
3 practices will continue to harm Plaintiff and the California Subclass. Accordingly, Plaintiff seeks
4 an injunction to enjoin Defendants from continuing to employ the unlawful methods, acts, and
5 practices alleged herein pursuant to section 1780(a)(2), and otherwise requires Defendants to take
6 corrective action necessary to dispel the public misperception engendered, fostered, and facilitated
7 through Defendants' deceptive labeling of the Products with the Challenged Representations.

8 **118. Punitive Damages.** Defendants' unfair, fraudulent, and unlawful conduct described
9 herein constitutes malicious, oppressive, and/or fraudulent conduct warranting an award of punitive
10 damages as permitted by law. Defendants' misconduct is malicious as Defendants acted with the
11 intent to cause Plaintiff and consumers to pay for Products that they were not, in fact, receiving.
12 Defendants willfully and knowingly disregarded the rights of Plaintiff and consumers as Defendants
13 were, at all times, aware of the probable dangerous consequences of its conduct and deliberately
14 failed to avoid misleading consumers, including Plaintiff. Defendants' misconduct is oppressive as,
15 at all relevant times, said conduct was so vile, base, and/or contemptible that reasonable people
16 would look down upon it and/or otherwise would despise such corporate misconduct. Said
17 misconduct subjected Plaintiff and consumers to cruel and unjust hardship in knowing disregard of
18 their rights. Defendants' misconduct is fraudulent as Defendants, at all relevant times, intentionally
19 misrepresented and/or concealed material facts with the intent to deceive Plaintiff and consumers.
20 The wrongful conduct constituting malice, oppression, and/or fraud was committed, authorized,
21 adopted, approved, and/or ratified by officers, directors, and/or managing agents of Defendants.
22 Accordingly, Plaintiff seeks an award of punitive damages against Defendants.

COUNT FOUR

Breach of Express Warranty

(Individually and On Behalf of the California Subclass)

26 **119. Incorporation by Reference.** Plaintiff re-alleges and incorporates by reference all
27 allegations contained in this complaint, as though fully set forth herein.

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1 129. **Causation/Damages.** As a direct and proximate result of Defendants’ unjust
2 enrichment, Plaintiff and members of the Class were harmed in the amount of the purchase price
3 they paid for the Products. Further, Plaintiff and members of the Class have suffered and continue
4 to suffer economic losses and other damages including, but not limited to, the amounts paid for the
5 Products, and any interest that would have accrued on those monies, in an amount to be proven at
6 trial. Accordingly, Plaintiff seeks a monetary award for unjust enrichment in damages, restitution,
7 and/or disgorgement of ill-gotten gains to compensate Plaintiff and the Class for said monies, as
8 well as injunctive relief to enjoin Defendants’ conduct to prevent ongoing and future harm that will
9 result.

10 130. **Punitive Damages.** Plaintiff seeks punitive damages pursuant to this cause of action
11 for unjust enrichment on behalf of Plaintiff and the Class. Defendants’ unfair, fraudulent, and
12 unlawful conduct described herein constitutes malicious, oppressive, and/or fraudulent conduct
13 warranting an award of punitive damages as permitted by law. Defendants’ misconduct is malicious
14 as Defendants acted with the intent to cause Plaintiff and consumers to pay for Products that they
15 were not, in fact, receiving. Defendants willfully and knowingly disregarded the rights of Plaintiff
16 and consumers as Defendants were aware of the probable dangerous consequences of its conduct
17 and deliberately failed to avoid misleading consumers, including Plaintiff. Defendants misconduct
18 is oppressive as, at all relevant times, said conduct was so vile, base, and/or contemptible that
19 reasonable people would look down upon it and/or otherwise would despise such corporate
20 misconduct. Said misconduct subjected Plaintiff and consumers to cruel and unjust hardship in
21 knowing disregard of their rights. Defendants’ misconduct is fraudulent as Defendants, at all
22 relevant times, intentionally misrepresented and/or concealed material facts with the intent to
23 deceive Plaintiff and consumers. The wrongful conduct constituting malice, oppression, and/or
24 fraud was committed, authorized, adopted, approved, and/or ratified by officers, directors, and/or
25 managing agents of Defendants.

26 **PRAYER FOR RELIEF**

27 131. WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
28 prays for judgment against Defendants as follows:

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- a. **Certification:** For an order certifying this action as a class action, appointing Plaintiff as the Class Representative, and appointing Plaintiff’s Counsel as Class Counsel, consistent with applicable law;
- b. **Declaratory Relief:** For an order declaring that Defendants’ conduct violates the statutes and laws referenced herein, consistent with applicable law and pursuant to only those causes of action so permitted;
- c. **Injunction:** For an order requiring Defendants to change its business practices to prevent or mitigate the risk of the consumer deception and violations of law outlined herein. This includes, for example, orders that Defendants immediately cease and desists from selling the unlawful Products in violation of law; that enjoin Defendants from continuing to market, advertise, distribute, and sell the Products in the unlawful manner described herein; that require Defendants to engage in an affirmative advertising campaign to dispel the public misperception of the Products resulting from Defendants’ unlawful conduct; and/or that require Defendants to take all further and just corrective action, consistent with applicable law and pursuant to only those causes of action so permitted;
- d. **Damages/Restitution/Disgorgement:** For an order awarding monetary compensation in the form of damages, restitution, and/or disgorgement to Plaintiff and the Class, consistent with applicable law and pursuant to only those causes of action so permitted;
- e. **Punitive Damages/Penalties:** For an order awarding punitive damages, statutory penalties, and/or monetary fines, consistent with applicable law and pursuant to only those causes of action so permitted;
- f. **Attorneys’ Fees & Costs:** For an order awarding attorneys’ fees and costs, consistent with applicable law and pursuant to only those causes of action so permitted;
- g. **Pre/Post-Judgment Interest:** For an order awarding pre-judgment and post-judgment interest, consistent with applicable law and pursuant to only those causes of action so permitted; and
- h. **All Just & Proper Relief:** For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues and causes of action so triable.

DATED: February 4, 2026

MALK & POGO LAW GROUP, LLP

/s/ Valter Malkhasyan

Valter Malkhasyan, Esq.

Erik Pogosyan, Esq.

Counsel for Plaintiff and the Proposed Class

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