

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

**CHRISTA ST. GERMAIN and DENNY
NIKOLOPOULOS, individually and on
behalf of all others similarly situated,**

Plaintiffs,

v.

**SCHELL & KAMPETER, INC. d/b/a
Diamond Pet Foods and/or Taste of the
Wild,**

Defendant.

Case No. 7:26-cv-7556

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Christa St. Germain and Denny Nikolopoulos (“Plaintiffs”), on behalf of themselves and all others similarly situated (the “Class”), bring this case against Defendant Schell & Kampeter, Inc. d/b/a Diamond Pet Foods (“Defendant”). Plaintiffs bring this action based upon personal knowledge of the facts pertaining to themselves and their own actions and, as to all other matters, upon information and belief, including the investigation by counsel.

NATURE OF THE ACTION

1. Dogs are widely regarded as important sources of companionship. “In contemporary Western societies, pets, especially dogs, have evolved beyond utilitarian roles to become emotionally significant companions.”¹ Most dog owners in the United States consider their dogs not merely pets, but valued, integral members of the family.² Indeed, “[n]early all U.S.

¹ Eirini Stamataki & Panagiota Tragantzopoulou, ‘*He’s Not Just a Dog... He’s Something Bigger... My Family.*’ *A Qualitative Study on Dog Ownership and Emotional Well-Being*, 13 HEALTHCARE 2666 (2025), <https://pmc.ncbi.nlm.nih.gov/articles/PMC12609035/>.

² Anna Brown, *About Half of U.S. Pet Owners Say Their Pets Are as Much a Part of Their Family as a Human Member*, PEW RES. CTR. (July 7, 2023), <https://www.pewresearch.org/short-reads/2023/07/07/about-half-us-of-pet-owners-say-their-pets-are-as-much-a-part-of-their-family-as-a-human-member/>.

pet owners (97%) say their pets are part of their family,” and the majority consider their pets “as much a part of their family as a human member.”³

2. Accordingly, the choice of what to feed their dog is a significant decision for pet owners. Dog owners are more attentive than ever to the health and safety of their dogs’ food, seeking to ensure vitality and longevity and to keep their dogs healthy and happy.⁴ Ninety percent of dog owners view their pet’s health as just as important—or more important—than their own.⁵ As a result, dog owners are willing to pay premium prices for premium, healthy, and safe dog food products.⁶

3. This action arises from Defendant’s sale of its dangerous Taste of the Wild grain-free dog food,⁷ which is misleadingly represented as healthy, safe, and a diet inspired by nature,

³ *Id.*; see also *HABRI Benchmark Survey of U.S. Pet Owners*, HUM. ANIMAL BOND RES. INST., <https://habri.org/pet-owners-survey/> (last visited July 20, 2026).

⁴ Am. Pet Prods. Ass’n Team, *Research Insights on Premium & Functional Pet Foods*, AM. PET PRODS. ASS’N (Dec. 8, 2025), <https://americanpetproducts.org/blog/research-insights-on-premium-functional-pet-foods>.

⁵ I. Mitic, *Insightful Pet Spending Statistics: Americans Are Spending More on Pets Than Ever*, FORTUNLY (March 27, 2026), <https://fortunly.com/statistics/pet-spending-statistics/>.

⁶ *Id.*; see also Molly Schleicher et al. *Determinants of pet food purchasing decisions*, 10 CANADIAN VETERINARY J. 644-650 (2019), <https://pmc.ncbi.nlm.nih.gov/articles/PMC6515811/>; *Consumers Are Willing to Spend More Money on Pet Food Than Food for Themselves*, QRILL PET, <https://www.qrillpet.com/blog-and-news/consumers-are-willing-to-spend-more-money-on-their-pet-food> (last visited July 20, 2026); Jordan Tyler, *Survey: Pet Owners Will Pay a Premium for Certain Pet Food Attributes*, MEAT+POULTRY (Apr. 14, 2023), <https://www.meatpoultry.com/articles/28319-survey-pet-owners-will-pay-a-premium-for-certain-pet-food-attributes>.

⁷ This includes all wet and dry Taste of the Wild grain-free recipes: Appalachian Valley Small Breed Canine Recipe, High Prairie Canine Recipe, High Prairie Canine Recipe with Bison in Gravy, High Prairie Puppy Recipe, Pacific Stream Canine Recipe, Pacific Stream Canine Recipe with Salmon in Gravy, Pacific Stream Puppy Recipe, Pine Forest Canine Recipe, Sierra Mountain Canine Recipe, Sierra Mountain Canine Recipe with Lamb in Gravy, Southwest Canyon Canine Recipe, Southwest Canyon Canine Recipe with Beef in Gravy, Wetlands Canine Recipe, Wetlands Canine Recipe with Fowl in Gravy, Prey Angus Beef Limited Ingredient Recipe for Dogs, Prey Trout Limited Ingredient Recipe for Dogs, and Prey Turkey Limited Ingredient Recipe for Dogs.

when, in fact, there is no medical or scientific justification for feeding a dog a grain-free diet high in legume or pulse ingredients, and every dog that consistently consumes Taste of the Wild grain-free dog food has an increased risk of developing the fatal heart disease dilated cardiomyopathy (“DCM”) and related cardiac damage.

4. Less than 1% of dogs have food allergies or sensitivities, and of that miniscule percentage, plant-based or grain allergies are rarely implicated.⁸ Because there is no medical or scientific reason a dog should be fed a grain-free diet,⁹ pet owners are needlessly exposing their dogs to cardiac health risks by feeding them Taste of the Wild grain-free dog food, while also paying a premium for this dangerous dog food.

5. Historically, DCM in dogs was primarily considered an inherited, genetic disease predominantly affecting large breeds such as Doberman Pinschers, Great Danes, and Irish Wolfhounds.

6. However, certain diets have also been shown to cause and/or contribute to the development of the disease. Diet-associated DCM has been recognized since the late 1990s and early 2000s, when veterinary cardiologists and veterinary nutritionists began publishing studies

⁸ See, e.g., *Pet Food Allergies*, PET FOOD INST., <https://www.petfoodinstitute.org/pet-food-allergies/> (last visited July 20, 2026); *Banfield: Few Pets Allergic to Food; Flea, Environmental Allergies Rise*, AM. VETERINARY MED. ASS’N (June 27, 2018), <https://www.avma.org/javma-news/2018-07-15/banfield-few-pets-allergic-food-flea-environmental-allergies-rise>; Kara Burns, *Grain-Free Pet Foods: Fact vs Fiction*, VET. TEAM BRIEF (Mar. 2017), https://assets.ctfassets.net/4dmg311sxd6g/5wQ619HiXmwifD6LYiEHbt/b79ff2c0a76e8d47d6bf002ee049a419/grain-free-pet-foods_fact-vs-fiction-36366-article.pdf; see also Laura Lee, *Is a Grain-Free Diet Bad for Dogs? Usually, and Here’s Why*, GOODRX (Aug. 14, 2024), https://www.goodrx.com/pet-health/dog/is-grain-free-bad-for-dogs?srsId=AfmBOoqEiVnD8tHfLOU_UTc7vDBKkH32cgJMVBCqqmWnXgp0DyL-TK3t.

⁹ See, e.g., Lee, *supra* note 8.

linking the development of DCM to lamb and rice diets. These studies established that nutrition and diet can play a role in a dog developing DCM and related cardiac damage.

7. Lamb and rice diets were considered relatively novel when these studies were published, as they were not meaningfully introduced into the market until the 1980s and experienced a substantial rise in the dog food market share by the mid-1990s.

8. The recognition of diet-associated DCM and history of these lamb and rice diets put any prudent dog food manufacturer on notice that novel, untested formulations should be adequately tested for potential cardiac risks prior to and during commercial distribution.

9. Despite this notice and knowledge, Defendant conducted no feeding study to assess the safety of its novel Taste of the Wild grain-free dog food prior to launching it in 2007. To this day Defendant has not publicly disclosed any feeding study verifying the health or safety of its product.

10. As early as 2012, unbeknownst to consumers and the public, veterinarians began observing diet-associated DCM in non-predisposed dogs eating grain-free diets.

11. Further, Defendant has known or should have known for years about the significant risk grain-free diets specifically pose. By 2018, veterinarians were presenting and publishing independent scientific research in veterinary medical and scientific journals linking DCM and cardiac risks to consumption of grain-free diets.¹⁰

12. Knowledge of these health risks, however, was, and remains, largely confined to veterinary academia and industry participants such as Defendant, in part because despite its knowledge, Defendant and others in the grain-free dog food industry have taken numerous steps

¹⁰ See Darcy Adin et al., *Echocardiographic Phenotype of Canine Dilated Cardiomyopathy Differs Based on Diet Type*, 21 J. VET. CARDIOLOGY 1 (2019) (presented in abstract form at the American College of Veterinary Internal Medicine Forum, Seattle Wash., June 2018).

to minimize public awareness including but not limited to refusing to disclose the research and/or health risks on its website or packaging and suppressing or concealing material information regarding the association between its product and cardiac risks.

13. The growing body of scientific research demonstrates a causal association between consumption of certain grain-free diets, such as Taste of the Wild grain-free dog food, and cardiac damage, including development or exacerbation of DCM in dogs genetically pre-disposed to developing DCM, as well as in dogs not genetically pre-disposed to developing DCM.

14. These studies demonstrate, for example, that dogs consuming grain-free dog foods containing a high content of plant protein sources (legumes and pulses such as peas, lentils, chickpeas—also known as garbanzo beans—and derivatives of those ingredients such as pea flour and pea protein)¹¹ exhibit elevated levels of biomarkers resulting from myocardial injury.¹² These biomarkers include, but are not limited to, increased levels of N-terminal pro-B-type natriuretic peptide (“NT-proBNP”) resulting from stretching of the heart muscle, cTnI (“cardiac troponin-I/troponin”) resulting from stress or injury to the heart muscle, and the presence of atrial and ventricular arrhythmias.

15. Studies also demonstrate hearts of dogs consuming grain-free and/or high-legume dog foods exhibit statistically significant increases in the left ventricular internal diameter (“LVID”) at end diastole and/or at end systole¹³—this is a defining feature of DCM and a

¹¹ The relevant literature defines problematic diets as those that are grain-free or have one or more legume ingredients in the first ten ingredients listed on dog food packaging. *See* Caren Smith et al., *Investigation of Diets Associated with Dilated Cardiomyopathy in Dogs Using Foodomics Analysis*, SCI. REPS. (Aug. 5, 2021). All recipes of Taste of the Wild’s grain-free dog food at issue in this lawsuit are both grain-free and contain one or more legume ingredients in the top ten ingredients.

¹² *See infra* notes 14, 19.

¹³ *See infra* note 29.

significant risk factor for development and progression of DCM. Most of the top-selling grain-free dog foods in the United States, including Taste of the Wild, are also high in legume content. These foods are commonly marketed to the public and described as “grain-free,” not “high-legume,” dog food.

16. Other studies show improvement of canine cardiac function, including a full reversal of canine DCM, after a dog owner changes their dog’s diet from grain-free to a traditional diet.¹⁴ Defendant is aware of specific instances in which dogs diagnosed with DCM experienced cardiac improvement once they stopped consuming Taste of the Wild grain-free dog food.

17. Veterinary medical textbooks published in recent years likewise acknowledge that grain-free and/or high-legume dog foods are associated with the development or exacerbation of DCM and cardiac damage in dogs.¹⁵ These textbooks affirm diet-associated DCM as a differential diagnosis and recommend dogs diagnosed with DCM, or dogs that have elevated cardiac

¹⁴ See, e.g., Lisa Freeman et al., *Prospective Study of Dilated Cardiomyopathy in Dogs Eating Nontraditional or Traditional Diets and in Dogs with Subclinical Cardiac Abnormalities*, 36(2) J. VET. INTERN. MED. 451 (2022) (finding improvement in fractional shortening and longer survival times); Dana Haimovitz et al., *Effect of Diet Change in Healthy Dogs with Subclinical Cardiac Biomarker or Echocardiographic Abnormalities*, 36(3) J. VET. INTERN. MED. 1057 (2022) (finding decreased troponin and left ventricular internal systolic diameter in dogs fed grain-free diets after their diets were changed to grain-inclusive diets); Jennifer Jones, et al., *FDA Update on Dilated Cardiomyopathy: Fully and Partially Recovered Cases*, Presentation at the Kan. St. U.’s Scientific Forum Exploring Causes of Dilated Cardiomyopathy in Dogs (Sept. 29, 2020), https://ksvdl.org/resources/documents/dcm-forum/FDA_KSU-Science-Forum-slides_09-29-2020.pdf.

¹⁵ See, e.g., Wendy Ware & John Bonagura, *CARDIOVASCULAR DISEASE IN COMPANION ANIMALS DOG, CAT, AND HORSE* (CRC Press, 2nd ed. 2021); Etienne Côté et al., *ETTINGER’S TEXTBOOK OF VETERINARY INTERNAL MEDICINE*, VOL. 1 (Stephen Ettinger et al. eds., Elsevier, 9th ed. 2024); Etienne Côté et al., *ETTINGER’S TEXTBOOK OF VETERINARY INTERNAL MEDICINE*, VOL. 2 (Stephen Ettinger et al. eds., Elsevier, 9th ed. 2024); Larry Tilly et al., *BLACKWELL’S FIVE-MINUTE VETERINARY CONSULT – CANINE AND FELINE* (Larry P Tilly et al. eds., John Wiley & Sons, Inc., 7th ed. 2021); Leah Cohn & Etienne Côté, *CÔTÉ’S CLINICAL VETERINARY ADVISORY DOGS AND CATS* (Leah Cohen, et al. eds., Elsevier, 4th ed. 2019).

biomarkers prior to the full development of DCM, immediately switch off grain-free/high-legume dog foods.

18. These textbooks are educational resources for veterinary schools and programs and for veterinary school students, and they are not reasonably obtainable, commonly purchased, and read by members of the consuming public, nor are they written for a reasonable consumer's understanding—their target audience is veterinarians and veterinary students.

19. Many veterinarians have diagnosed dogs with diet-associated DCM where the dogs were fed a Taste of the Wild grain-free dog food diet and have advised their clients to immediately switch their dogs off the dog food. Defendant is aware of specific instances where veterinary cardiologists have made such diagnoses and recommendations.

20. When dog owners stop feeding their dogs these diets following a diagnosis, studies show that dogs' heart conditions can substantially improve (to a statistically significant degree), including full reversal of the disease, and in some instances even allowing discontinuation of cardiac medications (a phenomenon not observed in genetic forms of the heart disease).¹⁶

21. It is now established veterinary medical practice to recommend dog owners stop feeding their dogs grain-free diets immediately following a DCM diagnosis or detection of decreased cardiac function. There is also consensus among veterinarians, even for healthy dogs that do not demonstrate decreased cardiac function, to advise their owners not to feed their healthy dogs grain-free diets because of these known cardiac risks.

¹⁶ Haimovitz et al., *supra* note 14; Kara Fischer et al., *Pit Bull-Type Breeds with Dilated Cardiomyopathy Eating Nontraditional Diets Improve After Diet Change (2015–2022)*, 261(7) J. AM. VET. MED. ASSOC. 101 (2023); Ashley Walker, et al., *Association of Diet with Clinical Outcomes in Dogs with Dilated Cardiomyopathy and Congestive Heart Failure*, 40 J. VET. CARDIOLOGY 99 (2022); Kimberly Freid et al., *Retrospective Study of Dilated Cardiomyopathy in Dogs*, 35(1) J. VET. INTERN. MED. 58 (2021); Freeman et al., *supra* note 14; Jones et al. *supra* note 14.

22. All 17 varieties of the Taste of the Wild grain-free dog food product fall under the veterinary medical textbooks' description of diets that may increase a dog's risk for cardiac injury and development of DCM, in that every variety is a grain-free recipe with one or more legume ingredients in the top ten ingredients.

23. Defendant knew or should have known that a Taste of the Wild grain-free diet raises cardiac health risks.

24. Nonetheless Defendant markets and sells Taste of the Wild grain-free dog food as healthy and safe for all breeds of dogs, even those breeds predisposed to DCM or dogs that have been diagnosed with DCM and other cardiac diseases or injury. Nowhere on the dog food packaging or website does Defendant inform consumers that consumption of its products may increase a dog's risk of developing serious and potentially fatal cardiac damage.

25. Instead of acknowledging these cardiac risks to the public, one or more agents of Defendant have written letters to veterinarians pressing them to stop making recommendations against feeding Taste of the Wild grain-free dog food.

26. In misrepresenting its product and failing to inform consumers of the implications of consuming Taste of the Wild grain-free dog food, Defendant abuses the public's trust.

27. The false, misleading, deceptive, and inadequate packaging, marketing, and advertising means that New York consumers who purchase Taste of the Wild grain-free dog food are unaware that their dogs are at heightened risk of cardiac damage, including development of the fatal heart condition, DCM, and often do not find out unless their dog is diagnosed with a cardiac condition or suddenly dies (and they spend money for a necropsy).

28. Based on Defendant's misrepresentations and omissions, a reasonable consumer would expect that Taste of the Wild grain-free dog food is a healthy, safe, and natural food for

dogs and is formulated to mimic a dog's ancestral diet. However, the product poses a significant health risk. Yet, neither before nor at the time of purchase does Defendant notify consumers like Plaintiffs that its dog food is not healthy and poses significant cardiac health risks.

29. Plaintiffs and the Class would not have purchased Taste of the Wild grain-free dog food if they were fully aware of Defendant's false, deceptive, and misleading marketing and omissions because reasonable pet owners prefer dog food that is actually healthy and safe compared to dog food that is not, and would not knowingly purchase premium dog food that exposes their pet to an increased risk of cardiac damage that may result in their pet's death. At the very least, Defendant's false, deceptive, misleading marketing and omissions caused Plaintiffs and the Class to pay premium, inflated prices for Taste of the Wild grain-free dog food that were higher than they otherwise would have been, absent Defendant's deceptive acts and false advertising.

30. Accordingly, Plaintiffs bring their claims against Defendant individually and on behalf of a class of similarly situated persons for violations of the New York General Business Law § 349 and § 350.

PARTIES

31. Plaintiff Christa St. Germain is a natural person and citizen of New York who resides in Millbrook, Dutchess County, New York.

32. Plaintiff St. Germain purchased Taste of the Wild grain-free dog food numerous times throughout the life of her recently deceased Chow Chow, Milo, through Chewy shipped directly to her residence in Millbrook, New York.¹⁷ Prior to her purchase, Plaintiff St. Germain

¹⁷ Specifically, Plaintiff St. Germain purchased several varieties of Taste of the Wild grain-free dog food—including High Prairie Puppy Recipe, Pacific Stream Puppy Recipe, High Prairie Canine Recipe, Southwest Canine Canyon Recipe, and the Pacific Stream Canine Recipe—monthly at an approximate cost of \$38.00 to \$64.00 depending on the size of the bag.

viewed the packaging and marketing materials of Taste of the Wild grain-free dog food and saw the claims representing the product as healthy and safe dog food, inspired by what nature intends for dogs to eat. Based on the packaging and marketing, Plaintiff St. Germain believed Taste of the Wild grain-free dog food was similar to her dog's natural diet, mimicking what dogs ate in the wild, and would be a good, healthy, and safe option to feed her dog.

33. Plaintiff St. Germain understood these claims to be representations and warranties by Defendant that the Taste of the Wild grain-free dog food is free from health risks, but these representations and warranties are false, deceptive, and misleading. These representations were part of the basis of the bargain in that she would not have purchased Taste of the Wild grain-free dog food if the true facts about the dog food's health risks had been known, and she would not have paid inflated prices for the dog food because of Defendant's false, deceptive, and misleading marketing of the products. As a direct result of Defendant's misleading misrepresentations and omissions, Plaintiff St. Germain suffered economic injuries.

34. In May 2026, Milo developed a cough. Despite multiple communications with Milo's primary veterinarian over the following weeks, Milo's condition failed to improve and in June 2026, Milo was rushed to an emergency veterinary hospital because his breathing had become severely labored. There, the attendant veterinarian diagnosed Milo with severe heart disease, including an enlarged heart, heart failure, and other injuries consistent with DCM. The veterinarian specifically informed Plaintiff St. Germain that Taste of the Wild grain-free dog food likely caused Milo to develop DCM. Plaintiff St. Germain had no choice but to euthanize Milo that same day to end his severe pain. Milo was only five years old.

35. Plaintiff Denny Nikolopoulos is a natural person and citizen of New York who resides in Carmel, Putnam County, New York.

36. Plaintiff Nikolopoulos purchased Taste of the Wild grain-free dog food numerous times for his two French bulldogs, Obi and Maggie Pie, and his recently deceased French bulldog, Peggy Sue, through Amazon shipped directly to his residence in Carmel, New York, and on occasion purchased Taste of the Wild grain-free dog food at Tractor Supply Co. stores located at 80 Route 6 Unit 605, Baldwin Place, New York 10505, and 1253 RTE 311, Patterson, New York 12563, and Pet Supplies Plus Fishkill located at 738 US-9, Fishkill, New York 12524.¹⁸

37. Prior to his purchase, Plaintiff Nikolopoulos viewed the packaging, website, and marketing materials of Taste of the Wild grain-free dog food and saw the claims representing the product as healthy and safe dog food, inspired by what nature intends for dogs to eat. Based on the packaging and marketing, Plaintiff Nikolopoulos believed Taste of the Wild grain-free dog food was similar to his dog's natural diet, mimicking what dogs ate in the wild, and would be a good, healthy, and safe option to feed his dog.

38. Plaintiff Nikolopoulos understood these claims to be representations and warranties by Defendant that the Taste of the Wild grain-free dog food is free from health risks, but these representations and warranties are false, deceptive, and misleading. These representations were part of the basis of the bargain in that he would not have purchased Taste of the Wild grain-free dog food if the true facts about the dog food's health risks had been known and he would not have paid inflated prices for the dog food because of Defendant's false, deceptive, and misleading marketing of the products. As a direct result of Defendant's misleading misrepresentations and omissions, Plaintiff Nikolopoulos suffered economic injuries.

¹⁸ Specifically, Plaintiff Nikolopoulos purchased the Pacific Stream Canine Recipe and High Prairie Canine Recipe approximately once a month from January 2024 to November 2025.

39. Defendant Schell & Kampeter, Inc. d/b/a Diamond Pet Foods and/or Taste of the Wild is a Missouri corporation with its principal place of business and headquarters located in Meta, Missouri. Defendant is engaged in the business of manufacturing, marketing, and selling pet food products, including the Taste of the Wild brand grain-free dog food at issue in this lawsuit. Relevant to Plaintiffs' claims herein, Defendant is a leading manufacturer, packager, and distributor of pet food. Defendant has done business throughout New York at all times during the Class Period as defined below. Defendant advertises Taste of the Wild grain-free dog food through various means, including on-product representations, web-based marketing, and print advertisements. At all relevant times, Defendant has advertised, marketed, manufactured, distributed, and/or sold pet food, including the Taste of the Wild grain-free dog food at issue, to consumers in and throughout New York. At all relevant times, Defendant formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices set forth in this Complaint.

JURISDICTION AND VENUE

40. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as amended by the Class Action Fairness Act of 2005 ("CAFA"), because this case is a class action where the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of interest and costs, there are over 100 members of the putative class, and Plaintiffs, as well as most members of the proposed class, are citizens of different states than Defendant.

41. This Court has personal jurisdiction over Defendant for reasons including but not limited to the following: Defendant purposefully avails itself of this forum by conducting substantial business within New York and the United States District Court for the Southern District of New York such that Defendant has significant, continuous, and pervasive contacts with this

forum. Defendant has thus invoked the benefits and protections of the laws of the State of New York through Defendant's promotion, marketing, distribution, and sale of consumer goods, including Taste of the Wild grain-free dog food, in the consumer markets within the Southern District of New York. On its website, Defendant directs New York consumers to specific retailers throughout New York and within the Southern District of New York where consumers can purchase Taste of the Wild grain-free dog food. This website, which is consistently updated, reasonably implies that Defendant maintains continual contact with the state of New York, including the Southern District, for the purpose of selling Taste of the Wild grain-free dog food to New York consumers. Upon information and belief, Defendant must register Taste of the Wild grain-free dog food with the New York Department of Agriculture and Markets prior to selling Taste of the Wild grain-free dog food products in New York. Litigating Plaintiffs' suit in the Southern District of New York is not so gravely difficult and inconvenient for Defendant that Defendant is put at a severe disadvantage in comparison to Plaintiffs.

42. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant does substantial business in this District, a substantial part of the events giving rise to Plaintiffs' claims took place within this District, and Plaintiffs saw Defendant's representations and/or advertisements in this District.

FACTUAL ALLEGATIONS

I. Taste of the Wild grain-free dog food's causal association with DCM and related cardiac damage renders safe and healthy representations false, deceptive, and misleading.

A. DCM and related cardiac damage are potentially fatal.

43. DCM is a potentially fatal condition in which the heart loses its ability to pump blood effectively and efficiently because the left ventricle becomes enlarged and weakened. It is

the most common heart disease in large breed dogs and the second most common heart disease in all dogs.

44. Nevertheless, the true prevalence of DCM in dogs is unknown because occurrences are underreported, testing and treatment are complex and expensive, and diseases in dogs are not routinely tracked.

45. DCM progresses in stages, often beginning with an asymptomatic period in which no functional changes in cardiac tissue are demonstrated, followed by a period in which there may not be overt clinical symptoms, but cardiovascular and morphological changes can be observed. Before and during these initial phases, indicators of cardiac damage that is related to, consistent with, indicative of, or increases the risk of developing DCM, but does not rise to the level required to make a formal DCM diagnosis, may be detected.

46. Such indicators of cardiac damage include decreased fractional shortening, which calculates the percentage change in the left ventricle's diameter when contracting; increased levels of NT-proBNP in the bloodstream; increased levels of cardiac troponin-I in the bloodstream; reduced levels of taurine in the bloodstream; and/or atrial or ventricular arrhythmias.

47. Related cardiac damage includes dilation of the LVID, measured both at end-diastole ("LVIDd") and at end-systole ("LVIDs"), resulting in an increase to the volume of the left ventricle at end-diastole ("EDV") and/or increase to the volume of the left ventricle at end-systole ("ESV"); dilation of both ventricles of the heart; thinning and/or weakening of the ventricular muscles; and/or damage to the mitochondria of cells in the heart.

48. The preclinical or "occult" phase, in which dogs may not display any outward symptoms of cardiac deterioration, can last for several years in dogs. In the "occult" phase, there

are typically no outward clinical symptoms that would indicate to a pet owner that their dog's heart has started to deteriorate.

49. In the final stages of DCM, dogs present clinical signs of heart failure which can include respiratory distress, exercise intolerance, weakness, syncope (fainting), ascites (abdominal distension due to fluid accumulation), lethargy, weight loss due to reduced appetite, and sudden death. Some dogs present no observed symptoms prior to sudden death from fatal arrhythmias and congestive heart failure. Prognosis is often poor, resulting in significantly shortened lifespan, and survival of less than a year following diagnosis.

B. Defendant capitalized on untested diet trends to launch its novel grain-free, high-legume dog food.

50. Before 2007, the market share for grain-free dog foods was very low, accounting for less than 1% of the overall dog food market. However, the popularity of grain-free dog foods began to rise in a market-driven response to human nutritional trends, including “low-carb” diets such as “Atkins,” gluten-free, and “Paleo” diets.

51. Defendant, then a small dog food manufacturer in Missouri, took note of this trend and launched its Taste of the Wild grain-free dog food in 2007, marketing it as a healthier food that is consistent with “what nature intended” for dogs.

52. At that time, grain-free dog food was still novel, occupying a small fraction of the dog food market. When grains are eliminated from dog food, alternative sources of carbohydrates such as legume ingredients are needed to facilitate the extrusion process in dry dog food and to provide calories and other nutrients in place of grains. While some legume ingredients had been used in low quantities in pet foods before, grain-free manufacturers like Defendant began using them in much higher concentrations as a cheaper replacement for grains. These ingredients are less

expensive than animal protein ingredients, which lowers Defendant's cost of manufacturing Taste of the Wild grain-free food in comparison to dog food that contains grain.

53. Over the next decade, the grain-free market grew significantly, with grain-free dog food sales increasing to nearly 25% of all dog food sold. Defendant's gross revenues matched that substantial growth, and today Defendant claims to be the number one seller of grain-free dog food in the United States.

54. During this time, Defendant capitalized on the grain-free trend and continued to both add grain-free recipes to its catalog of dog foods and increase the quantities of legume ingredients in its recipes, so that by 2015 all of Defendant's Taste of the Wild grain-free recipes contained one or more legume ingredients in the top ten ingredients. It currently has seventeen different grain-free, high-legume recipes.

55. Defendant is part of a growing industry of so-called "healthy" and "natural" pet foods that appeal to consumer preference for safer, better-quality products. However, there is no scientific or medical justification for dogs to consume grain-free diets. Less than 1% of dogs have food allergies or sensitivities, and of that miniscule percentage, plant-based or grain allergies are rarely implicated.¹⁹

56. Defendant's false, deceptive, and misleading claims about Taste of the Wild grain-free dog food are designed to drive greater product sales and allow Defendant to charge a premium price because consumers who buy the dog food are willing to pay more for products represented as safe, healthy, and resembling a natural diet than for products sold without such representations.

¹⁹ See, e.g., Banfield, *supra* note 8.

57. Defendant did not employ a board-certified veterinary nutritionist at any stage during development of its grain-free formulas, and it has not conducted a single feeding study testing the healthfulness or safety of Taste of the Wild grain-free dog food.

C. The rise in the prevalence of grain-free high-legume dog food resulted in an increase in DCM and related cardiac damage in dog breeds not predisposed to the disease.

58. As a result of the surging usage of legume ingredients in the rapidly expanding grain-free dog food market, by as early as 2012, veterinary cardiologists began observing non-genetic, grain-free diet-induced incidences of DCM and related cardiac damage in dogs not historically known to inherit the disease nor to be typically susceptible to developing the disease, such as small-breed dogs. Following increased reports of diet-associated DCM in dogs eating grain-free diets and the growing number of scientific studies demonstrating the causal association between consumption of grain-free, high-legume diets and cardiac damage in dogs, veterinarians began warning against such diets and recommending immediate diet change for dogs diagnosed with DCM.

59. Since that time, scientific studies have demonstrated:

- a. Otherwise clinically healthy dogs eating grain-free, high-legume diets had statistically significantly higher concentrations of cardiac troponin and more instances of cardiac arrhythmias.²⁰

²⁰ Darcy Adin, et al., *Effect of Type of Diet on Blood and Plasma Taurine Concentrations, Cardiac Biomarkers, and Echocardiograms in 4 Dog Breeds*, 35 J. VET. INTERN. MED. 771 (2021); see also e.g., Lily Coppinger et al., *Echocardiographic and Electrocardiographic Findings in Irish Wolfhounds Eating High-Pulse or Low-Pulse diets*, 38(3) J. VET. INTERN. MED. 1300 (2024) (significantly higher percentage of Irish Wolfhounds eating high-pulse diets had cardiac arrhythmias compared to those eating low-pulse diets).

- b. Golden Retrievers eating nontraditional diets (diets that were grain-free and contained legumes) had significantly lower taurine concentrations and demonstrated more frequent cardiac systolic dysfunction (including decreased fractional shortening, increased LVID at diastole and systole, and lower ejection fraction), consistent with nutritionally-mediated DCM.²¹
- c. Dogs eating grain-free diets with pulses in the top 10 ingredients demonstrated lower ejection fraction and higher end-systolic volumes.²²
- d. Dogs eating grain-free diets and/or diets with legumes as main ingredients showed lower cardiac troponin levels, decreased median LVID, and increased fractional shortening after diet change, suggesting a decrease in cardiomyocyte injury and improved systolic performance when dogs are switched off grain-free/high-legume diets.²³
- e. Dogs diagnosed with DCM eating nontraditional diets (diets that were grain-free and/or contained legumes in the top 10 ingredients) that changed diets had a significantly greater decrease in normalized left ventricular diameter and significantly greater increase in fractional shortening compared to dogs eating traditional diets. Dogs eating nontraditional diets with diet change and dogs eating

²¹ Eric Ontiveros et al., *Development of Plasma and Whole Blood Taurine Reference Ranges and Identification of Dietary Features Associated with Taurine Deficiency and Dilated Cardiomyopathy in Golden Retrievers: A Prospective, Observational Study*, 15(5) PLOS ONE (2020).

²² Eric Owens et al., *Comparison of Echocardiographic Measurements and Cardiac Biomarkers in Healthy Dogs Eating Nontraditional or Traditional Diets*, 37(1) J. VET. INTERN. MED. 37 (2023).

²³ Haimovitz et al., *supra* note 14.

traditional diets had a significantly longer survival time compared to dogs eating nontraditional diets without diet change.²⁴

- f. Dogs eating grain-free diets at the time of diagnosis of DCM had significantly better clinical outcomes when diet change was part of their therapy, including improved survival time, and significant cardiac remodeling following diet change. Some dogs were able to have their cardiac medication dosages decreased over time and to come off cardiac medications after diet change.²⁵
- g. Dogs eating nontraditional diets (diets that were grain-free, contained legumes in the top 10 ingredients, and/or did not meet World Small Animal Veterinary Association recommendations) that had their diets changed had a larger percentage decrease in normalized systolic LVID compared to those that did not have their diets changed. Survival time was significantly longer for dogs with DCM eating nontraditional diets that had their diets changed compared to dogs eating nontraditional diets that did not have their diets changed.²⁶

60. Of particular significance to veterinary cardiologists was the diagnosis of DCM and related cardiac damage in non-genetically predisposed breeds that were consuming grain-free dog food, including Taste of the Wild grain-free dog food.

61. Veterinary cardiologists also recognized that consumption of grain-free dog food, including Taste of the Wild grain-free dog food, can exacerbate a genetically predisposed dog's risk of developing DCM and related cardiac damage.

²⁴ Fischer et al., *supra* note 16.

²⁵ Walker, et al., *supra* note 16.

²⁶ Freid et al., *supra* note 16; *see also e.g.*, Freeman et al., *supra* note 14.

62. Additionally, dogs with diet-associated DCM, including some dogs genetically predisposed to DCM, showed statistically significant improvement in cardiac function (and in some cases complete reversal of the disease) following cessation of the grain-free diet.²⁷

63. As a 2025 narrative review of recent published peer-reviewed studies has found, “[c]urrent evidence supports an association between grain-free diets and the development of DCM in dogs.”²⁸

64. Additionally, Plaintiffs’ expert biostatistician and epidemiologist has conducted a meta-analysis of published studies that demonstrates dogs who consume grain-free/high-legume diets have statistically significant larger LVID in both the diastolic and systolic states compared to dogs that consumed traditional, grain-inclusive dog food.

65. By combining information from all relevant studies, meta-analyses can provide more precise calculations of the effects of various interventions than those derived from the individual studies included within a review.²⁹ Meta-analyses are useful in every type of study, but they are now universally accepted in the context of observational studies. A meta-analysis of observational studies can provide the highest level of evidence that is practically feasible.

66. Plaintiffs’ expert identified 14 relevant studies.³⁰ The expert then examined the reported LVID diastolic and systolic measurements in each paper, pooled those results together,

²⁷ *Id.*, See also e.g., Haimovitz et al., *supra* note 14; Fischer et al., *supra* note 16; Walker, et al., *supra* note 16; Owens et al., *supra* note 21; Jennifer Jones et al., *supra* note 14.

²⁸ Lea Monard et al., *Role of Diet as a Predisposing Factor for Dilated Cardiomyopathy in Dogs: A Narrative Review*, 12(11) VET. SCI. 1106 (2025), <https://www.mdpi.com/2306-7381/12/11/1106>.

²⁹ See *Cochrane Handbook for Systematic Reviews of Intervention, Version 5.1*.

³⁰ See Adin et al., *supra* note 10; Adin et al., *supra* note 20; Sarah M. Cavanaugh et al., *Short-Term Amino Acid, Clinicopathologic, and Echocardiographic Findings in Healthy Dogs Fed a Commercial Plant-based Diet*, PLOS ONE (Oct. 12, 2021); Coppinger et al., *supra* note 20; Fischer et al., *supra* note 16; Freeman et al., *supra* note 14; Freid et al., *supra* note 16; Haimovitz et al.,

and ran a statistical analysis, which found that (1) dogs that consumed grain-free/high-legume diets had larger LVID measurements (both systolic and diastolic) than dogs that consumed traditional diets, and (2) the differences in the LVID measurements between the diet groups were highly statistically significant.

67. Plaintiffs' expert concluded that these meta-analysis findings strongly support the proposition that consumption of grain-free/high-legume diets is causally associated with the development of increased left ventricular diameters, which Defendant could have known had it conducted its own analysis.

68. Separately, Plaintiffs' expert analyzed studies on the clinical effects of switching to a traditional diet as compared to persisting with a grain-free/high-legume diet in dogs with DCM that had been on grain-free/high-legume diets prior to the DCM diagnosis.

69. These types of studies are referred to as "dechallenge" studies, where one observes the effect of removing a suspected problematic treatment (in this case, switching from a grain-free/high-legume diet to a traditional diet) and compares that effect to study participants who continued consuming the suspected problematic diet. Several researchers have noted the evidentiary value of dechallenge in causal inference.³¹

supra note 14; Stacey Leach et al., *Prospective evaluation of echocardiographic parameters and cardiac biomarkers in healthy dogs eating four custom-formulated diets*, 4 FRONT. ANIMAL SCI. 1 (2023); Ontiveros et al., *supra* note 20; Eric Owens et al., *supra* note 21; Chloe Quilliam et al., *Effects of a 28-day Feeding Trial of Grain-Containing Versus Pulse-Based Diets on Cardiac Function, Taurine Levels and Digestibility in Domestic Dogs*, PLOS ONE (2023); Pawanpreet Singh et al., *The Pulse of It: Dietary Inclusion of Up to 45% Whole Pulse Ingredients with Chicken Meal and Pea Starch in a Complete and Balanced Diet Does Not Affect Cardiac Function, Fasted Sulfur Amino Acid Status, or Other Gross Measures of Health in Adult Dogs*, 153(5) J. NUTRITION 1461 (2023); Walker et al., *supra* note 16.

³¹ See, e.g., Ping-Hwa Hsu & Ralph Stoll, *Causality Assessment of Adverse Events in Clinical Trials: II. An Algorithm for Drug Causality Assessment*, 27(2) DRUG. INFO. J. 387 (1993); Niti Mittal & Mahesh Gupta, *Comparison of Agreement and Rational Uses of the WHO and Naranjo Adverse Event Causality Assessment Tools*, 6(2) J. PHARMACOLOGY & PHARMACOTHERAPEUTICS

70. The expert identified two studies that provided adequate data to determine whether dogs that were diagnosed with DCM and stopped consuming grain-free/high-legume diets survived longer than those that continued consuming grain-free/high-legume diets. Not only did dogs that stopped consuming grain-free/high-legume diets live longer than those that did not, but there were also statistically significant improvements in LVID measurements and the left atrial:aortic ratio compared to the non-changers. Plaintiffs' expert's survivability analysis provides strong causal evidence that grain-free/high-legume diets are a contributing causal factor to the development of canine DCM.

71. In addition to his analysis of relevant studies, Plaintiffs' expert also reviewed and analyzed data from the Dog Aging Project ("DAP"), which has followed tens of thousands of pet dogs in the United States and recorded their diet and health. The DAP "dataset represents the largest primary data source of health information in dogs collected explicitly for use in translational medical research."³²

72. The expert identified dogs that developed DCM after enrollment in the Dog Aging Project and found that dogs fed a grain-free diet were about twice as likely to later develop DCM compared to dogs eating other diets. The expert concluded that, to a reasonable degree of scientific certainty, eating grain-free diets causes a statistically significant increased risk (approximately double that of other diets) of DCM in dogs.

91 (2015); Burton Singer & Ralph Horwitz, *Evidence to Guide Decision Making in Clinical Medicine*, in *STATISTICS IN THE PUBLIC INTEREST: IN MEMORY OF STEPHEN E. FIENBERG* 257 (2022).

³² Ashley N. Paynter, et al., *Veterinary Big Data: When Data Goes to the Dogs*, 11 *ANIMALS* 1872 (2021), <https://pmc.ncbi.nlm.nih.gov/articles/PMC8300140/pdf/animals-11-01872.pdf>; see also Dog Aging Project, <https://dogagingproject.org/project-details> (last visited July 20, 2026).

73. In response to increased reports from veterinary cardiologists of DCM in dogs not genetically predisposed to the disease that were eating grain-free diets, in July 2018, the United States Food and Drug Administration (“FDA”) began an investigation of reported incidents of non-hereditary DCM in dogs that are fed pet foods containing peas, lentils, or other legume seeds as main ingredients, most commonly seen in grain-free dog foods (like Taste of the Wild). The FDA has noted the reported incidents “involve a wide range of dog breeds, ages and weights.”³³

74. In subsequent updates, the FDA also noted that while cases of DCM are underreported, of the DCM cases reported to the FDA, Taste of the Wild grain-free dog food had the third highest prevalence, accounting for more than 12% of the total DCM cases. Privately labeled grain-free dog foods that Defendant manufactures were also highly prevalent in the amount of DCM cases reported to the FDA, including 4Health (which had the fourth highest prevalence) and Nature’s Domain (which had the seventh highest prevalence). The FDA also noted that, in addition to incidents of DCM, reports of other related cardiac damage were submitted.

75. The FDA Director for the Center for Veterinary Medicine (“CVM”) at the time, Dr. Steven Solomon, stated that “based off the adverse event reports [the FDA] have received, we have observed an association between certain diets and DCM.”³⁴

76. Dr. Solomon stated, “[W]hen there is a signal and an association that could impact human or animal health” the FDA has “a public health obligation to share that information transparently;” however, the FDA does “not view this as a regulatory issue” but “a matter of science.”

³³ <https://www.fda.gov/animal-veterinary/outbreaks-and-advisories/fda-investigation-potential-link-between-certain-diets-and-canine-dilated-cardiomyopathy>.

³⁴ <https://ksvdl.org/resources/documents/dcm-forum/DCM-Forum-SolomonOpeningRemarks.pdf>.

77. Dr. Solomon further noted, “CVM does not review or declare any particular type of pet food as ‘safe’ the way we do with animal drugs.”

78. When the FDA began its ongoing investigation into reports of DCM in dogs eating grain-free diets, it asked pet food manufacturers, including Defendant, to contribute to the investigation and to provide diet formulations to assist in better understanding the relationship with non-hereditary DCM.

79. However, Defendant has refused to collaborate with the FDA’s DCM investigation and has resisted any investigation effort by the FDA.

80. Instead, Defendant has actively suppressed public knowledge of the FDA’s investigation and veterinary recommendations that pet owners avoid feeding dogs grain-free dog foods by attempting to block or remove public comments on various product review websites that refer to the FDA’s reports or that discuss or suggest a link between Taste of the Wild grain-free dog food and DCM.

81. Defendant also exerted political pressure in an attempt to slow down and terminate the FDA’s DCM investigation, including engaging in an expansive lobbying campaign.

82. Defendant’s pressure tactics were largely successful, and in December 2022, the FDA announced it did not intend to release further updates on the investigation but rather to continue “to encourage research and collaboration by academia, veterinarians, and the industry.”

83. Despite actively working to suppress information and curb the FDA investigation, Defendant states that it “continue[s] to monitor and support ongoing research efforts, as our top priority is, and always will be, to provide pets with quality, safe food,” and in response to consumer inquiries, Defendant falsely asserts that the FDA’s DCM investigation has concluded, and that the

FDA has determined that Taste of the Wild grain-free dog food is not associated with causing or contributing to cause an increased risk of developing DCM.

84. Notwithstanding the novelty of grain-free, high-legume diets at the time of Taste of the Wild's launch in 2007 and subsequent alerts from veterinarians regarding serious cardiac risks associated with consumption of grain-free high-legume diets, as well as studies and FDA reports regarding the observed association, Defendant has never performed any safety testing of its Taste of the Wild grain-free dog food regarding cardiac outcomes in dogs.

85. Defendant has never conducted any clinically controlled, randomized study investigating Taste of the Wild grain-free dog food and its association with causing or contributing to cause an increased risk of developing DCM. In fact, other than palatability and digestion studies, Defendant has conducted no studies or feeding trials on its Taste of the Wild grain-free dog food, either before or after making the product available for sale in New York, to confirm the safety of the product. Defendant has represented that it does not feel compelled to conduct these studies because it believes the onus is on those claiming Taste of the Wild grain-free dog food is unsafe to prove their allegations, rather than on Defendant to ensure the safety of its own products.

D. Since at least 2018, Defendant has known of the cardiac health risks linked to its grain-free dog food, but has concealed these risks from consumers.

86. Since at least 2018, Defendant has been aware that its Taste of the Wild grain-free dog food increases the risk of serious cardiac health problems in dogs.

87. As early as 2018, Defendant was aware of accumulating scientific studies demonstrating a contributory or causal connection between consumption of grain-free high-legume diets and DCM and related cardiac damage in dogs.

88. As early as July 2018, Defendant was aware of the FDA’s alert regarding the reports of the DCM link “in dogs eating certain pet foods containing peas, lentils, other legume seeds” as main ingredients, “common in diets labeled as ‘grain-free’.”³⁵

89. As early as June 2019, Defendant was aware the FDA had named Taste of the Wild as the third most commonly reported grain-free dog food in reported DCM cases.

90. Defendant is aware that veterinarians recommend against feeding dogs a grain-free dog food, including Taste of the Wild grain-free dog food, because of the increased cardiac risks and because there is no medical or scientific justification for a dog to be on a grain-free diet.

91. From 2018 to 2022, Defendant received at least 110 consumer reports of canine DCM and other cardiac-related deaths in dogs that were fed grain-free dog food products manufactured by Defendant, including Taste of the Wild grain-free dog food.

92. Defendant is aware of dogs that have been diagnosed with diet-associated DCM due to eating Taste of the Wild grain-free dog food.

93. Defendant is aware that veterinarians have recommended that dogs who have been diagnosed with DCM avoid consuming Taste of the Wild and other grain-free dog foods, and Defendant does not inform consumers of those recommendations.

94. Despite this knowledge, Defendant has suppressed and concealed this information from the public. Defendant’s tactics included pressuring and even threatening veterinarians and consumers to stop recommending that dog owners avoid feeding dogs Taste of the Wild grain-free dog food.

³⁵<https://wayback.archive-it.org/7993/20201222194256/https://www.fda.gov/animal-veterinary/cvm-updates/fda-investigating-potential-connection-between-diet-and-cases-canine-heart-disease>

95. As alleged herein, Defendant has orchestrated and engaged in an expansive lobbying campaign to suppress and shut down the FDA's public reports regarding diet-associated DCM and cardiac risks.

96. As further alleged herein, Defendant has also attempted to block or remove public comments that refer to the FDA's reports or that discuss or suggest a link between Taste of the Wild grain-free dog food and DCM on various product review websites.

97. When Defendant has been unable to completely scrub a comment or complaint from public view, Defendant has resorted to outright lies in order to mislead and conceal information regarding FDA reports and the safety testing it has done on its grain-free dog food. For example, in May 2019, in response to a consumer whose dog died from diet-associated DCM after eating a Taste of the Wild grain-free dog food diet for the majority of its life, Defendant stated that "[T]he FDA has not listed any specific pet diets, food ingredients or manufacturers as a cause of DCM ... I don't know where you found it saying we use 6 week feeding trials. Like a lot on the internet, this is blatantly untrue. When we do feeding trials it is the standard 6 months long, like the other pet food manufacturers use."³⁶ In fact, as alleged herein, the FDA had identified specific pet diets and ingredients—grain-free, high-legume diets—and Defendant has never conducted a 6-month feeding trial on its Taste of the Wild grain-free dog food.

98. Internally, Defendant's Director of Veterinary Affairs recommended to an employee concerned about the association of DCM and Taste of the Wild grain-free dog food that she switch her dogs to a grain-inclusive diet. She also recommended to a consumer that she not feed her dog Taste of the Wild grain-free dog food because the dog was a breed predisposed to

³⁶ See May 30, 2019 Consumer Affairs Response from Taste of the Wild, <https://www.consumeraffairs.com/pets/taste-of-the-wild.html?page=2#sort=recent&filter=1>, (last visited July 20, 2026).

DCM, and stated that she does not feed her own dog Taste of the Wild grain-free dog food because her dog is a breed predisposed to DCM.

99. While Defendant's own employees, with the benefit of Defendant's knowledge, kept their pets safe and healthy by avoiding the product, the consuming public is being misled, deceived, and deprived of the material facts by packaging and marketing that affirmatively represents Taste of the Wild grain-free dog food as safe and healthy and omits material information regarding the increased cardiac risks.

100. At all relevant times, Defendant was aware that consumers would not purchase Taste of the Wild grain-free dog food if they knew that it was associated with cardiac damage and causing or contributing to cause an increased risk of developing or exacerbating DCM.

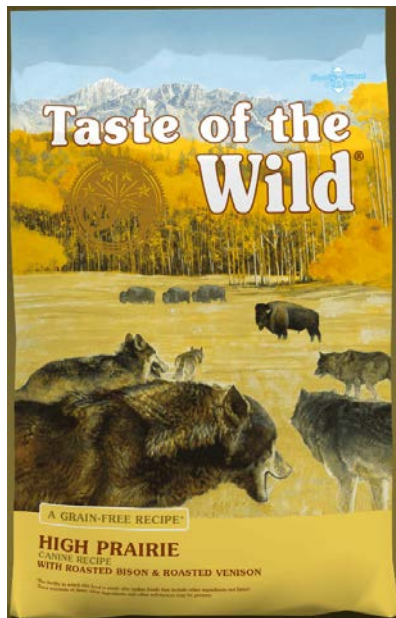
101. Defendant was also aware that by deceptively and falsely marketing Taste of the Wild grain-free dog food as safe and healthy, while concealing its knowledge of the increased cardiac risks the dog food causes, consumers are willing to purchase the product and pay a higher price than they otherwise would have, absent such deceptive acts and practices.

II. Defendant's false, deceptive, and misleading representations and concealment, suppression, and omission of material facts are actionable.

102. Defendant has endangered consumers' dogs by touting its dog food as healthy, safe, and inspired by nature when Defendant knows of these significant cardiac risks. Despite the fact that Taste of the Wild grain-free dog food is causally associated with an increased risk of cardiac injury and development of DCM, Defendant represents that it is healthy, safe, and is what nature intended for dogs to eat.

103. Defendant sells Taste of the Wild grain-free dog food with substantially similar misrepresentations and omissions across all product packaging and digital marketing.

104. Defendant's on-product packaging markets Taste of the Wild grain-free dog food as "a modern diet, inspired by nature" that provides dogs "all the nutrition they need to thrive."



A modern diet, inspired by nature:

their diet should provide them with all the nutrition they need to thrive.
And that is exactly what they get with Taste of the Wild.

105. The product packaging represents that legume ingredients "provide nutrients that help support your dog's overall well-being."

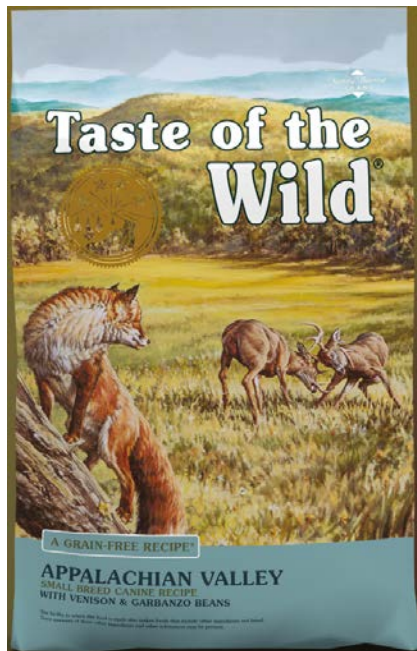
...provide nutrients that help support your dog's overall well-being,

106. The packaging represents that the recipes are good and healthy for dogs with representations such as:

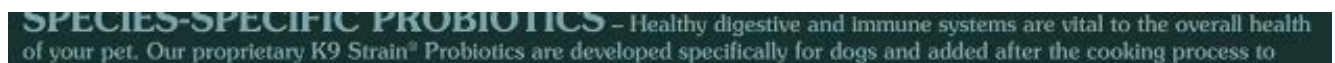
- "great for adult dogs;"
- "provide[s] complete nutrition and help[s] maintain the sleek condition of good health;"



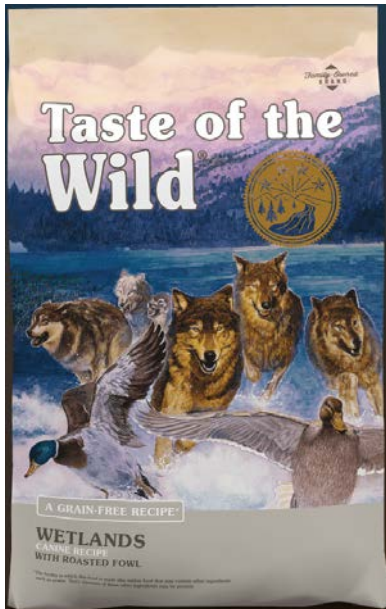
- “great for small breeds;”



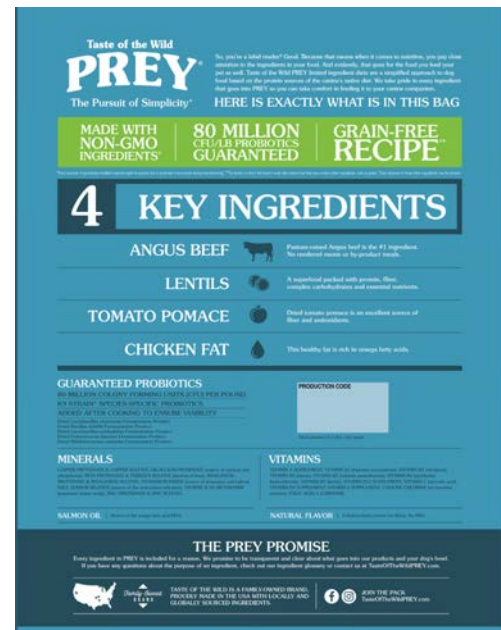
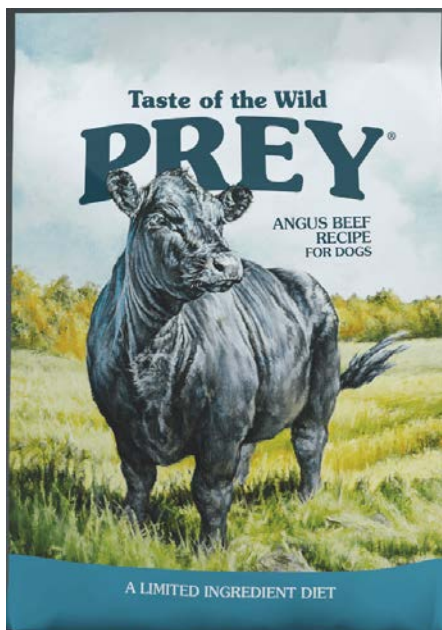
- provides ingredients for systems “vital to the overall health of your pet;”



- provides balanced nutrition with “protein sources ensur[ing] that adequate amounts of the building blocks for a healthy body are available;”



- “you can take comfort in feeding it to your canine companion;” or
- the ingredients, like legumes, are “a superfood packed with protein...and essential nutrients.”



food based on the protein sources of the canine's native diet. We take pride in every ingredient that goes into PREY so you can take comfort in feeding it to your canine companion.

LENTILS



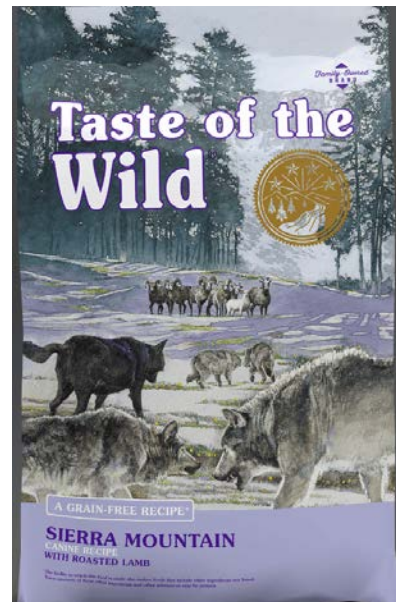
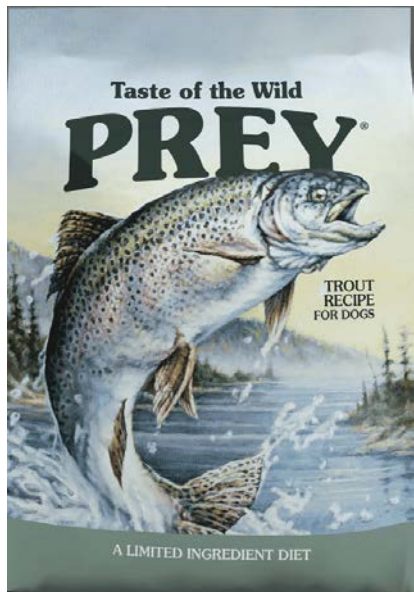
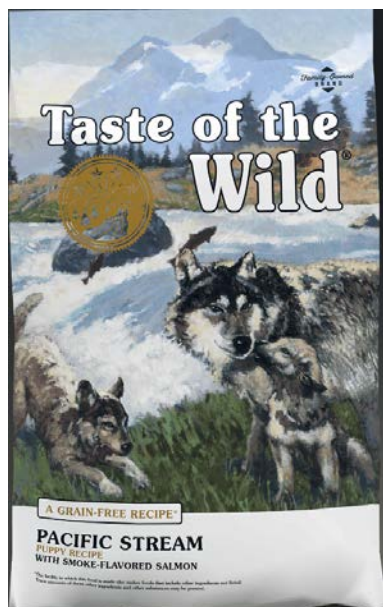
A superfood packed with protein, fiber, complex carbohydrates and essential nutrients.

107. Defendant states it “promises to be transparent and clear about what goes into our products and your dog’s bowl.”

THE PREY PROMISE

Every ingredient in PREY is included for a reason. We promise to be transparent and clear about what goes into our products and your dog’s bowl. If you have any questions about the purpose of an ingredient, check out our ingredient glossary or contact us at TasteOfTheWildPREY.com.

108. Each Taste of the Wild grain-free package also features images depicting natural scenes of Canidae and their prey in the wild.

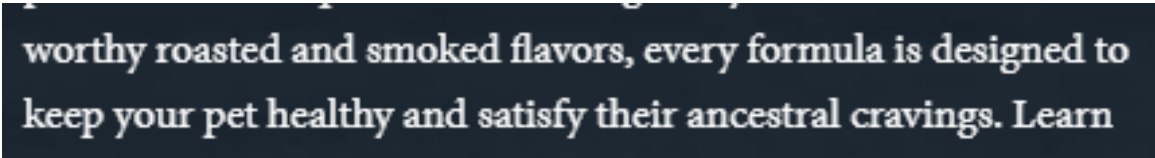


109. On every Taste of the Wild grain-free packaging, Defendant directs its consumers to its website.

110. Defendant’s website marketing of its Taste of the Wild grain-free recipes represents that its recipes are “complete and balanced” and that “every formula is designed to keep your pet healthy and satisfy their ancestral cravings.”

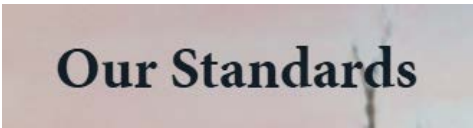


**Unique Ingredients
with a Unique Appeal**

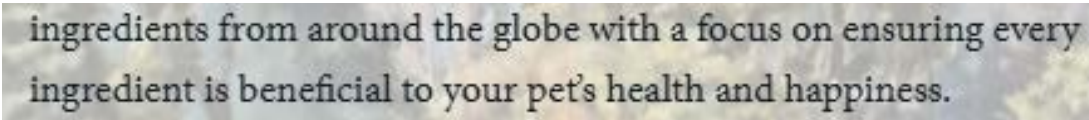


worthy roasted and smoked flavors, every formula is designed to keep your pet healthy and satisfy their ancestral cravings. Learn

111. Defendant represents that “every Taste of the Wild recipe will help [dogs] eat the way nature intended” and that the dog foods have “unique nutritional benefits” with a “focus on ensuring every ingredient is beneficial to your pet’s health and happiness.”



Our Standards



ingredients from around the globe with a focus on ensuring every ingredient is beneficial to your pet’s health and happiness.

112. Defendant’s web-based representations further claim “safety is our top priority” and that Taste of the Wild “adhere[s] to stringent and scientifically advanced food safety protocols,” and conducts “feeding trials” “to ensure the safest and most nutritious food possible.”

113. Each of these statements consists of pure and partial omissions as well as false, deceptive, and misleading representations regarding Taste of the Wild grain-free dog food's healthiness and safety for dogs. Each statement is false, deceptive, and misleading for the same reasons: the same or substantially similar representations cannot be true because the dog food is associated with causing or contributing to cause DCM and related cardiac damage as previously described.

114. As a result, Plaintiffs and the Class were injured by the full or partial purchase price of each package of Taste of the Wild grain-free dog food that was purchased because the product is worthless (or is of less value than Defendant represented it to be) in that Plaintiffs and the Class would not have purchased Taste of the Wild grain-free dog food at all had they been aware of all the material facts, and paid inflated prices for the dog food because of Defendant's false, deceptive, and misleading marketing of the products. In short, on account of Defendant's materially misleading practices, Plaintiffs and the Class purchased Taste of the Wild grain-free dog food and did not receive the full value of their purchase.

115. Plaintiffs and Class Members bargained for a product that is healthy and safe for consumption and were deprived of the basis of their bargain when Defendant sold them a product that increases the risks of serious cardiac health effects and that has no scientific or medical justification for being fed to any dog.

116. No reasonable consumer would expect that Taste of the Wild grain-free dog food marketed as healthy, safe, and based on a dog's natural diet would pose a risk to their dogs' cardiac health, safety, and well-being, or that it would cause or contribute to cause a fatal heart condition. Nor would a reasonable consumer expect that a dog food manufacturer introducing a novel grain-

free high-legume product had conducted no adequate feeding studies to ensure the healthfulness and safety of its product.

117. Moreover, because these facts relate to a critical health and safety-related deficiency in Taste of the Wild grain-free dog food, Defendant was under a continuous duty to disclose to Plaintiffs and Class Members the true standard, quality, and grade of the product and to disclose that Taste of the Wild grain-free dog food may be deleterious to dogs' health. Defendant also had a duty to disclose because of its unique, exclusive, and/or superior knowledge concerning the true nature of Taste of the Wild grain-free dog food, as well as its affirmative partial and misleading representations in its marketing of the product. Nonetheless, Defendant omitted, concealed, and misrepresented this information, as discussed herein.

118. Although Defendant is in the best position to know what content it placed on its packaging during the relevant timeframe, and the facts regarding the Taste of the Wild grain-free dog food's association with cardiac risks that rendered its representations misleading, to the extent necessary, Plaintiffs satisfy the requirements of Rule 9(b) by alleging the following facts with particularity:

119. **WHO:** Defendant made material misrepresentations and omissions of fact about Taste of the Wild grain-free dog food through its packaging, website, and marketing materials which represent that the product is healthy, safe, and similar to a dog's natural diet. These representations are misleading and constitute omitted material information regarding Taste of the Wild grain-free dog food's association with cardiac risks.

120. **WHAT:** Defendant's conduct here was, and continues to be, fraudulent because it omitted and concealed Taste of the Wild grain-free dog food's association with cardiac risks, including development of DCM. Thus, Defendant's conduct deceived Plaintiffs and Class

Members into believing that the dog food is similar to a dog's natural diet, healthy, and safe when it is not. Defendant knew or should have known that this information is material to reasonable consumers, including Plaintiffs and Class Members in making their purchasing decisions, yet it continued to pervasively market its product in this manner in the State of New York to convince consumers the product is similar to a dog's natural diet, healthy, and safe for dogs.

121. **WHEN:** Defendant made material misrepresentations and omissions during the putative class periods, including prior to and at the time Plaintiffs and Class Members purchased Taste of the Wild grain-free dog food, despite its knowledge of the product's association with cardiac risks, including development of DCM.

122. **WHERE:** Defendant's marketing message was uniform and pervasive, carried through material misrepresentations and omissions on Taste of the Wild grain-free dog food's packaging, website, and through marketing materials.

123. **HOW:** Defendant made material misrepresentations and omissions of fact regarding Taste of the Wild grain-free dog food, including the product's association with cardiac risks and development of DCM.

124. **WHY:** Defendant made the material misrepresentations and omissions detailed herein for the express purpose of inducing Plaintiffs, Class Members, and all reasonable consumers to purchase and/or pay for Taste of the Wild grain-free dog food, the effect of which was that Defendant profited by selling the product to hundreds of thousands of consumers.

125. **INJURY:** Plaintiffs and Class Members purchased, paid a premium (up to the full purchase price), or paid more for Taste of the Wild grain-free dog food when they otherwise would not have absent Defendant's misrepresentations and omissions.

CLASS ACTION ALLEGATIONS

126. Plaintiffs bring their claims for relief under Federal Rule of Civil Procedure 23 on behalf of the following Class:

All persons who purchased Taste of the Wild grain-free dog food in the State of New York from three years prior to the filing of the Complaint to the present.

127. Excluded from the Class are government entities, Defendant, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assignees, as well as any judicial officer presiding over this matter and the members of their immediate families and judicial staff.

128. Plaintiffs reserve the right to amend the class definition if discovery or further investigation reveals that the Class should be expanded or otherwise modified.

129. The proposed Class meets the criteria for certification under Rule 23.

130. ***Numerosity***. Members of the Class are so numerous that their individual joinder herein is impracticable. While the exact number of Class Members is unknown to Plaintiffs at this time, on information and belief, members of the Class number in the thousands.

131. ***Commonality*** and ***Predominance***. Common questions of law and fact exist as to all Class Members and predominate over questions affecting only individual Class Members. Common legal and factual questions include but are not limited to:

- a. Whether Defendant is responsible for the conduct alleged herein which was uniformly directed to all consumers who purchased Taste of the Wild grain-free dog food;

- b. Whether Defendant's misconduct set forth in this Complaint demonstrates that Defendant has engaged in deceptive acts or practices with respect to the advertising, marketing, and sale of Taste of the Wild grain-free dog food;
- c. Whether Defendant's false, deceptive, and misleading statements concerning Taste of the Wild grain-free dog food were likely to deceive the public and reasonable consumers;
- d. Whether Defendant made material misrepresentations and omissions regarding Taste of the Wild grain-free dog food's association with causing or contributing to cause DCM and related cardiac damage;
- e. Whether Defendant sold Taste of the Wild grain-free dog food at inflated prices as a result of its deceptive, false, misleading representations and material omissions;
- f. Whether Defendant violated New York's General Business Law by doing so; and
- g. Whether Plaintiffs and the Class are entitled to money damages under the same causes of action as the other members of the Class.

132. **Typicality.** Plaintiffs' claims are typical of the claims of the Class because Plaintiffs were subjected to the same or substantially similar allegedly unlawful conduct and damages in the same way in that Plaintiffs purchased Defendant's product and suffered a loss as a result of that purchase.

133. **Adequacy.** Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the Class Members they seek to represent, they have retained competent counsel experienced in prosecuting class actions, and they intend to prosecute

this action vigorously. The interests of the Class Members will be fairly and adequately protected by Plaintiffs and their counsel.

134. ***Superiority.*** The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Class Members. Individually, the Class Members may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense of all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of the case. Individualized litigation also presents the potential for inconsistent or contradictory judgments. In contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court on the issue of Defendant's liability. Class treatment of the liability issue will ensure that all claims and claimants are before this Court for consistent adjudication of liability issues.

135. Discovery will inform the proper form and manner of notice to Class Members. Plaintiffs anticipate, however, that notice by direct mail will be given to Class Members who can be specifically identified, including, without limitation, by the use of store records where Taste of the Wild grain-free dog food was purchased, the use of records from online retailers, and the use of information in Defendant's possession. In addition, notice may be published in appropriate publications, on the internet, in press releases, and in similar communications in a way that is targeted to reach those who may have purchased Taste of the Wild grain-free dog food.

136. Defendant has acted or failed to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

137. Without a class action, Defendant will continue a course of action that will result in further damages to Plaintiffs and members of the Class and will likely retain the benefits of its wrongdoing.

138. Based on the foregoing allegations, Plaintiffs' claims for relief include those set forth below.

FIRST CAUSE OF ACTION

**VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349
(On Behalf of Plaintiffs and the Class)**

139. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

140. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

141. This claim is brought under the laws of the State of New York.

142. Plaintiffs encountered the deceptive representations and omissions in New York at the point of sale in New York, the packaging was viewed in New York, and Plaintiffs accessed Defendant's website from New York.

143. "Unfair, deceptive, or abusive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in [New York]" are "unlawful" under New York General Business Law § 349.

144. Defendant engaged and continues to engage in unlawful, consumer-oriented deceptive acts and practices in New York by employing false, misleading, and deceptive representations and/or omissions about its Taste of the Wild grain-free dog food to consumers and members of the public in New York, including misrepresenting that Taste of the Wild is healthy and safe, when, in reality, canine consumption of the grain-free dog food is associated with causing

or contributing to the development of the potentially fatal heart disease DCM and related cardiac damage, as alleged herein.

145. The deceptive acts and practices Defendant committed in New York further include the omission, suppression, and concealment of the cardiac risks associated with consuming its products which are exclusively known to it and not reasonably obtainable by Plaintiffs and the Class, including, but not limited to:

- a. The existence of the cardiac damage associated with the Taste of the Wild grain-free dog food;
- b. Defendant's lack of any disclosure of such risks in any advertising, marketing, or packaging;
- c. Defendant threatening and pressuring veterinarians to stop recommending their clients avoid Taste of the Wild grain-free dog food;
- d. Defendant's internal admissions that dog owners avoid feeding their dogs Taste of the Wild grain-free dog food because of the DCM and related cardiac damage associated with consuming the products;
- e. Defendant's extensive political pressure and lobbying campaign to impede the FDA's DCM investigation; and
- f. Defendant's lack of safety testing despite its knowledge of the cardiac risks associated with consumption of Taste of the Wild; and
- g. The volume of customers contacting Defendant regarding their dog's DCM and/or related cardiac damage diagnoses after consuming Taste of the Wild grain-free dog food.

146. The deceptive acts and practices Defendant committed in New York were clearly consumer-oriented in that, among other things, the false, deceptive, and misleading representations it made were boilerplate in that those same representations were mass-distributed on its website and on the package of each bag of dog food it sold in New York. This means those representations not only have the potential to be repeated in order to deceive numerous similarly situated buyers, but that they were actually repeated to each Class Member on every bag of dog food sold.

147. Defendant's false, deceptive, and misleading representations, and its concealment, suppression, and omission of material facts, had the potential to and were likely to deceive reasonable consumers acting reasonably under the circumstances about the safety and healthiness of Taste of the Wild grain-free dog food.

148. Defendant's deceptive conduct complained of herein affected the public interest and consumers at large, including the thousands of New Yorkers affected by purchasing Taste of the Wild grain-free dog food that was falsely, deceptively, and misleadingly misrepresented and exposed their dogs to an increased risk of developing DCM that Defendant concealed, suppressed, and omitted.

149. Plaintiffs and Class Members suffered ascertainable losses as a direct and proximate result of Defendant's deceptive acts and practices. Plaintiffs and Class Members paid for Taste of the Wild grain-free dog food that was represented as healthy, safe, and what nature intended. They did not receive the full value of their purchase on account of Defendant's deceptive acts and practices. Instead, they received a product associated with causing or contributing to cause an increased risk of DCM and related cardiac damage and a diet that has no scientific or medical justification (a product that no reasonable consumer would value the same as the product Defendant represented it to be).

150. As a direct and proximate result of Defendant's unlawful deceptive acts and practices, Plaintiffs and each Class Member paid a purchase price that was higher than it otherwise would have been absent such deceptive acts and practices. The amount of Plaintiffs' and Class Members' overpayment is represented by the difference between the price they paid for Taste of the Wild grain-free dog food as represented and the price they would have paid (if anything) for the product as it actually is.

151. In the alternative, Plaintiffs and Class Members would not have purchased Taste of the Wild grain-free dog food at all but for Defendant's false, deceptive, and misleading representations and material omissions, because no reasonable pet owner would knowingly purchase a premium dog food that exposes their pet to an increased risk of developing a potentially fatal heart condition and that has no medical or scientific justification. Under this measure, Plaintiffs' and Class Members' damages equal the full purchase price paid for the products.

152. Defendant willfully or knowingly engaged in the unlawful conduct described herein in violation of New York Gen. Bus. Law § 349.

153. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed by law, including actual damages or statutory damages of \$50 (whichever is greater), treble damages, restitution, injunctive relief, and attorney's fees and costs.

SECOND CAUSE OF ACTION

VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 350 (On Behalf of Plaintiffs and the Class)

154. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

155. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

156. This claim is brought under the laws of the State of New York.

157. N.Y. Gen. Bus. Law § 350 states: “False advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful.”

158. N.Y. Gen. Bus. Law § 350-a(1) defines “false advertising” in part as “advertising, including labeling, of a commodity, or of the kind, character, terms or conditions of any employment opportunity if such advertising is misleading in a material respect. In determining whether any advertising is misleading, there shall be taken into account (among other things) not only representations made by statement, word, design, device, sound or any combination thereof, but also the extent to which the advertising fails to reveal facts material in the light of such representations with respect to the commodity or employment to which the advertising relates under the conditions prescribed in said advertisement, or under such conditions as are customary or usual.”

159. Defendant engaged in false advertising through each of the following categories of consumer-directed advertising, including but not limited to:

- a. *On-product representations.* Defendant’s packaging for all varieties of Taste of the Wild grain-free dog food includes representations that the products are healthy, safe, promote canine well-being, and are part of a dog’s natural diet, including statements that the products provide “all the nutrition [dogs] need to thrive,” “inspired by nature,” are “great for adult dogs,” and that legume ingredients “provide nutrients that help support your dog’s overall well-being.” These representations are misleading in a material respect because they represent the products as being healthy, safe, and a dog’s natural diet while failing to reveal that consumption of the products is associated with causing or contributing to cause an increased risk of DCM and related cardiac damage and

there is no medical or scientific justification for feeding a dog a grain-free diet—facts that are material in light of Defendant’s representations.

- b. *Website marketing.* Defendant’s website represents that its Taste of the Wild grain-free recipes are “complete and balanced,” “what nature intended,” that “every formula is designed to keep your pet healthy,” that “safety is our top priority,” that Defendant “adhere[s] to stringent and scientifically advanced food safety protocols,” and that Defendant conducts “feeding trials” “to ensure the safest and most nutritious food possible.” This advertising is misleading in a material respect because these safety and health representations fail to reveal that the products are associated with cardiac damage, that there is no scientific or medical justification for feeding a dog a grain-free diet, that Defendant has never conducted safety testing for cardiac outcomes, and that Defendant’s own Director of Veterinary Affairs has recommended against feeding the products to dogs predisposed to DCM.

160. Plaintiffs encountered the deceptive conduct and false advertising in New York at the point of sale in New York retail stores and online when purchasing the product, the packaging was viewed in New York, and Defendant’s website was accessed from New York.

161. Defendant’s deceptive conduct and false advertising complained of herein affected the public interest and consumers at large, including the thousands of New Yorkers affected by purchasing Taste of the Wild grain-free dog food that was falsely, deceptively, and misleadingly misrepresented, exposed their dogs to an increased risk of developing DCM, and has no scientific or medical justification, which Defendant concealed, suppressed, and omitted.

162. Plaintiffs and Class Members suffered ascertainable losses as a direct and proximate result of Defendant's false advertising. Plaintiffs and Class Members paid for Taste of the Wild grain-free dog food that was represented as healthy, safe, and mimicking a dog's natural diet. They did not receive the full value of their purchase on account of Defendant's false advertising. Instead, they received a product associated with causing or contributing to cause an increased risk of DCM and related cardiac damage and a diet that has no scientific or medical justification (a product that no reasonable consumer would value the same as the product Defendant represented it to be).

163. As a direct and proximate result of Defendant's unlawful deceptive acts and practices, Plaintiffs and each Class Member paid a purchase price that was higher than it otherwise would have been absent such deceptive acts and practices. The amount of Plaintiffs' and Class Members' overpayment is represented by the difference between the price they paid for Taste of the Wild grain-free dog food as represented and the price they would have paid (if anything) for the product as it actually is.

164. In the alternative, Plaintiffs and Class Members would not have purchased Taste of the Wild grain-free dog food at all but for Defendant's false, deceptive, and misleading representations and material omissions, because no reasonable pet owner would knowingly purchase a premium dog food that exposes their pet to an increased risk of developing a potentially fatal heart condition and that has no medical or scientific justification. Under this measure, Plaintiffs' and Class Members' damages equal the full purchase price paid for the products.

165. Defendant willfully or knowingly engaged in the unlawful conduct described herein in violation of N.Y. Gen. Bus. Law § 350.

166. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed by law, including actual damages or statutory damages of \$500 (whichever is greater), treble damages, restitution, injunctive relief, and attorney's fees and costs.

THIRD CAUSE OF ACTION

FRAUDULENT MISREPRESENTATION (On Behalf of Plaintiffs and the Class)

167. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

168. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

169. This claim is brought under the laws of the State of New York.

170. Defendant made representations about its Taste of the Wild grain-free dog food that are materially false including that the products are healthy, safe, promote canine well-being, and are part of a dog's natural diet, including statements that the products provide "all the nutrition [dogs] need to thrive," "inspired by nature," are "great for adult dogs," and that legume ingredients "provide nutrients that help support your dog's overall well-being."

171. Defendant knowingly or recklessly made these misrepresentations, in that they are false because the product is not healthy and safe because it is associated with an increased risk of cardiac injury and the development of DCM, as discussed throughout.

172. Defendant made these material misrepresentations with intent to induce Plaintiffs and Class Members to rely on them, in that Defendant knew no one would purchase the product, or purchase the product at the same price, if it were known that the dog food increased a dog's risk of cardiac injury and the development of DCM.

173. Plaintiffs and Class Members did in fact rely on these misrepresentations and purchased Taste of the Wild grain-free dog food to their detriment. Given the deceptive manner in

which Defendant advertised, marketed, represented, and otherwise promoted Taste of the Wild grain-free dog food, Plaintiffs' and Class Members' reliance on Defendant's misrepresentations was reasonable and justifiable.

174. Plaintiffs and Class Members did not know—nor could they have known through reasonable diligence—about the true quality of Taste of the Wild grain-free dog food because Defendant maintained unique, exclusive, and/or superior control over knowledge of material facts regarding the true quality of the product.

175. As a direct and proximate result of Defendant's fraudulent misrepresentations, Plaintiffs and Class Members were damaged in that they paid a purchase price that was higher than they otherwise would have been, or they would not have purchased the product at all, absent Defendant's misrepresentations.

176. Plaintiffs and the Class seek actual damages, punitive damages, attorney's fees, costs, and other such relief the Court deems proper.

FOURTH CAUSE OF ACTION

FRAUDULENT CONCEALMENT/OMISSION (On Behalf of Plaintiffs and the Class)

177. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

178. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

179. This claim is brought under the laws of the State of New York.

180. At all relevant times, Defendant made material omissions and concealments concerning Taste of the Wild grain-free dog food in that Defendant never disclosed that the dog food is causally associated with an increased risk of cardiac injury and development of DCM.

181. As explained throughout, Defendant was under a continuous duty to disclose to Plaintiffs and Class Members that the product was causally associated with an increased risk of cardiac injury and development of DCM because of Defendant's unique, exclusive, and/or superior knowledge concerning the true nature of Taste of the Wild grain-free dog food, as well as its affirmative partial and misleading representations in its marketing of the product.

182. Plaintiffs and Class Members did in fact rely on these omissions and purchased Taste of the Wild grain-free dog food to their detriment. Given the deceptive manner in which Defendant advertised, marketed, represented, omitted, concealed, and otherwise promoted Taste of the Wild grain-free dog food, Plaintiffs' and Class Members' reliance on Defendant's omissions was reasonable and justifiable.

183. Defendant made these material omissions and concealments with intent to induce Plaintiffs and Class Members to rely on them, in that Defendant knew no one would purchase the product, or purchase the product at the same price, if it were known that the dog food increased a dog's risk of cardiac injury and the development of DCM.

184. As a direct and proximate result of Defendant's fraudulent concealment and omissions, Plaintiffs and Class Members were damaged in that they paid a purchase price that was higher than they otherwise would have been, or they would not have purchased the product at all, absent Defendant's omissions.

185. Plaintiffs and the Class seek actual damages, punitive damages, attorney's fees, costs, and other such relief the Court deems proper.

FIFTH CAUSE OF ACTION

**UNJUST ENRICHMENT
(On Behalf of Plaintiffs and the Class)**

186. Plaintiffs repeat and reallege each and every allegation contained in all the foregoing paragraphs as if fully set forth herein.

187. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

188. This claim is brought under the laws of the State of New York.

189. Plaintiffs and Class Members conferred a benefit on Defendant when they purchased Taste of the Wild grain-free dog food, of which Defendant had knowledge. By its wrongful acts and omissions described herein, Defendant was unjustly enriched at the expense of Plaintiffs and Class Members.

190. The price premium Plaintiffs and Class Members paid at retail for Taste of the Wild grain-free dog food was passed through the distribution chain to Defendant's direct financial benefit, including through the increased revenue and sales volume Defendant commands as a result of the representations and omissions concerning the product's health, safety, and cardiac risk profile alleged herein. Defendant was therefore enriched directly at the expense of Plaintiffs and Class Members notwithstanding any intermediate role of retailers in the chain of distribution.

191. Defendant has profited from its unlawful, unfair, misleading, and deceptive practices at the expense of Plaintiffs and Class Members under circumstances in which it would be unjust for Defendant to be permitted to retain the benefit. It would be inequitable for Defendant to retain the profits, benefits, and other compensation obtained from its wrongful conduct as described herein in connection with selling Taste of the Wild grain-free dog food.

192. Plaintiffs and Class Members have been damaged as a direct and proximate result of Defendant's unjust enrichment because they would not have purchased Taste of the Wild grain-

free dog food on the same terms or for the same price had they known of the increased cardiac risks associated with the product.

193. Plaintiffs and Class Members are entitled to restitution and/or disgorgement of all profits, benefits, and other compensation obtained by Defendant for its inequitable and unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all Class Members, respectfully request that the Court enter judgment in favor of Plaintiffs and the Class and against Defendant as follows:

- (a) For an Order certifying the Class, as defined herein, and appointing Plaintiffs and Plaintiffs' Counsel to represent the Class as alleged herein;
- (b) For an Order declaring that Defendant's conduct violated N.Y. Gen. Bus. Law § 349 and § 350;
- (c) For an Order finding in favor of Plaintiffs and the Class on all counts asserted herein;
- (d) For an award of actual damages, as allowed by law in an amount to be determined;
- (e) For an award of statutory damages, treble damages, and punitive or exemplary damages, as allowed by law in an amount to be determined;
- (f) For an award of disgorgement of Defendant's profits, benefits, and other compensation and restitution, as allowed by law in an amount to be determined;
- (g) For an award of injunctive relief;
- (h) For an award of attorneys' fees, costs, and litigation expenses of this suit;
- (i) For prejudgment interest in all amounts awarded;

(j) For such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury on all issues so triable.

Dated: September 3, 2026

/s/ Daniel C. Perrone

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Attorneys for Plaintiffs

JS 44C/SDNY
REV. 12/2025**CIVIL COVER SHEET**

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

PLAINTIFFS

Christa St. Germain; Denny Nikolopoulos

DEFENDANTSSchell & Kampeter, Inc. d/b/a Diamond Pet Foods and/or
Taste of the Wild**ATTORNEYS (Firm Name, Address, And Telephone Number)**Perrone Law LLC, 3600 NJ-66, Suite 150
Neptune, New Jersey 07753; (833) 287-6748**ATTORNEYS (If Known)**

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

28 U.S.C. § 1332(d)(2)(A): Consumer class action alleging deceptive and misleading marketing and sale of grain-free dog food

Has this action, case, or proceeding, or one essentially the same, been previously filed in SDNY at any time? No ☒ Yes ☐
(If yes, Judge Previously Assigned)

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

Is this an international arbitration case? Yes ☐ No ☐

NATURE OF SUIT (PLACE AN [x] IN ONE BOX ONLY)Click here for: [Nature of Suit Code Descriptions.](#)**TORTS****ACTIONS UNDER STATUTES**

Contract	Torts		Forfeiture/Penalty	Bankruptcy	Other Statutes
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery Of Overpayment & Enforcement Of Judgment ☐ 151 Medicare Act ☐ 152 Recovery Of Defaulted Student Loans (Excl Veterans) ☐ 153 Recovery Of Overpayment Of Veteran's Benefits ☐ 160 Stockholders Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury Product Liability ☐ 367 Health Care/ Pharmaceutical ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth In Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure Of Property 21 USC 881 ☐ 690 Other Labor ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act (FMLA) ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act (ERISA)	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 Intellectual Property Rights ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks & Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced & Corrupt Organization Act (RICO) ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Satellite TV ☐ 850 Securities/ Commodities/ Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom Of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/ Review or Appeal of Agency Decision ☐ 950 Constitutionality Of State Statutes
Real Property	Civil Rights	Prisoner Petitions	Immigration	Social Security	
☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts To Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	☐ 440 Other Civil Rights (Non-Prisoner) ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/ Accommodations ☐ 445 Americans With Disabilities - Employment ☐ 446 Americans With Disabilities - Other ☐ 448 Education	Habeas Corpus ☐ 463 Alien Detainee ☐ 510 Motions To Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions Of Confinement	☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(G)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) Federal Tax Suits ☐ 870 Taxes (U.S. Plaintiff Or Defendant) ☐ 871 IRS-Third Party 26 USC 7609	

Check if demanded in complaint:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____ OTHER _____

Check YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

Do you claim this case is related to a civil case now pending in S.D.N.Y. as defined by Local Rule For Division of Business 13?
If so, state:

JUDGE _____ DOCKET NUMBER _____

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32) with an explanation as to why the cases are deemed related.

(PLACE AN X IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation (Transferred)
 ☐ 7 Appeal to District Judge from Magistrate Judge
- ☐ a. all parties represented
 ☐ b. At least one party is pro se.
 ☐ 8 Multidistrict Litigation (Direct File)

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

- ☐ 1 U.S. Government Plaintiff
 ☐ 2 U.S. Government Defendant
 ☐ 3 Federal Question (U.S. Government NOT A PARTY)
 ☒ 4 Diversity

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF ☒ 1	DEF ☐ 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF ☐ 3	DEF ☐ 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF ☐ 5	DEF ☒ 5
CITIZEN OF ANOTHER STATE	☐ 2	☐ 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	☐ 4	☐ 4	FOREIGN NATION	☐ 6	☐ 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Christa St. Germain - Millbrook, Dutchess County, New York;
Denny Nikolopoulos - Carmel, Putnam County, New York

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Schell & Kampeter, Inc. - 103 N. Olive St., Meta, Osage County, Missouri (principal place of business)

DEFENDANT(S) ADDRESS UNKNOWN

Representation is hereby made that, at this time, I have been unable, with reasonable diligence, to ascertain the residence addresses of the following Defendants:

COURTHOUSE ASSIGNMENT

I have reviewed Rules 18(a) and 20(a) of the Rules for the Division of Business Among District Judges, Southern District of New York, and I hereby certify that this case should be assigned to the courthouse indicated below pursuant thereto.

Check one: THIS ACTION SHOULD BE ASSIGNED TO:
(DO NOT check either box if this a PRISONER PETITION.)

☒ WHITE PLAINS ☐ MANHATTAN

DATE 09/03/2026 SIGNATURE OF ATTORNEY OF RECORD

RECEIPT #

Daniel Perrone

ADMITTED TO PRACTICE IN THIS DISTRICT

☐ NO
☒ YES (DATE ADMITTED Mo. 01 Yr. 2017)
 Attorney Bar Code # DP6971

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Tammi M. Hellwig, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)