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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SAYALI VILEKAR, Individually and On Behalf Of
All Others Similarly Situated,

Plaintiff,

v.

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

Defendant.

Case No.:

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 **CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

2 Plaintiff Sayali Vilekar (“Plaintiff”), individually and on behalf of all others similarly situated, for
3 her Class Action Complaint against Defendant Schell & Kampeter, Inc. (“Defendant”), states and alleges
4 as follows:

5 **NATURE OF THE ACTION**

6 1. This action arises from Defendant’s sale of its dangerous Taste of the Wild grain-free dog
7 food,¹ which is misleadingly represented as healthy, safe, and a diet inspired by nature, when, in fact,
8 there is no medical or scientific justification for feeding a dog a grain-free diet high in legume or pulse
9 ingredients, and every dog that consistently consumes Taste of the Wild grain-free dog food has an
10 increased risk of developing the fatal heart disease dilated cardiomyopathy (“DCM”) and related cardiac
11 damage.

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

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

19 4. However, certain diets have also been shown to cause and/or contribute to development of
20 the disease. Diet-associated DCM has been recognized since the late 1990s and early 2000s, when
21 veterinary cardiologists and veterinary nutritionists began publishing studies linking the development of
22
23

24 ¹ This includes all wet and dry Taste of the Wild grain-free recipes: Appalachian Valley Small Breed
25 Canine Recipe, High Prairie Canine Recipe, High Prairie Canine Recipe with Bison in Gravy, High Prairie
26 Puppy Recipe, Pacific Stream Canine Recipe, Pacific Stream Canine Recipe with Salmon in Gravy,
27 Pacific Stream Puppy Recipe, Pine Forest Canine Recipe, Sierra Mountain Canine Recipe, Sierra
28 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.

1 DCM to lamb and rice diets. These studies established that nutrition and diet can play a role in a dog
2 developing DCM and related cardiac damage.

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

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

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

12 8. As early as 2009, unbeknownst to consumers and the public, veterinarians began observing
13 diet-associated DCM in non-predisposed dogs eating grain-free diets.

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

18 10. Knowledge of these health risks, however, was, and remains, largely confined to veterinary
19 academia and industry participants such as Defendant, in part because despite its knowledge, Defendant
20 and others in the grain-free dog food industry have taken numerous steps to minimize public awareness
21 including but not limited to refusing to disclose the research and/or health risks on its website or packaging
22 and suppressing or concealing material information regarding the association between its product and
23 cardiac risks.

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

1 12. These studies demonstrate, for example, that dogs consuming grain-free dog foods
2 containing a high content of plant protein sources (legumes and pulses such as peas, lentils, chickpeas—
3 also known as garbanzo beans—and derivatives of those ingredients such as pea flour and pea protein)²
4 exhibit elevated levels of biomarkers resulting from myocardial injury. These biomarkers include but are
5 not limited to, increased levels of N-terminal pro-B-type natriuretic peptide (“NT-proBNP”) resulting
6 from stretching of the heart muscle, cTnI (“cardiac troponin-I/troponin”) resulting from stress or injury to
7 the heart muscle, and the presence of atrial and ventricular arrhythmias.

8 13. Studies also demonstrate hearts of dogs consuming grain-free and/or high-legume dog
9 foods exhibit statistically significant increases in the left ventricular internal diameter (“LVID”) at end
10 diastole and/or at end systole—this is a defining feature of DCM and significant risk factor for
11 development and progression of DCM. Most of the top-selling grain-free dog foods in the United States,
12 including Taste of the Wild, are also high in legume content. These foods are commonly marketed to the
13 public and described as “grain-free,” not “high-legume,” dog food.

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

18 15. Veterinary medical textbooks published in recent years likewise acknowledge that grain-
19 free and/or high-legume dog foods are associated with the development or exacerbation of DCM and
20 cardiac damage in dogs. These textbooks affirm diet-associated DCM as a differential diagnosis and
21 recommend dogs diagnosed with DCM, or dogs that have elevated cardiac biomarkers prior to the full
22 development of DCM, immediately switch off grain-free/high-legume dog foods.

23 16. These textbooks are educational resources for veterinary schools and programs and for
24 veterinary school students, and are not commonly purchased or read by members of the consuming public.

25
26 _____
27 ² The relevant literature defines problematic diets as those that are grain-free or have one or more legume
28 ingredients in the first ten ingredients listed on dog food packaging. 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.

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

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

9 19. It is now established veterinarian medical practice to recommend dog owners stop feeding
10 their dogs grain-free diets immediately following a DCM diagnosis or detection of decreased cardiac
11 function. It is also the consensus among veterinarians, for healthy dogs that do not demonstrate decreased
12 cardiac function, to advise their owners not to feed their healthy dogs grain-free diets because of these
13 known cardiac risks.

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

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

20 22. Nonetheless Defendant markets and sells Taste of the Wild grain-free dog food as healthy
21 and safe for all breeds of dogs, even those breeds predisposed to DCM or dogs that have been diagnosed
22 with DCM and other cardiac diseases or injury. Nowhere on the dog food packaging or website does
23 Defendant inform consumers of its product's association with serious cardiac health risks.

24 23. When one searches "DCM," "dilated cardiomyopathy," "cardiac risk," or "heart damage,"
25 in the search bar on Defendant's Taste of the Wild website, the search locates nothing responsive.

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

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

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

8 27. Based on Defendant's misrepresentations and omissions, a reasonable consumer would
9 expect that Taste of the Wild grain-free dog food is a healthy, safe, and natural food for dogs and is
10 formulated to mimic a dog's ancestral diet. However, the product poses a significant health risk. Yet,
11 neither before nor at the time of purchase does Defendant notify consumers like Plaintiff that its dog food
12 is not healthy and poses significant cardiac health risks.

13 28. Defendant's unlawful practices have caused financial injury to all California consumers
14 who have purchased Taste of the Wild grain-free dog food.

15 29. Accordingly, Plaintiff brings her claims against Defendant individually and on behalf of a
16 class of all others similarly situated for (1) violation of California's Unfair Competition Law ("UCL"),
17 Cal. Bus. & Prof. Code § 17200, et seq.; (2) violation of the Consumers Legal Remedies Act ("CLRA"),
18 Cal. Civ. Code § 1750, et seq.; (3) violation of California's False Advertising Law ("FAL"), Cal. Bus. &
19 Prof. Code § 17200, et seq.; (4) Fraud; (5) Fraudulent Inducement; (6) Fraudulent Omission or
20 Concealment; (7) Fraudulent Misrepresentation; (8) Negligent Misrepresentation; and (9) Quasi-
21 Contract/Unjust Enrichment.

22 **PARTIES**

23 30. Plaintiff Vilekar is a natural person and citizen of California who resides in Newark,
24 California. Ms. Vilekar brings this Class action on behalf of herself and similarly situated consumers
25 ("Class Members") who purchased Taste of the Wild grain-free dog food from three years prior to the
26 filing of this lawsuit to the present.

1 31. Ms. Vilekar has purchased Taste of the Wild grain-free dog food numerous times³ from
2 the Pet Food Express located at 39010 Paseo Padre Parkway, Fremont, California 94538. Prior to her
3 purchase, Ms. Vilekar reviewed the packaging and marketing materials of Taste of the Wild grain-free
4 dog food and saw the claims representing that the product is a healthy and safe dog food inspired by what
5 nature intends for dogs to eat. Ms. Vilekar understood these claims to be representations and warranties
6 by Defendant, that the Taste of the Wild grain-free dog food is free from health risks, but these
7 representations and warranties are false, deceptive, and misleading. Ms. Vilekar reasonably relied on these
8 representations and warranties in deciding to purchase the product, and these representations were part of
9 the basis of the bargain in that she would not have purchased Taste of the Wild grain-free dog food or
10 would not have purchased it on the same terms, if the true facts about its health risks had been known. As
11 a direct result of Defendant's material misrepresentations and omissions, Ms. Vilekar suffered economic
12 injuries.

13 32. Ms. Vilekar remains interested in purchasing dog food made by Defendant that is safe,
14 healthy, and inspired by a dog's natural diet in the future should Defendant's product be formulated to
15 align with these representations. But so long as Defendant formulates its Taste of the Wild grain-free,
16 high-legume dog food so as to pose health risks, Ms. Vilekar is unable to do so.

17 33. Defendant Schell & Kampeter, Inc. d/b/a Diamond Pet Foods and/or Taste of the Wild is a
18 Missouri corporation with its principal place of business and headquarters located in Meta, Missouri.
19 Defendant is engaged in the business of manufacturing, marketing, and selling pet food products,
20 including the Taste of the Wild brand grain-free dog food at issue in this lawsuit. Relevant to Plaintiff's
21 claims herein, Defendant is a leading manufacturer, packager, and distributor of pet food. Defendant has
22 done business throughout California at all times during the Class Period. Defendant advertises Taste of
23 the Wild grain-free dog food through various means, including on-product representations, web-based
24 marketing, and print advertisements. At all relevant times, Defendant has advertised, marketed,
25 manufactured, distributed, and/or sold pet food, including the Taste of the Wild grain-free dog food at
26 issue, to consumers in and throughout California. At all relevant times, Defendant formulated, directed,

27 _____
28 ³ Ms. Vilekar purchased Taste of the Wild grain-free dog food at a cost of about \$47.00 every one and a
half to two months from July 2022 to November 2024.

1 controlled, had the authority to control, and/or participated in the acts and practices set forth in this
2 Complaint.

3 **JURISDICTION AND VENUE**

4 34. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2)(A), as
5 amended by the Class Action Fairness Act of 2005 (“CAFA”), because this case is a class action where
6 the aggregate claims of all members of the proposed class are in excess of \$5,000,000.00, exclusive of
7 interest and costs, there are over 100 members of the putative class, and Plaintiff, as well as most members
8 of the proposed class, are citizens of different states than Defendant. This Court also has supplemental
9 jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.

10 35. This Court has personal jurisdiction over Defendant because Defendant purposefully
11 availed itself of this forum by conducting substantial business within California such that Defendant has
12 significant, continuous, and pervasive contacts with the State of California. Defendant thus has invoked
13 the benefits and protections of the laws of the State of California through its promotion, marketing,
14 distribution, and sale of consumer goods, including Taste of the Wild grain-free dog food, in the consumer
15 markets throughout the State of California and within the territorial boundaries of the United States
16 District Court for the Northern District of California. On its website, Defendant directs California
17 consumers to hundreds of specific retailers throughout California and within the Northern District of
18 California where consumers can purchase Taste of the Wild grain-free dog food. This website, which is
19 consistently updated, reasonably implies that Defendant maintains continual contact with the State of
20 California, including the Northern District, for the purpose of selling Taste of the Wild grain-free dog food
21 to California consumers. Defendant maintains two manufacturing facilities in the State of California at
22 which Defendant produces Taste of the Wild grain-free dog food and distributes it throughout the state.

23 36. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant does
24 substantial business in this District, a substantial part of the events giving rise to Plaintiff’s claims took
25 place within this District, and Plaintiff saw Defendant’s representations and/or advertisements in this
26 District.

FACTUAL ALLEGATIONS

I. Taste of the Wild Grain-Free Dog Food’s Association with DCM and Related Cardiac Damage Renders Safe and Healthy Representations False, Deceptive, and Misleading.

A. DCM and Related Cardiac Damage

37. DCM is a potentially fatal condition in which the heart loses its ability to effectively and efficiently pump blood 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.

38. While the true prevalence of DCM in dogs is unknown because occurrences are underreported, testing and treatment is complex and expensive, and diseases in dogs are not routinely tracked, DCM is estimated to affect roughly 1 in 100 dogs, and up to 58-63% of some large breed dogs.

39. 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.

40. 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 NTproBNP 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.

41. Related cardiac damage includes dilation of the LVID, measured both at end-diastole (“LVIDd”) and at end-systole (“LVIDs”), resulting in 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.

42. 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

1 outward clinical symptoms that would indicate to a pet owner that their dog’s heart has started to
2 deteriorate.

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

9 **B. Launch of Novel Grain-free, High-legume Dog Food**

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

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

17 46. At that time, grain-free dog food was still novel, occupying a small fraction of the dog food
18 market. When grains are eliminated from dog food, alternative sources of carbohydrates such as legume
19 ingredients are needed to facilitate the extrusion process in dry dog food and to provide calories and other
20 nutrients in place of grains. While some legume ingredients had been used in low quantities in pet foods
21 before, grain-free manufacturers like Defendant began using them in much higher concentrations as a
22 cheaper replacement for grains. These ingredients are less expensive than animal protein ingredients,
23 which lowers Defendant’s cost of manufacturing Taste of the Wild grain-free food in comparison to dog
24 food that contains grain.

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

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

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

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

13 51. Defendant did not employ a board-certified veterinary nutritionist at any stage during
14 development of its grain-free formulas, and it has not conducted a single feeding study substantiating its
15 claims about Taste of the Wild grain-free dog food.

16 **C. The Increase in DCM and Related Cardiac Damage in Dog Breeds Not**
17 **Predisposed to the Disease**

18 52. As a result of the surging usage of legume ingredients in the rapidly-expanding grain-free
19 dog food market, by as early as 2009, veterinary cardiologists began observing non-genetic, grain-free
20 diet-induced incidences of DCM and related cardiac damage in dogs not historically known to inherit the
21 disease nor to be typically susceptible to developing the disease, such as small-breed dogs. Following
22 increased reports of diet-associated DCM in dogs eating grain-free diets and the growing number of
23 scientific studies demonstrating the association between consumption of grain-free, high-legume diets and
24 cardiac damage in dogs, veterinarians began warning against such diets and recommending immediate
25 diet change for dogs diagnosed with DCM.

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

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

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

7 56. In response to increased reports from veterinary cardiologists of DCM in dogs not
8 genetically predisposed to the disease that were eating grain-free diets, in July 2018, the United States
9 Food and Drug Administration ("FDA") began an investigation of reported incidents of non-hereditary
10 DCM in dogs that are fed pet foods containing peas, lentils, or other legume seeds as main ingredients,
11 most commonly seen in grain-free dog foods (like Taste of the Wild). The FDA has noted the reported
12 incidents "involve a wide range of dog breeds, ages and weights."⁴

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

20 58. The FDA Director for the Center for Veterinary Medicine ("CVM") at the time, Dr. Steven
21 Solomon, stated that "based off the adverse event reports [the FDA] have received, we have observed an
22 association between certain diets and DCM."⁵

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

26 _____
27 ⁴ <https://www.fda.gov/animal-veterinary/outbreaks-and-advisories/fda-investigation-potential-link-between-certain-diets-and-canine-dilated-cardiomyopathy>.

28 ⁵ <https://ksvdl.org/resources/documents/dcm-forum/DCM-Forum-SolomonOpening-Remarks.pdf>.

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

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

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

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

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

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

17 66. Despite actively working to suppress information and curb the FDA investigation,
18 Defendant states that it “continue[s] to monitor and support ongoing research efforts, as our top priority
19 is, and always will be, to provide pets with quality, safe food,” and in response to consumer inquiries,
20 Defendant falsely asserts that the FDA’s DCM investigation has concluded, and that the FDA has
21 determined that Taste of the Wild grain-free dog food is not associated with causing or contributing to
22 cause an increased risk of developing DCM.

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

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

9 **D. Defendant's Knowledge and Concealment**

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

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

15 71. As early as July 2018, Defendant was aware of the FDA's alert regarding the reports of the
16 DCM link "in dogs eating certain pet foods containing peas, lentils, other legume seeds" as main
17 ingredients, "common in diets labeled as 'grain-free'."⁶

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

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

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

26 _____
27 ⁶ [https://wayback.archive-it.org/7993/20201222194256/https://www.fda.gov/animal-veterinary/cvm-
28 updates/fda-investigating-potential-connection-between-diet-and-cases-canine-heart-disease](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)

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

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

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

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

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

15 80. When Defendant has been unable to completely scrub a comment or complaint from public
16 view, Defendant has resorted to outright lies in order to mislead and conceal information regarding FDA
17 reports and the safety testing it has done on its grain-free dog food. For example, in May 2019, in response
18 to a consumer whose dog died from diet-associated DCM after eating a Taste of the Wild grain-free dog
19 food diet for the majority of its life, Defendant stated that "[T]he FDA has not listed any specific pet diets,
20 food ingredients or manufacturers as a cause of DCM ... I don't know where you found it saying we use
21 6 week feeding trials. Like a lot on the internet, this is blatantly untrue. When we do feeding trials it is the
22 standard 6 months long, like the other pet food manufacturers use." In fact, as alleged herein, the FDA
23 had identified specific pet diets and ingredients—grain-free, high-legume diets—and Defendant has never
24 conducted a 6-month feeding trial on its Taste of the Wild grain-free dog food.

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

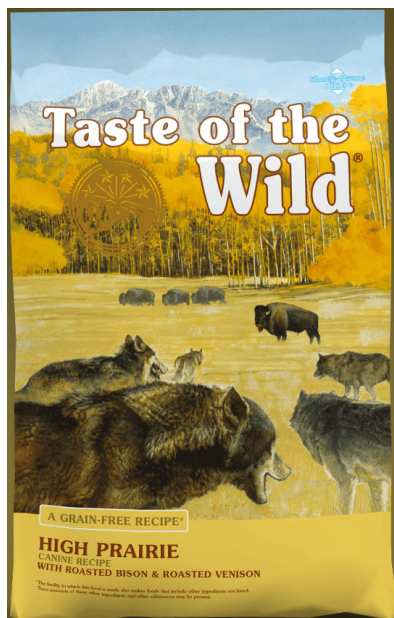
3 82. While Defendant’s own employees, with the benefit of Defendant’s knowledge, kept their
 4 pets safe and healthy by avoiding the product, other consumers were misled, deceived, and deprived of
 5 the material facts by packaging and marketing that affirmatively represented Taste of the Wild grain-free
 6 dog food as safe and healthy and omitted information regarding the increased cardiac risks.

7 83. Defendant is aware that consumers would not purchase Taste of the Wild grain-free dog
 8 food if they knew that it was associated with cardiac damage and causing or contributing to cause an
 9 increased risk of developing or exacerbating DCM.

10 **II. Defendant’s Misrepresentations and Omissions Are Actionable**

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

15 85. Defendant’s on-product packaging markets Taste of the Wild grain-free dog food as “a
 16 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.

86. The product packaging represents that legume ingredients “provide nutrients that help support your dog’s overall well-being.”

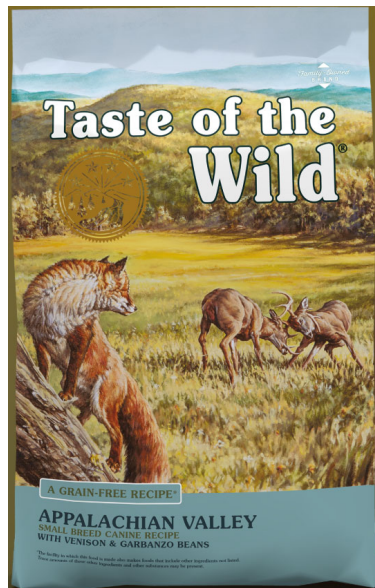
provide nutrients that help support your dog’s overall well-being.

87. 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;”



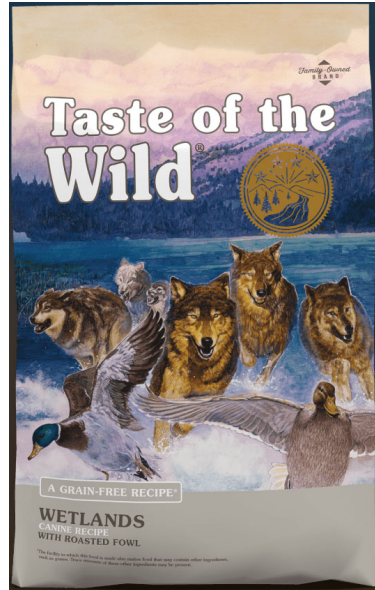
- “great for small breeds;”



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

SPECIES-SPECIFIC PROBIOTICS - Healthy digestive and immune systems are vital to the overall health of your pet. Our proprietary K9 Strain™ Probiotics are developed specifically for dogs and added after the cooking process to

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



Taste of the Wild
WETLANDS
 CANINE RECIPE
 WITH ROASTED FOWL
 A GRAIN-FREE RECIPE*

The foods in which the food's main ingredients had the same protein sources, such as protein. The protein of these other ingredients may be present.

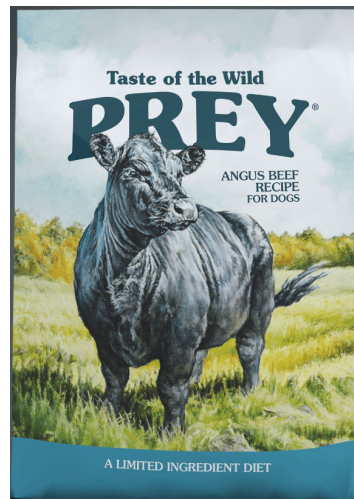
A modern diet, inspired by nature:
 Modern science proves that your dog shares the DNA of ancient canines, like the wolf. Years of domestication and excellent care have turned your dog from a fierce and wary hunter to a trusting best friend. Although their tastes demand something of the wild, their diet should provide them with all the nutrition they need to thrive. And that is exactly what they get with Taste of the Wild.

- ROASTED QUAIL, ROASTED DUCK & SMOKE-FLAVORED TURKEY** - This recipe is made with these protein sources and a grain-free recipe.
- SPECIES-SPECIFIC PROBIOTICS** - Healthy digestive and immune systems are vital for the overall health of your pet. Our proprietary 50-Billion CFU probiotic and prebiotic formula is specifically formulated to support canine health and immune systems.
- PROTEIN BLEND FOR BALANCED NUTRITION** - Multiple protein sources ensure that adequate amounts of the building blocks for a healthy body are available to meet your dog's needs.
- GREAT FOR ADULT DOGS** - This recipe is specifically designed to provide complete nutrition and help maintain the ideal condition of your best friend for years to come.
- DRIED CHICORY ROOT** - This source of probiotics also provides food for the beneficial probiotics bacteria in the digestive system.
- ANTIOXIDANTS** - Vegetables, legumes and fruits, including sweet potatoes, peas, lentils, blueberries and raspberries, provide nutrients that help support your dog's overall well-being, while guaranteed levels of zinc, vitamins and vitamin E support the immune system.

#1 INGREDIENT CAGE-FREE DUCK **80 MILLION CFU/LB OF GUARANTEED PROBIOTICS** **GRAIN FREE RECIPE**

PROTEIN BLEND FOR BALANCED NUTRITION - Multiple protein sources ensure that adequate amounts of the building blocks for a healthy body are available to meet your dog's needs.

- the ingredients, like legumes, are “a superfood packed with protein...and essential nutrients.”



Taste of the Wild
PREY
 The Pursuit of Simplicity

HERE IS EXACTLY WHAT IS IN THIS BAG

- MADE WITH NON-GMO INGREDIENTS***
- 80 MILLION CFU/LB OF GUARANTEED PROBIOTICS**
- GRAIN-FREE RECIPE***

4 KEY INGREDIENTS

- ANGUS BEEF** - Premium Angus beef is the #1 ingredient in natural flavor in this recipe.
- LENTILS** - A superfood packed with protein, fiber, complex carbohydrates and essential nutrients.
- TOMATO POMACE** - Dried tomato pomace is an excellent source of fiber and antioxidants.
- CHICKEN FAT** - The healthy fat is rich in omega fatty acids.

GUARANTEED PROBIOTICS
 80 MILLION CFU/LB OF GUARANTEED PROBIOTICS AND PREBIOTICS TO SUPPORT CANINE HEALTH AND IMMUNE SYSTEMS. MADE WITH THE LATEST IN PROBIOTIC STABILITY TECHNOLOGY.

MINERALS
 Includes calcium, phosphorus, potassium, sodium, magnesium, zinc, iron, copper, manganese, and selenium.

VITAMINS
 Includes vitamin A, vitamin B6, vitamin E, and vitamin K.

THE PREY PROMISE
 Every ingredient in PREY is included for a reason. We process it the natural way and that's what other dogs love to eat. And you love to see your dog thrive on the natural way.

MADE OF THE WILD IS A FAMILY OWNED BRAND. PROTEIN FROM THE USA WITH ONLY NEEDED INGREDIENTS. ONLY THE BEST.

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.

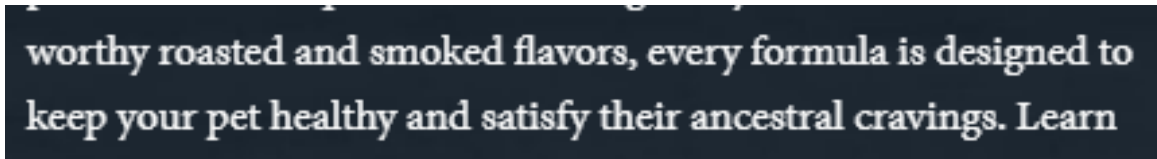
LENTILS A superfood packed with protein, fiber, complex carbohydrates and essential nutrients.

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

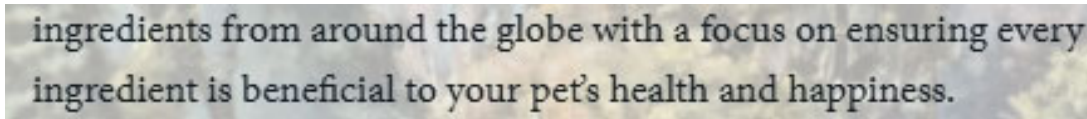
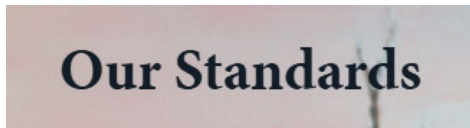


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6 89. On every Taste of the Wild grain-free packaging, Defendant directs its consumers to its
7 website.

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



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



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

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1 93. Each of these statements represent pure and partial omissions as well as misrepresentations
2 regarding Taste of the Wild grain-free dog food's healthiness and safety for dogs. As a result, Plaintiff
3 and the Class were injured by the full or partial purchase price of each package Taste of the Wild grain-
4 free dog food purchased because the product is worthless (or is of less value than Defendant represented
5 it to be) in that Plaintiff and the Class would not have purchased Taste of the Wild grain-free dog food at
6 all, or would not have purchased it at the same price, had they been aware of all the material facts.

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

11 95. No reasonable consumer would expect that Taste of the Wild grain-free dog food marketed
12 as healthy and safe would pose a risk to their dogs' cardiac health, safety, and well-being, or that it would
13 cause or contribute to cause a fatal heart condition. Nor would a reasonable consumer expect that a dog
14 food manufacturer introducing a novel grain-free high-legume product had conducted no adequate feeding
15 studies to substantiate its product claims. Accordingly, Plaintiff and Class Members suffered economic
16 injuries as a result of purchasing Taste of the Wild grain-free dog food.

17 96. Moreover, because these facts relate to a critical healthy and safety-related deficiency in
18 Taste of the Wild grain-free dog food, Defendant was under a continuous duty to disclose to Plaintiff and
19 Class Members the true standard, quality, and grade of the product and to disclose that Taste of the Wild
20 grain-free dog food may be deleterious to dogs' health. Defendant also had a duty to disclose because of
21 its unique, exclusive, and/or superior knowledge concerning the true nature of Taste of the Wild grain-
22 free dog food. Nonetheless, Defendant omitted, concealed, and misrepresented this information, as
23 discussed herein.

24 97. Although Defendant is in the best position to know what content it placed on its packaging
25 during the relevant timeframe, and the facts regarding the Taste of the Wild grain-free dog food's
26 association with cardiac risks that rendered its representations misleading, to the extent necessary, Plaintiff
27 satisfies the requirements of Rule 9(b) by alleging the following facts with particularity:
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1 98. **WHO:** Defendant made material misrepresentations and omissions of fact about Taste of
2 the Wild grain-free dog food through its packaging, website, and marketing materials which represent that
3 the product is healthy, safe, and similar to a dog's natural diet. These representations are misleading and
4 constitute omitted material information regarding Taste of the Wild grain-free dog food's association with
5 cardiac risks.

6 99. **WHAT:** Defendant's conduct here was, and continues to be, fraudulent because it omitted
7 and concealed Taste of the Wild grain-free dog food's association with cardiac risks, including
8 development of DCM. Thus, Defendant's conduct deceived Plaintiff and Class Members into believing
9 that the dog food is similar to a dog's natural diet, healthy, and safe when it is not. Defendant knew or
10 should have known that this information is material to reasonable consumers, including Plaintiff and Class
11 Members in making their purchasing decisions, yet it continued to pervasively market its product in this
12 manner in the State of California to convince consumers the product is similar to a dog's natural diet,
13 healthy, and safe for dogs.

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

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

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

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

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

4 **CLASS ACTION ALLEGATIONS**

5 105. Plaintiff brings her claims for relief under Federal Rules of Civil Procedure 23 on behalf
6 of the following Class (collectively, “the Class”):

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

9 106. Excluded from the Class are persons who made such purchase for purpose of resale;
10 Defendant and any entities in which Defendant has a controlling interest; Defendant’s officers, directors,
11 affiliates, legal representatives, co-conspirators, successors, subsidiaries, assignees, agents and
12 employees; the judge to whom this action is assigned; members of the judge’s staff; and the judge’s
13 immediate family.

14 107. Plaintiff reserves the right to amend the definition of the Class if discovery or further
15 investigation reveals that the Class should be expanded or otherwise modified.

16 108. The proposed class meets the criteria for certification under Rule 23.

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

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

- 23 a. Whether Defendant is responsible for the conduct alleged herein which was uniformly
24 directed to all consumers who purchased Taste of the Wild grain-free dog food;
- 25 b. Whether Defendant’s misconduct set forth in this Complaint demonstrates that
26 Defendant had engaged in unfair, fraudulent, or unlawful business practices with
27 respect to the advertising, marketing, and sale of Taste of the Wild grain-free dog food;
- 28

- 1 c. Whether Defendant’s false and misleading statements concerning Taste of the Wild
- 2 grain-free dog food were likely to deceive the public and reasonable consumers;
- 3 d. Whether Defendant made material misrepresentations and omissions regarding Taste
- 4 of the Wild grain-free dog food’s association with causing or contributing to cause
- 5 DCM and related cardiac damage;
- 6 e. Whether Defendant sold Taste of the Wild grain-free dog food at inflated prices as a
- 7 result of its deceptive, false, misleading representations and material omissions;
- 8 f. Whether Defendant committed the statutory and common law violations alleged
- 9 against Plaintiff and the Class by doing so; and
- 10 g. Whether Plaintiff and the Class are entitled to money damages under the same causes
- 11 of action as the other members of the Class.

12 111. **Typicality.** Plaintiff’s claims are typical of the claims of the Class because Plaintiff was
13 subjected to the same allegedly unlawful conduct and damages in the same way in that Plaintiff purchased
14 Defendant’s product in reliance on the representations described above and suffered a loss as a result of
15 that purchase.

16 112. **Adequacy.** Plaintiff is an adequate representative of the Class because her interests do not
17 conflict with the interests of the Class members she seeks to represent, she has retained competent counsel
18 experienced in prosecuting class actions, and she intends to prosecute this action vigorously. The interests
19 of the Class members will be fairly and adequately protected by Plaintiff and her counsel.

20 113. **Superiority.** The class mechanism is superior to other available means for the fair and
21 efficient adjudication of the claims of Class members. Individually, the Class members may lack the
22 resources to undergo the burden and expense of individual prosecution of the complex and extensive
23 litigation necessary to establish Defendant’s liability. Individualized litigation increases the delay and
24 expense of all parties and multiplies the burden on the judicial system presented by the complex legal and
25 factual issues of the case. Individualized litigation also presents the potential for inconsistent or
26 contradictory judgments. In contrast, the class action device presents far fewer management difficulties
27 and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a
28

1 single court on the issue of Defendant’s liability. Class treatment of the liability issue will ensure that all
2 claims and claimants are before this Court for consistent adjudication of liability issues.

3 114. Discovery will inform the proper form and manner of notice to Class Members. Plaintiff
4 anticipates, however, that notice by direct mail will be given to Class Members who can be specifically
5 identified, including, without limitation, by the use of store records where Taste of the Wild grain-free
6 dog food was purchased, the use of records from online retailers such as Amazon and Chewy, and the use
7 of information in Defendant’s possession. In addition, notice may be published in appropriate
8 publications, on the internet, in press releases, and in similar communications in a way that is targeted to
9 reach those who may have purchased Taste of the Wild grain-free dog food.

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

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

14 117. Based on the foregoing allegations, Plaintiff’s claims for relief include those set forth
15 below.

16 **COUNT I**

17 **(Violation of California’s Unfair Competition Law,**

18 **Cal. Bus. & Prof. Code §§ 17200, et seq.)**

19 118. Plaintiff realleges and incorporates by reference all paragraphs alleged above.

20 119. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

21 120. In the alternative to those claims seeking damages, Plaintiff and class members allege that
22 there is no adequate remedy at law.

23 121. Plaintiff and Class members have an equitable interest in the money they paid Defendant
24 for Defendant’s Taste of the Wild grain-free dog food, which they allege included misleading marketing,
25 advertising, and packaging.

26 122. By committing the acts and practices alleged herein, Defendant has violated California’s
27 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200-17210, which prohibits “any unlawful, unfair,
28 or fraudulent business act or practice,” as to the Class.

1 123. Defendant has violated the UCL’s proscription against engaging in Unlawful Business
2 Practices as a result of its violations of the CLRA, Cal. Civ. Code § 1770(a)(5), (a)(7), and (a)(9), and
3 violations of California’s False Advertising Law, in addition to violations of common law as alleged
4 below.

5 124. As more fully described above, Defendant’s misleading marketing, advertising, and
6 packaging of Taste of the Wild grain-free dog food is likely to deceive reasonable consumers. In addition,
7 Defendant has committed unlawful business practices by, inter alia, making the representations and
8 omissions of material facts, as set forth more fully herein. Plaintiff and the Class Members reserve the
9 right to allege other violations of law which constitute other unlawful business acts or practices.

10 125. Defendant has also violated the UCL’s proscription against engaging in Unfair Business
11 Practices. Defendant’s acts, omissions, misrepresentations, practices and non-disclosures as alleged herein
12 also constitute “unfair” business acts and practices within the meaning of Business & Professions Code §
13 17200 et seq. in that its conduct is substantially injurious to consumers, offends public policy, and is
14 immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged
15 benefits attributable to such conduct.

16 126. There were reasonably available alternatives to further Defendant’s legitimate business
17 interests, other than the conduct described herein as noted above.

18 127. Defendant has further violated the UCL’s proscription against engaging in Fraudulent
19 Business Practices. Defendant’s claims, nondisclosures, and misleading statements with respect to Taste
20 of the Wild grain-free dog food, as more fully set forth above, were false, misleading, and/or likely to
21 deceive the consuming public within the meaning of Business & Professions Code § 17200.

22 128. Plaintiff and the other Class Members suffered a substantial injury by virtue of buying
23 Taste of the Wild grain-free dog food that they would not have purchased, or would not have purchased
24 at the same price, absent Defendant’s unlawful, fraudulent, and unfair marketing, advertising, packaging,
25 and omissions about the nature of the product.

26 129. There is no benefit to consumers or competition from deceptively marketing and omitting
27 material facts about the true nature of Taste of the Wild grain-free dog food.

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1 130. Plaintiff and the other Class Members had no reasonable way of knowing that the product
2 they purchased was not as marketed, advertised, and packaged.

3 131. Thus, they could not have reasonably avoided the injury each of them suffered.

4 132. The gravity of the consequences of Defendant’s conduct as described outweighs any
5 justification, motive, or reason therefore, particularly considering the available legal alternatives which
6 exist in the marketplace, and such conduct is immoral, unethical, unscrupulous, offends established public
7 policy, or is substantially injurious to Plaintiff and the other Class Members.

8 133. Plaintiff and Class members lack an adequate remedy at law to recover the amounts that
9 Defendant received from its UCL violations to the extent it is determined that Plaintiff and Class members
10 did not have a legal entitlement to damages. In such a scenario, Plaintiff and Class members would still
11 have an equitable entitlement to recover the amounts Defendant received given that Plaintiff and Class
12 members conferred a benefit on Defendant by paying money for Taste of the Wild grain-free dog food,
13 which they allege Defendant misleadingly marketed, labeled, and packaged. Fairness dictates that Plaintiff
14 and Class members are entitled to restitution for these purchases; and it would be inequitable for Defendant
15 to retain the amounts earned from Plaintiff and Class members’ purchases.

16 134. Pursuant to California Business and Professional Code § 17203, Plaintiff and the Class
17 seek an order of this Court that includes, but is not limited to, an order enjoining Defendant from further
18 conduct that violates the UCL and requiring Defendant to (a) provide restitution to Plaintiff and the other
19 Class Members; (b) disgorge all profits obtained as a result of violations of the UCL; and (c) pay Plaintiff’s
20 and the Class’s attorneys’ fees and costs.

21 **COUNT II**

22 **(Violation of California’s Consumers Legal Remedies Act (“CLRA”),**

23 **California Civil Code § 1750, et seq.)**

24 **(Injunctive Relief Only)**

25 135. Plaintiff realleges and incorporates by reference all paragraphs alleged above.

26 136. Plaintiff brings this claim individually and on behalf of the Class against Defendant.
27
28

1 137. Civil Code § 1770(a)(5) prohibits “[r]epresenting that goods or services have sponsorship,
2 approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person
3 has a sponsorship, approval, status, affiliation, or connection that the person does not have.”

4 138. Civil Code § 1770(a)(7) prohibits “[r]epresenting that goods or services are of a particular
5 standard, quality, or grade, or that goods are of a particular style or model, if they are of another.”

6 139. Civil Code § 1770(a)(9) prohibits “advertising goods or services with intent not to sell them
7 as advertised.”

8 140. Defendant violated Civil Code § 1770(a)(5), (a)(7), and (a)(9) by holding out its Taste of
9 the Wild grain-free dog food as healthy, safe, and inspired by nature when in fact there is no medical or
10 scientific justification that a dog eat a grain-free, high-legume diet, and the dog food is associated with an
11 increased risk of DCM and related cardiac damage.

12 141. Defendant has unique, exclusive, and/or superior knowledge of the health risks of the
13 product, which were not known to Plaintiff or Class Members.

14 142. Defendant made partial representations to Plaintiff and Class Members, while suppressing
15 the true nature of the product. Specifically, by displaying the product and describing the product as
16 healthy, safe, and inspired by nature, including on the product packaging, on its website, and in its
17 marketing, without disclosing the product’s association with developing DCM and related cardiac
18 damage. Moreover, Defendant affirmatively misrepresented the product despite its knowledge that the
19 product was not as advertised.

20 143. Plaintiff and the Class Members have suffered harm as a result of these violations of the
21 CLRA because they have incurred charges and/or paid monies for the product that they otherwise would
22 not have incurred or paid, and unknowingly exposed their pets to significant and substantial health risks.

23 144. On April 29, 2026, in addition to the filing of this Complaint, Plaintiff’s counsel sent
24 Defendant a CLRA notice letter, which complies in all respects with California Civil Code § 1782(a).

25 145. The letter was sent via certified mail, return receipt requested, advising Defendant that it
26 was in violation of the CLRA with respect to its marketing and sale of Taste of the Wild grain-free dog
27 food, and demanding that it cease and desist from such violations and make full restitution by refunding
28

1 the monies received therefrom. The letter stated that it was sent on behalf of all other similarly situated
2 purchasers. A copy of this Complaint was attached as an exhibit to the letter.

3 146. Because of the gravity of the harm alleged, Plaintiff has chosen not to wait for Defendant's
4 response before filing this action.

5 147. Plaintiff has also chosen not to wait for Defendant's response because Defendant has long
6 known about its conduct as described herein, it is subject to ongoing litigation regarding similar allegations
7 in Missouri, and it has refused to act.

8 148. Accordingly, Plaintiff and the Class Members seek injunctive relief available under the
9 CLRA. Should Defendant choose not to remedy the situation within 30 days of the letter, Plaintiff intends
10 to amend this Complaint to seek damages and reasonable attorneys' fees under the CLRA.

11 **COUNT III**

12 **(Violation of California's False Advertising Law ("FAL"),**

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

14 149. Plaintiff realleges and incorporates by reference all paragraphs alleged above.

15 150. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

16 151. In the alternative to those claims seeking damages, Plaintiff and class members allege that
17 there is no adequate remedy at law.

18 152. Plaintiff and Class Members have an equitable interest in the money they paid Defendant
19 for Defendant's Taste of the Wild grain-free dog food, which they allege included misleading marketing,
20 advertising, and packaging.

21 153. Defendant's acts and practices, as described herein, have deceived and/or are likely to
22 continue to deceive Class Members and the public. As described above, and throughout this Complaint,
23 Defendant misrepresented its Taste of the Wild grain-free dog food as healthy and safe when, in fact, the
24 product was not healthy and safe, and instead increased cardiac health risks.

25 154. By its actions, Defendant disseminated uniform advertising regarding Taste of the Wild
26 grain-free dog food to and across California. The advertising was, by its very nature, unfair, deceptive,
27 untrue, and misleading within the meaning of Cal. Bus. & Prof. Code § 17500, et seq. Such advertisements
28 were intended to and likely did deceive the consuming public for the reasons detailed herein.

1 155. The above-described false, misleading, and deceptive advertising Defendant disseminated
2 continues to have a likelihood to deceive in that Defendant failed to disclose that consumption of Taste of
3 the Wild grain-free dog food poses a significant risk to the health, safety, and wellbeing of dogs.

4 156. Defendant continues to misrepresent to consumers that Taste of the Wild grain-free dog
5 food is healthy and safe when in fact the product is not.

6 157. In making and disseminating these statements, Defendant knew, or should have known, its
7 advertisements were untrue and misleading in violation of California law. Plaintiff and other Class
8 Members based their purchasing decisions on Defendant's partial misrepresentations and omitted material
9 facts. The revenue attributable to Taste of the Wild grain-free dog food sold with those false and
10 misleading advertisements likely amounts to tens of millions of dollars.

11 158. The misrepresentations and omissions by Defendant of the material facts described and
12 detailed herein constitute false and misleading advertising and, therefore, constitute a violation of Cal.
13 Bus. & Prof. Code § 17500, et seq.

14 159. Plaintiff and Class Members lack an adequate remedy at law to recover the amounts that
15 Defendant received from its FAL violations to the extent it is determined that Plaintiff and Class Members
16 did not have a legal entitlement to damages. In such a scenario, Plaintiff and Class Members would still
17 have an equitable entitlement to recover the amounts Defendant received given that Plaintiff and Class
18 Members conferred a benefit on Defendant by paying money for Taste of the Wild grain-free dog food,
19 which they allege Defendant misleadingly marketed, labeled, and packaged. Fairness dictates that Plaintiff
20 and Class Members are entitled to restitution for these purchases; and it would be inequitable for
21 Defendant to retain the amounts earned from Plaintiff and Class Members' purchases.

22 160. As a result of Defendant's wrongful conduct, Plaintiff and Class Members lost money in
23 an amount to be proven at trial. Plaintiff and Class Members are therefore entitled to restitution as
24 appropriate for this cause of action.

25 161. Plaintiff and Class Members seek restitution of all profits stemming from Defendant's
26 violations of the FAL; declaratory relief; reasonable attorneys' fees and costs under California Code of
27 Civil Procedure § 1021.5; injunctive relief; and other appropriate relief.

COUNT IV

(Fraud)

162. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

163. Plaintiff brings this claim individually and on behalf of the Class under California law.

164. At the time Plaintiff and Class Members purchased Taste of the Wild grain-free dog food, Defendant did not disclose, but instead omitted, suppressed, and concealed the product's association with cardiac risks, and affirmatively misrepresented the product as healthy, safe, and a diet inspired by nature.

165. Defendant knew that its representations regarding the healthfulness and safety of its Taste of the Wild grain-free dog food were false because of the product's association with increased cardiac risks.

166. Defendant knew that its suppressions, omissions, and misrepresentations regarding Taste of the Wild grain-free dog food were material, and intended that reasonable consumers would rely upon its representations (and corresponding omissions) in making purchasing decisions.

167. Because of Defendant's omissions, suppressions, and concealments, Plaintiff and Class Members justifiably relied on Defendant's misrepresentations (and corresponding omissions) in making their purchasing decisions.

168. Given the deceptive manner in which Defendant advertised, marketed, represented, and otherwise promoted Taste of the Wild grain-free dog food, Plaintiff's and the Class's reliance on Defendant's misrepresentations and omissions was justifiable.

169. Further, Plaintiff and Class Members had a right to rely upon Defendant's representations (and corresponding omissions) because Defendant maintained unique, exclusive, and/or superior control over knowledge of material facts regarding the true quality of Taste of the Wild grain-free dog food.

170. Plaintiff and Class Members sustained damages as a result of their reliance on Defendant's omissions and misrepresentations, thus causing Plaintiff and Class Members to sustain actual losses and damages, including punitive damages, in a sum to be determined at trial.

COUNT V

(Fraudulent Inducement)

171. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

1 172. Plaintiff brings this claim individually and on behalf of the Class under California law.

2 173. Defendant did not disclose, but instead concealed material facts and misrepresented Taste
3 of the Wild grain-free dog food, as discussed herein.

4 174. Defendant knew that its representations regarding the healthfulness and safety of its Taste
5 of the Wild grain-free dog food were false because of the product's association with increased cardiac
6 risks.

7 175. Defendant also knew that omissions and misrepresentations regarding the Taste of the Wild
8 grain-free dog food were material, and intended that reasonable consumers would rely upon its
9 representations (and corresponding omissions) in making purchasing decisions.

10 176. Defendant intended to induce—and did, indeed, induce—Plaintiff and Class members into
11 purchasing Taste of the Wild grain-free dog food based upon its affirmative representations and omissions.

12 177. Because of Defendant's omissions, suppressions, and concealments, Plaintiff and Class
13 Members justifiably relied on Defendant's misrepresentations (and corresponding omissions) in making
14 their purchasing decisions.

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

19 179. Plaintiff and Class Members had a right to rely on Defendant's representations (and
20 corresponding omissions) as Defendant maintained exclusive control over the Taste of the Wild grain-free
21 dog food, and what information it made available regarding the product.

22 180. Plaintiff and Class Members would not have purchased Taste of the Wild grain-free dog
23 food, or would not have purchased the product at the same price if they had known all material facts and
24 that the product was associated with increased cardiac risks.

25 181. Plaintiff and Class Members sustained damages as a result of their reliance on Defendant's
26 omissions and misrepresentations, thus causing Plaintiff and Class Members to sustain actual losses and
27 damages, including punitive damages, in a sum to be determined at trial.

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COUNT VI

(Fraudulent Concealment or Omission)

182. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

183. Plaintiff brings this claim individually and on behalf of the Class under California law.

184. At all relevant times, Defendant was engaged in the business of designing, manufacturing, distributing, and selling Taste of the Wild grain-free dog food.

185. Defendant willfully, falsely, and knowingly omitted material facts and made partial representations regarding the quality and character of Taste of the Wild grain-free dog food at the time of purchase, as discussed herein.

186. Defendant had a duty to ensure the accuracy of the information regarding Taste of the Wild grain-free dog food because it had unique, exclusive, and/or superior knowledge of all material information and the information pertains to matters of health and safety. Due to Defendant's partial representations and omissions, it did not fulfill that duty.

187. Defendant made these material omissions and partial representations to boost or maintain sales of Taste of the Wild grain-free dog food, and to falsely assure purchasers of the product that it is healthy and safe. The omitted information and partial representations were material to Plaintiff and Class Members because the representations played a significant role in the value of the product purchased, and Plaintiff and the Class would not have purchased Taste of the Wild grain-free dog food, or would not have purchased it at the same price, had they known the truth about the product's association with increased cardiac risks.

188. Plaintiff and Class Members were unaware of these material misrepresentations and omissions. Given the deceptive manner in which Defendant advertised, marketed, represented, and otherwise promoted Taste of the Wild grain-free dog food, Plaintiff's and the Class's reliance on Defendant's misrepresentations and omissions was justifiable. Further, Plaintiff's and Class Members' actions were justified given Defendant's misrepresentations and omissions because Defendant had unique and/or exclusive control of material facts, and all material facts were not known to the public.

189. Due to Defendant's misrepresentations and omissions, Plaintiff and Class Members sustained injury resulting from purchase of Taste of the Wild grain-free dog food that did not have the

1 value advertised. Plaintiff and Class Members are entitled to recover the full or partial purchase price for
2 the product they purchased due to Defendant's misrepresentations and omissions.

3 190. Defendant's acts were done maliciously, oppressively, deliberately, and with intent to
4 defraud, and in reckless disregard of Plaintiff's and Class Members' rights and well-being, and in part to
5 enrich itself at the expense of consumers. Defendant's acts were done to gain commercial advantage over
6 competitors, and to drive consumers away from consideration of competing products. Defendant's
7 conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the
8 future.

9 **COUNT VII**

10 **(Fraudulent Misrepresentation)**

11 191. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

12 192. Plaintiff brings this claim individually and on behalf of the Class under California law.

13 193. Defendant falsely represented to Plaintiff and the Class that Taste of the Wild grain-free
14 dog food was healthy, safe, and inspired by nature.

15 194. Defendant intentionally, knowingly, and recklessly made these misrepresentations to
16 induce Plaintiff and the Class to purchase Taste of the Wild grain-free dog food.

17 195. Defendant knew or should have known that its representations and omissions regarding
18 Taste of the Wild grain-free dog food were false in that the product is not healthy and safe as discussed
19 throughout. Defendant knowingly allowed its packaging, advertisements, promotional materials, and
20 websites to intentionally mislead consumers, such as Plaintiff and the Class.

21 196. Plaintiff and the Class did in fact rely on these misrepresentations (and corresponding
22 omissions) and purchased Taste of the Wild grain-free dog food to their detriment. Given the deceptive
23 manner in which Defendant advertised, marketed, represented, and otherwise promoted Taste of the Wild
24 grain-free dog food, Plaintiff's and the Class's reliance on Defendant's misrepresentations and omissions
25 was justifiable.

26 197. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class have
27 suffered actual damages in that they would not have purchased Taste of the Wild grain-free dog food at
28 all, or would not have purchased the product at the same price, had they known of the health risks

1 associated with the product and that the product does not conform with Defendant's representations and
2 marketing.

3 198. Plaintiff and the Class seek actual damages, punitive damages attorney's fees, costs, and
4 other such relief the Court deems proper.

5 **COUNT VIII**

6 **(Negligent Misrepresentation)**

7 199. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

8 200. Plaintiff brings this claim individually and on behalf of the Class under California law.

9 201. Defendant affirmatively misrepresented its Taste of the Wild grain-free dog food as safe,
10 healthy, and inspired by nature.

11 202. Defendant's representations were false and amounted to half-truths because Defendant
12 omitted and concealed the product's association with increased cardiac risks.

13 203. Defendant knew of its product's association with increased health risks and Defendant did
14 not properly safety test its product.

15 204. Defendant thus lacked reasonable grounds to believe its product was as represented and
16 failed to exercise reasonable care in ascertaining the accuracy of its representations.

17 205. Defendant had a duty to Plaintiff and the Class to exercise reasonable and ordinary care in
18 the development, testing, manufacturing, marketing, distribution, and sale of Taste of the Wild grain-free
19 dog food.

20 206. Defendant breached its duty to Plaintiff and the Class by developing, manufacturing,
21 marketing, distributing, and selling the product to Plaintiff and the Class that did not have the qualities
22 and characteristics as advertised by Defendant, by failing to properly safety test the product, and by failing
23 to promptly remove the product from the marketplace or take other appropriate remedial action.

24 207. Defendant breached its duty to Plaintiff and the Class by omitting and concealing material
25 facts and failing to present the complete truth regarding its Taste of the Wild grain-free dog food's
26 association with cardiac risks.

27 208. Defendant knew or should have known that the qualities and characteristics of Taste of the
28 Wild grain-free dog food were not as advertised, marketed, or otherwise represented and were otherwise

1 not as warranted and represented by Defendant. Specifically, Defendant knew or should have known that
2 the product raised cardiac health risks.

3 209. Defendant intended Plaintiff and the Class to rely on its misrepresentations and half-truths
4 in purchasing Taste of the Wild grain-free dog food.

5 210. Due to the Defendant's half-truths and omissions, Plaintiff and the Class justifiably relied
6 on Defendant's misrepresentations and false statements.

7 211. As a direct and proximate result of Defendant's conduct, Plaintiff and the Class have
8 suffered actual damages in that they would not have purchased Taste of the Wild grain-free dog food at
9 all, or would not have purchased it at the same price, had they known that the product was not healthy and
10 safe and that the product does not conform with Defendant's representations and marketing.

11 212. Plaintiff and the Class seek actual damages, attorney's fees, costs, and any other just and
12 proper relief available.

13 **COUNT IX**

14 **(Quasi-Contract/Unjust Enrichment)**

15 213. Plaintiff realleges and reincorporates by reference all paragraphs alleged above.

16 214. Plaintiff brings this claim individually and on behalf of the Class under California law.

17 215. In the alternative to those claims seeking damages, Plaintiff and class members allege that
18 there is no adequate remedy at law.

19 216. To the extent required by law, this cause of action is alleged in the alternative to legal
20 claims, as permitted under Fed. R. Civ. P. 8.

21 217. Plaintiff and Class members conferred benefits on Defendant by purchasing Taste of the
22 Wild grain-free dog food.

23 218. Defendant was unjustly enriched by retaining the profits derived from Plaintiff's and Class
24 Members' purchases of the product. Retention of those monies under these circumstances is unjust and
25 inequitable because Defendant failed to disclose that the product was not healthy and safe as represented
26 and advertised, rendering it unfit for its intended purpose. Defendant's misrepresentations and omissions
27 caused injuries to Plaintiff and Class Members in that they would not have purchased Taste of the Wild
28

1 grain-free dog food, or would not have purchased it at the same price if they knew all material facts
2 regarding the product's association with increased cardiac risks.

3 219. Plaintiff and Class Members lack an adequate remedy at law to recover the amounts that
4 Defendant received from its wrongful conduct to the extent it is determined that Plaintiff and Class
5 Members did not have a legal entitlement to damages. In such a scenario, Plaintiff and Class Members
6 would still have an equitable entitlement to recover the amounts Defendant received given that Plaintiff
7 and Class Members conferred a benefit on Defendant by paying money for Taste of the Wild grain-free
8 dog food, which they allege Defendant misleadingly marketed, labeled, and packaged. Fairness dictates
9 that Plaintiff and Class Members are entitled to restitution for these purchases; and it would be inequitable
10 for Defendant to retain the amounts earned from Plaintiff and Class Members' purchases.

11 220. In the alternative to legal damages, and in the case that legal damages are inadequate to
12 remedy Plaintiff and Class Members' harm, because Defendant's retention of the non-gratuitous benefits
13 conferred on them by Plaintiff and Class Members is unjust and inequitable, Defendant has been unjustly
14 enriched in an amount to be determined at trial, and Plaintiff seeks equitable relief, including
15 nonrestitutionary disgorgement of Defendant's profits in an amount to be determined at trial.

16 **REQUEST FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, seeks
18 judgment against Defendant as follows:

- 19 a. For an order certifying the Class under Fed. R. Civ. P. 23 and naming Plaintiff as
20 representative of the Class and Plaintiff's attorneys as Class Counsel;
- 21 b. For an order declaring the Defendant's conduct violates the statutes referenced
22 herein;
- 23 c. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- 24 d. For compensatory, statutory, and punitive damages in amounts to be determined by
25 the Court and/or jury consistent with the allegations outlined above including but
26 not limited to the damage requests and allegations outlined in each respective
27 Count;
- 28 e. For prejudgment interest on all amounts awarded;

- 1 f. For an order of restitution and all other forms of equitable monetary relief as
2 outlined above;
- 3 g. For injunctive relief as pleaded or as the Court may deem proper;
- 4 h. For an order awarding Plaintiff and the Class their reasonable attorneys' fees and
5 expenses and costs of suit consistent with the allegations outlined above including
6 but not limited to the damage requests and allegations outlined in each respective
7 Count.

8 **JURY TRIAL DEMANDED**

9 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all
10 issues in this action so triable of right.

11
12
13 Dated: April 29, 2026

/s/ Dena C. Sharp

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