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

MARIA AMAYA, *individually and on*)
behalf of all those similarly situated,)
)
Plaintiff,)
)
v.)
)
TARGET CORPORATION, *a Minnesota*)
corporation,)
)
Defendant.)
)

No. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Maria Amaya (“Plaintiff”), individually and on behalf of all others similarly situated in the state of California, by and through undersigned counsel, hereby brings this action against Target Corporation (“Target” or “Defendant”), alleging that its Kindfull brand dry dog and cat foods (“the Products”),¹ which are manufactured, packaged, labeled, advertised, distributed, and sold by Defendant, are misbranded and falsely advertised because they contain synthetic preservatives, and upon information and belief and investigation of counsel alleges as follows:

¹ The “Products” include all flavors of Kindfull dry cat foods labeled “Cat Food,” “Adult Indoor Cat Food,” “All Life Stages Cat Food,” and “Kitten Food”; and “Dog Food,” “All Life Stages Dog Food,” “Small Breed Dog Food,” and “Puppy Food,” all of which feature the challenged representations and contain the challenged ingredients. Plaintiff reserves the right to amend this Complaint to add additional varieties as investigation into Product lines continues.

PARTIES

1. Plaintiff Maria Amaya is and at all times relevant was a citizen of the state of California, domiciled in Merced County. She purchased the Cat Food variant of the Products on or about December 31, 2025 from a Target store in Los Banos, California.

2. Defendant Target Corporation is a Minnesota corporation with its principal place of business in Minneapolis, Minnesota. On information and belief all decisions regarding formulation and labeling of the Products are made at this principal place of business.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, Pub. L. 109-2, 119 Stat. 4 (codified in scattered sections of Title 28 of the United States Code); specifically, under 28 U.S.C. § 1332(d), which provides for the original jurisdiction of the federal district courts over “any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and [that] is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

4. Plaintiff seeks to represent Class members who are citizens of states and countries different from the Defendant.

5. The matter in controversy in this case exceeds \$5,000,000 in the aggregate, exclusive of interests and costs.

6. In addition, “the number of members of all proposed plaintiff classes in the aggregate” is greater than 100. *See* 28 U.S.C. § 1332(d)(5)(B).

7. In the alternative, the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

8. This Court has personal jurisdiction over Defendant because this action arises out of and relates to Defendant's contacts with this forum.

9. Those contacts include but are not limited to sales of the Products directly to commercial and individual consumers located in this district, including Plaintiff; knowingly

1 directing advertising and marketing materials concerning the Products into this district through
2 wires and mails, both directly and through electronic and print publications that are directed to
3 commercial and individual consumers in this district; and operating an e-commerce web site
4 that offers the Products for sale to commercial and individual consumers in this district, as well
5 as offering the Products for sale through e-commerce websites, through both of which
6 commercial and individual consumers residing in this district have purchased the Products.

7 10. Defendant knowingly directs electronic activity and ships the Products into this
8 district with the intent to engage in business interactions for profit, and it has in fact engaged in
9 such interactions, including the sale of the Products to Plaintiff.

10 11. Defendant also sells the Products to retailers outlets in this district for the purpose
11 of making the Products available for purchase by individual consumers in this district.

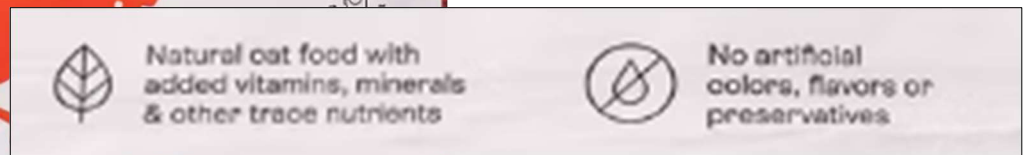
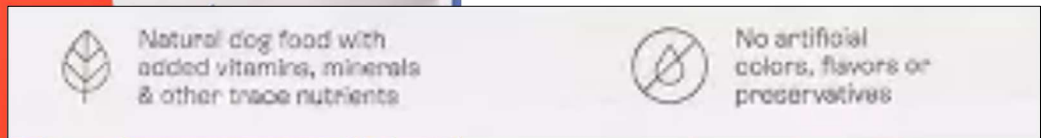
12 12. Plaintiff's losses and those of other Class members were sustained in this district.

13 13. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of
14 the events or omissions giving rise to Plaintiff's claims occurred within this district.

15 14. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because this Court
16 maintains personal jurisdiction over Defendant.

17 **FACTUAL ALLEGATIONS**

18 15. The Products' labels prominently represent that they are "Natural" pet foods that
19 contain "No Artificial Colors, Flavors, or Preservatives":
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16. This representation is false. The Products contain both citric acid and mixed tocopherols. Citric acid and mixed tocopherols are both artificial preservatives:

Ingredients

chicken, chicken meal (source of glucosamine and chondroitin sulfate), brown rice, oatmeal, pea protein, turkey meal, chicken fat (preserved with mixed tocopherols), rice bran, dried egg product, sun-dried alfalfa meal, natural flavor, flaxseeds, fish oil, salt, dl-methionine, choline chloride, taurine, potassium chloride, citric acid (preservative), mixed tocopherols (preservative), iron amino acid complex, zinc amino acid complex, ferrous sulfate, vitamin e supplement, niacin supplement, zinc oxide, copper amino acid complex, copper sulfate, sodium selenite, manganese amino acid complex, vitamin a supplement, thiamine mononitrate, menadione sodium bisulfite complex, pyridoxine hydrochloride, d-calcium pantothenate, manganous oxide, riboflavin supplement, calcium iodate, vitamin b12 supplement, vitamin d3 supplement, folic acid, biotin, rosemary extract.

Cat Food



Ingredients

chicken, chicken meal (source of glucosamine and chondroitin sulfate), brown rice, dried peas, barley, rice bran, chicken fat (preserved with mixed tocopherols), turkey meal, flaxseeds, natural flavor, fish oil, salt, l-threonine, potassium chloride, choline chloride, taurine, dl-methionine, citric acid (preservative), mixed tocopherols (preservative), iron amino acid complex, zinc amino acid complex, vitamin e supplement, ferrous sulfate, zinc oxide, copper amino acid complex, copper sulfate, sodium selenite, manganese amino acid complex, vitamin a supplement, niacin supplement, d-calcium pantothenate, riboflavin supplement, manganous oxide, thiamine mononitrate, vitamin d3 supplement, vitamin b12 supplement, pyridoxine hydrochloride, biotin, calcium iodate, folic acid, rosemary extract.

Dog Food



1 17. Plaintiff prefers to purchase animal foods free from artificial or synthetic
2 ingredients and reviewed and relied on the label statement described above in making her
3 purchase.

4 **A. The Citric Acid In the Products Is An Artificial Preservative.**

5 18. While there is a natural form of citric acid extracted from fruit, this is not the form
6 used by Target in the Products. This is because “[a]pproximately 99% of the world’s production
7 of [citric acid] is carried out using the fungus *Aspergillus niger* since 1919,”² and the use of
8 naturally produced citric acid in commercial foods is prohibitively expensive.

9 19. Virtually all citric acid used in U.S. commercial food—including that used in the
10 Products—is produced through a multi-step industrial manufacturing process, not by extraction
11 from any natural source.

12 20. The modern citric-acid process begins with glucose (typically derived from
13 genetically modified corn) which is fermented with the industrial mold *Aspergillus niger* in
14 large-scale bioreactors. The resulting fermentation liquor is then chemically precipitated with
15 calcium hydroxide to form calcium citrate, which is subsequently reacidulated with sulfuric acid
16 and crystallized into refined citric acid. Chemical solvents such as n-octyl alcohol
17 and synthetic isoparaffinic petroleum hydrocarbons are used to extract the citric acid from the
18 *A. niger* fermentation liquor, and frequently survive the reacidulation process in fragmentary
19 form.

20 21. These steps—microbial fermentation, chemical precipitation, and acid-base
21 reacidulation—are classic hallmarks of synthetic manufacture, not natural derivation. The citric
22 acid in the Products meets this definition precisely: it is not extracted from fruit or any natural
23 material but is manufactured from industrial feedstocks using fermentation and chemical
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27 ² Iliana E. Sweis, *et al.*, *Potential role of the common food additive manufactured citric*
28 *acid in eliciting significant inflammatory reactions contributing to serious disease states: A*
series of four case reports, TOXICOL. REP. 5:808-812 (2018), available at
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6097542/>.

1 processing.³ Reasonable consumers would not understand ingredients derived from these
2 processes as “natural” or “not artificial.”

3 22. The synthetic nature of citric acid made using this process has been repeatedly
4 described in FDA Warning Letters and in other U.S. government and industry technical
5 evaluations over the past several decades.

6 23. Because the citric acid in the Products is chemically synthesized, it cannot be
7 labeled as “natural” (without accompanying disclaimers) pursuant to Title 17 of the Code of
8 California Regulations, section 19025(q)(2). No such disclosures are made on the Products.

9 24. Reasonable consumers viewing a representation that a product contains “No
10 Artificial Preservatives” do not expect the product to contain preservatives chemically
11 synthesized through industrial fermentation, chemical precipitation, solvent extraction, and
12 reacidulation processes rather than extracted from natural food sources

13 **B. The Tocopherols In the Products Are An Artificial Preservative.**

14 25. Tocopherols are fat-soluble compounds that are present in Vitamin E and possess
15 antioxidant properties. In foods, added tocopherols are commonly used to inhibit oxidation and
16 delay rancidity, thereby extending shelf life and maintaining freshness.

17 26. Tocopherol preparations used in commercial foods and pet foods are commonly
18 supplied as concentrated blends of tocopherol compounds, often referred to as “mixed
19 tocopherols,” which are separately added during manufacturing to retard oxidation and extend
20 shelf life.

21 27. Such mixed-tocopherol preparations are distinct from naturally occurring
22 tocopherols inherently present in whole-food ingredients. Rather than occurring as incidental
23 constituents of the finished Products, they are intentionally introduced as preservative systems
24 to maintain freshness and prevent rancidity.

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

1 28. Commercial mixed-tocopherol preparations such as those used in the Products are
2 not the same thing as tocopherols naturally occurring in whole-food ingredients or even
3 extracted from natural sources. They are concentrated ingredient systems separately
4 manufactured, supplied, and added to foods for functional purposes.

5 29. When added to shelf-stable foods, mixed tocopherols function as antioxidants by
6 slowing oxidative deterioration, including through preventing rancidity in fats and oils. This
7 preservative function is particularly important in dry pet foods, which commonly contain animal
8 fats and other lipid-containing ingredients that can oxidize and spoil during storage.

9 30. Target confirms this use on the Products' own ingredient panel, which states that
10 "Mixed Tocopherols" are used for preserving chicken fats.

11 31. Various "isomers" or components of the blended mixed-tocopherols compounds
12 used in the Products are derived from petrochemical sources. Their manufacturing process
13 involves the synthesis of trimethylhydroquinone (TMHQ) and isopropyl, which are both sourced
14 from petrochemical feedstocks such as acetone, phenol, and isobutylene.

15 32. Commercially available mixed-tocopherol preservative systems such as those
16 used in the Products are chemically synthesized through substantial industrial extraction,
17 concentration, purification, distillation, and/or synthesis processes and are supplied as separate
18 commercial ingredients for incorporation into food products.

19 33. Such processing distinguishes the mixed-tocopherol preservative systems used in
20 the Products from naturally occurring tocopherols present in whole-food ingredients.

21 34. These chemical synthesis processes also produce artificial tocopherols for use as
22 a preservative in pet foods such as the Products at a cost that is generally half or less than the
23 cost of extracting tocopherols from natural sources. For this reason, tocopherols used as
24 preservatives in pet foods are nearly universally chemically synthesized, rather than derived
25 from natural sources.

26 35. Reasonable consumers distinguish between naturally occurring compounds
27 inherently present in or extracted from whole foods ingredients and chemically synthesized
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1 preservative systems separately introduced during manufacturing. Consumers viewing a
2 representation that the Products contain “No Artificial Colors, Preservatives, or Flavors” do not
3 expect the Products to contain added preservative preparations derived from petrochemical
4 sources and subject to chemical synthesis.

5 36. Defendant’s representation is therefore false or misleading because the Products
6 contain chemically synthesized mixed tocopherols that are intentionally added as preservatives.

7 37. Because the tocopherols in the Products are chemically synthesized, they cannot
8 be labeled as “natural” (without accompanying disclaimers) pursuant to Title 17 of the Code of
9 California Regulations, section 19025(q)(2). No such disclaimer appears on the Products.

10 **C. Plaintiff Lacks an Adequate Remedy at Law.**

11 38. Plaintiff seeks restitution under the Unfair Competition Law and False
12 Advertising Law in the alternative because she has no adequate remedy at law.

13 39. A legal remedy is not adequate if it is not as certain as an equitable remedy. To
14 obtain a full refund as damages, Plaintiff must show that the Product he received has essentially
15 no market value. In contrast, Plaintiff can seek restitution without making this showing. This is
16 because Plaintiff purchased products that she would not otherwise have purchased, but for
17 Defendant’s misrepresentations. Obtaining a full refund at law is less certain than obtaining a
18 refund in equity.

19 40. Also, winning damages under the CLRA requires additional showings not
20 required under equitable causes of action. For example, the CLRA prohibits only particular
21 categories of deceptive conduct. By contrast, equitable causes of action such as unjust
22 enrichment, the UCL, and the FAL broadly prohibit “unfair” conduct.

23 41. By the same token, Plaintiff’s common law claims require additional showings,
24 compared to the unjust enrichment claim. For example, to prevail on the breach of warranty
25 claim, Plaintiff needs to show that the challenged statements constitute a warranty and that the
26 warranty was part of the basis of the bargain. No such showings are required under an unjust
27 enrichment theory. And unjust enrichment exists in part because contractual claims are often
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1 more difficult to establish. In this way, Plaintiff's UCL, FAL, and unjust enrichment claims are
2 more certain than the CLRA claim.

3 42. Finally, the remedies at law available to Plaintiff are not equally prompt or
4 otherwise efficient. The need to schedule a jury trial may result in delay. And a jury trial will
5 take longer, and be more expensive, than a bench trial.

6 43. The Products are sold for similar prices, using similar labeling and graphical
7 design, and make identical misrepresentations regardless of flavor or type of Product. All flavors
8 and varieties of the Products contain citric acid and mixed tocopherols. Plaintiff is therefore an
9 adequate representative of a putative class despite not having purchased every flavor or variant
10 of the Products.

11 CLASS ACTION ALLEGATIONS

12 44. Plaintiff brings this action individually and as representative of all those similarly
13 situated pursuant to Federal Rule of Civil Procedure 23 on behalf of all consumers in the state
14 of California who purchased the Products within four years prior to the filing of this Complaint.

15 45. Excluded from the Class are Defendant and its affiliates, parents, subsidiaries,
16 employees, officers, agents, and directors. Also excluded are any judicial officers presiding over
17 this matter and the members of their immediate families and judicial staff.

18 46. Plaintiff reserves the right to alter the Class definition, and to amend this
19 Complaint to add additional Subclasses, as necessary to the full extent permitted by applicable
20 law.

21 47. Certification of Plaintiff's claims for class-wide treatment is appropriate because
22 Plaintiff can prove the elements of the claims on a class-wide basis using the same evidence as
23 individual Class members would use to prove those elements in individual actions alleging the
24 same claims.

25 48. **Numerosity – Rule 23(a)(1):** The size of the Class is so large that joinder of all
26 Class members is impracticable. Plaintiff believes and avers there are thousands of Class
27 members geographically dispersed throughout the state of California.
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1 49. **Existence and Predominance of Common Questions of Law and Fact – Rule**
2 **23(a)(2), (b)(3):** There are questions of law and fact common to the Class. These questions
3 predominate over any questions that affect only individual Class members. Common legal and
4 factual questions and issues include but are not limited to:

- 5 a. Whether the packaging and labeling for Defendant’s Products is misleading and
6 deceptive;
7 b. Whether Defendant was unjustly enriched at the expense of the Plaintiff and Class
8 members;
9 c. Whether Defendant breached an express warranty;
10 d. the proper amount of damages;
11 e. the proper scope of injunctive relief; and
12 f. the proper amount of attorneys’ fees.

13 50. Defendant engaged in a common course of conduct in contravention of the laws
14 Plaintiff seeks to enforce individually and on behalf of the Class. Similar or identical violations
15 of law, business practices, and injuries are involved. Individual questions, if any, pale by
16 comparison, in both quality and quantity, to the numerous common questions that predominate
17 this action. The common questions will yield common answers that will substantially advance
18 the resolution of the case.

19 51. In short, these common questions of fact and law predominate over questions that
20 affect only individual Class members.

21 52. **Typicality – Rule 23(a)(3):** Plaintiff’s claims are typical of the claims of the Class
22 members because they are based on the same underlying facts, events, and circumstances
23 relating to Defendant’s conduct.

24 53. Specifically, all Class members, including Plaintiff, were harmed in the same way
25 due to Defendant’s uniform misconduct described herein; all Class members suffered similar
26 economic injury due to Defendant’s misrepresentations; and Plaintiff seeks the same relief as
27 the Class members.
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1 54. There are no defenses available to Defendant that are unique to the named
2 Plaintiff.

3 55. **Adequacy of Representation – Rule 23(a)(4):** Plaintiff is a fair and adequate
4 representative of the Class because Plaintiff's interests do not conflict with the Class members'
5 interests. Plaintiff will prosecute this action vigorously and is highly motivated to seek redress
6 against Defendant.

7 56. Furthermore, Plaintiff has selected competent counsel who are experienced in
8 class action and other complex litigation. Plaintiff and Plaintiff's counsel are committed to
9 prosecuting this action vigorously on behalf of the Class and have the resources to do so.

10 57. **Superiority – Rule 23(b)(3):** The class action mechanism is superior to other
11 available means for the fair and efficient adjudication of this controversy for at least the
12 following reasons:

- 13 a. the damages individual Class members suffered are small compared to the burden
14 and expense of individual prosecution of the complex and extensive litigation
15 needed to address Defendant's conduct such that it would be virtually impossible
16 for the Class members individually to redress the wrongs done to them. In fact,
17 they would have little incentive to do so given the amount of damage each member
18 has suffered when weighed against the costs and burdens of litigation;
- 19 b. the class procedure presents fewer management difficulties than individual
20 litigation and provides the benefits of single adjudication, economies of scale, and
21 supervision by a single Court;
- 22 c. the prosecution of separate actions by individual Class members would create a
23 risk of inconsistent or varying adjudications, which would establish incompatible
24 standards of conduct for Defendant; and
- 25 d. the prosecution of separate actions by individual Class members would create a
26 risk of adjudications with respect to them that would be dispositive of the interests
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1 of other Class members or would substantively impair or impede their ability to
2 protect their interests.

3 58. Unless the Class is certified, Defendant will retain monies received as a result of
4 its unlawful and deceptive conduct alleged herein.

5 59. Unless a class-wide injunction is issued, Defendant will likely continue to
6 advertise, market, promote, and sell its Products in an unlawful and misleading manner, as
7 described throughout this Complaint, and members of the Class will continue to be misled,
8 harmed, and denied their rights under the law. Defendant continues to mislabel the Products in
9 the manner described herein and sell them to the consuming public. Plaintiff would like to
10 purchase the Products and other products sold by Defendant in the future, but cannot currently
11 do so because he cannot rely on the Products' labelling, given the misrepresentations found on
12 Defendant's Products. An injunction prohibiting future deceptive labelling is therefore
13 warranted; would provide Plaintiff and the Class relief; and would permit Plaintiff and the Class
14 to purchase Defendant's goods.

15 60. Furthermore, Plaintiff has not merely alleged an "informational" injury, but has
16 also alleged that Defendant has been enabled to charge a price premium for the Products.
17 Plaintiff has therefore alleged that compliance with federal and state regulations regarding the
18 accurate reporting of the use of artificial preservatives in the Products would cause a decrease
19 in the price of the Products at which Plaintiff and members of the Class would be willing to buy
20 the Products. As a result, Plaintiff has alleged more than simply an interest in Defendant telling
21 the truth on its labels, but an economic injury that further supports prospective injunctive relief.

22 61. **Ascertainability.** To the extent ascertainability is required, the Class members are
23 readily ascertainable from Defendant's records and/or its agents' records of retail and online
24 sales, as well as through public notice.

25 62. Defendant has acted on grounds applicable to the Class as a whole, thereby
26 making appropriate final injunctive and declaratory relief concerning the Class as a whole.
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COUNT 1
VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT,
CAL. CIV. CODE § 1750 *et seq.*

63. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the extent necessary, pleads this cause of action in the alternative.

64. Plaintiff is a “consumer” within the meaning of the Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1761(d).

65. The sale of Defendant’s Products to Plaintiff and Class members was a “transaction” within the meaning of the CLRA, Cal. Civ. Code § 1761(e).

66. The Products purchased by Plaintiff and Class members are “goods” within the meaning of the CLRA, Cal. Civ. Code § 1761(a).

67. As alleged herein, Defendant’s business practices are a violation of the CLRA because Defendant deceptively failed to reveal facts that are material in light of the use of artificial preservatives in the Products.

68. Defendant’s ongoing failure to provide material facts about its Products on its labels violates the following subsections of Cal. Civ. Code § 1770(a) in at least these respects:

- a. Defendant’s acts and practices constitute misrepresentations that its Products have characteristics, benefits, or uses which they do not have;
- b. Defendant misrepresented that its Products are of a particular standard, quality, and/or grade, when they are of another;
- c. Defendant’s acts and practices constitute the advertisement of goods, without the intent to sell them as advertised; and
- d. Defendant’s acts and practices fail to represent that transactions involving its Products involve actions that are prohibited by law, particularly the use of misleading nutritional labelling.

69. By reason of the foregoing, Plaintiff and the Class have been irreparably harmed, entitling them to injunctive relief.

1 70. Pursuant to Cal. Civ. Code § 1782, Plaintiff notified Defendant in writing of the
 2 particular violations of the CLRA described herein and demanded Defendant rectify the actions
 3 described above by providing complete monetary relief, agreeing to be bound by its legal
 4 obligations and to give notice to all affected customers of its intent to do so. Plaintiff sent this
 5 notice by certified mail to Defendant, at least 30 days before the filing of this Complaint.

6 71. Pursuant to Cal. Civ. Code §§ 1770 and 1780, Plaintiff is entitled to enjoin
 7 publication of misleading and deceptive nutritional labels on Defendant's Products and to
 8 recover reasonable attorneys' fees and costs.

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 10 **COUNT 2**
 UNJUST ENRICHMENT

11 72. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
 12 extent necessary, pleads this cause of action in the alternative in the event that he has an
 13 inadequate remedy at law.

14 73. Under California law, a claim for unjust enrichment "describe[s] the theory
 15 underlying a claim that a defendant has been unjustly conferred a benefit 'through mistake,
 16 fraud, coercion, or request.'" *Astiana v. Hain Celestial Grp., Inc.* (9th Cir. 2015) 783 F.3d 753,
 17 762 (quoting 55 *Cal. Jur.* 3d *Restitution* § 2). Thus, when a plaintiff alleges unjust enrichment,
 18 the Court should "construe the cause of action as a quasi-contract claim seeking restitution."
 19 *Rutherford Holdings, LLC v. Plaza Del Rey* (2014) 223 Cal.App.4th 221, 225. Courts in
 20 California have allowed unjust enrichment and CLRA claims to proceed in the alternative. *See*
 21 *Scheibe v. Livwell Prods., LLC*, No. 23-cv-216, 2023 WL 4414580, at *8 (S.D. Cal. 2023).

22 74. Defendant, through its marketing and labeling of the Products, misrepresented and
 23 deceived consumers by failing to disclose the use of artificial preservatives in the Products.

24 75. Defendant did so for the purpose of enriching itself and it in fact enriched itself
 25 by doing so.

26 76. Consumers conferred a benefit on Defendant by purchasing the Products,
 27 including an effective premium above their true value. Defendant appreciated, accepted, and
 28 retained the benefit to the detriment of consumers.

1 77. Defendant continues to possess monies paid by consumers to which Defendant is
2 not entitled.

3 78. Under the circumstances it would be inequitable for Defendant to retain the benefit
4 conferred upon it and Defendant's retention of the benefit violates fundamental principles of
5 justice, equity, and good conscience.

6 79. Plaintiff seeks disgorgement of Defendant's ill-gotten gains and restitution of
7 Defendant's wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed
8 appropriate by the Court, and such other relief as the Court deems just and proper to remedy
9 Defendant's unjust enrichment.

10 80. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
11 a result of Defendant's actions as set forth above.

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13 **COUNT 3**
 BREACH OF EXPRESS WARRANTY

14 81. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
15 extent necessary, pleads this cause of action in the alternative.

16 82. Defendant, as the designer, manufacturer, marketer, distributor, and/or seller,
17 expressly warranted that the Products were free of artificial preservatives.

18 83. Defendant's express warranties, and its affirmations of fact and promises made to
19 Plaintiff and the Class and regarding the Products, became part of the basis of the bargain
20 between Defendant and Plaintiff and the Class, which creates an express warranty that the
21 Products would conform to those affirmations of fact, representations, promises, and
22 descriptions.

23 84. The Products do not conform to the express warranty that the Products were free
24 of artificial preservatives.

25 85. As a direct and proximate cause of Defendant's breach of express warranty,
26 Plaintiff and Class members have been injured and harmed because: (a) they would not have
27 purchased the Products on the same terms if they knew the truth about the Products' use of
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1 artificial preservatives; (b) they paid a price premium based on Defendant's express warranty;
2 and (c) the Products do not have the characteristics, uses, or benefits that were promised.

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4 **COUNT 4**
5 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
6 **SECTION 17200 *et seq.* — "UNFAIR" CONDUCT**

7 90. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
8 extent necessary, pleads this cause of action in the alternative.

9 91. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
10 a result of Defendant's actions as set forth herein.

11 92. Defendant's actions as alleged in this Complaint constitute "unfair" conduct
12 within the meaning of California Business and Professions Code Section 17200, *et seq.*

13 93. Defendant's business practices, as alleged herein, are "unfair" because it fails to
14 disclose that the Products contain artificial preservatives.

15 94. As a result of this "unfair" conduct, Plaintiff expended money and engaged in
16 activities he would not otherwise have spent or conducted.

17 95. Defendant's wrongful business practices alleged herein constituted, and continue
18 to constitute, a continuing course of unfair competition since it continues to market and sell its
19 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
20 oppressive, unscrupulous and/or substantially injurious to its customers.

21 96. Defendant publicly disseminated untrue or misleading representations regarding
22 the use of artificial preservatives in its Products, which it knew, or in the exercise of reasonable
23 care should have known, were untrue or misleading.

24 97. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order
25 of this court enjoining Defendant from continuing to engage in "unfair" business practices and
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1 any other act prohibited by law, including those acts set forth in this Complaint, and further seek
2 all other relief allowable under Business and Professions Code Section 17200, *et seq.*

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4 **COUNT 5**
5 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
6 **SECTION 17200 *et seq.* — “FRAUDULENT” CONDUCT**

7 98. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
8 extent necessary, plead this cause of action in the alternative.

9 99. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
10 a result of Defendant’s actions as set forth above.

11 100. Defendant’s actions as alleged in this Complaint constitute “fraudulent” conduct
12 within the meaning of California Business and Professions Code Section 17200 *et seq.*

13 101. Defendant’s business practices, as alleged herein, are “fraudulent” because it fails
14 to disclose that the Products contain artificial preservatives.

15 102. As a result of this “fraudulent” conduct, Plaintiff expended money and engaged in
16 activities he would not otherwise have spent or conducted.

17 103. Defendant’s wrongful business practices alleged herein constituted, and continue
18 to constitute, a continuing course of unfair competition since it continues to market and sell its
19 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
20 oppressive, unscrupulous and/or substantially injurious to its customers.

21 104. Defendant publicly disseminated untrue or misleading representations regarding
22 the use of artificial preservatives in its Products, which it knew, or in the exercise of reasonable
23 care should have known, were untrue or misleading.

24 105. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an
25 order of this Court enjoining Defendant from continuing to engage in “fraudulent” business
26 practices and any other act prohibited by law, including those acts set forth in this Complaint,
27
28

1 and further seeks all other relief allowable under Business and Professions Code Section 17200,
2 *et seq.*

3 **COUNT 6**
4 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**
5 **SECTION 17200 *et seq.* — “UNLAWFUL” CONDUCT**

6 106. Plaintiff reallege the preceding paragraphs as if fully set forth herein and, to the
7 extent necessary, pleads this cause of action in the alternative.

8 107. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
9 a result of Defendant’s actions as set forth above.

10 108. Defendant’s actions as alleged in this Complaint constitute “unlawful” conduct
11 within the meaning of California Business and Professions Code Section 17200, *et seq.*

12 109. Defendant’s business practices, as alleged herein, are “unlawful” because it fails
13 disclose that the Products use artificial preservatives, which constitutes a violation of *inter alia*
14 the Consumers Legal Remedies Act.

15 110. As a result of this “unlawful” conduct, Plaintiff expended money and engaged in
16 activities he would not otherwise have spent or conducted.

17 111. Defendant’s business practices alleged herein constituted, and continue to
18 constitute, a continuing course of unfair competition since it continues to market and sell its
19 products in a manner that offends public policy and/or in a fashion that is immoral, unethical,
20 oppressive, unscrupulous and/or substantially injurious to its customers.

21 112. Defendant publicly disseminated untrue or misleading representations regarding
22 the use of artificial preservatives in its Products, which it knew, or in the exercise of reasonable
23 care should have known, were untrue or misleading.

24 113. Pursuant to Business and Professions Code Section 17203, Plaintiff seeks an order
25 of this court enjoining Defendant from continuing to engage in “unlawful” business practices
26
27
28

1 and any other act prohibited by law, including those acts set forth in this Complaint, and further
2 seeks all other relief allowable under Business and Professions Code Section 17200, *et seq.*

3
4 **COUNT 7**
5 **VIOLATION OF CALIFORNIA BUSINESS &**
6 **PROFESSIONS CODE SECTION 17500 *et seq.***

7 114. Plaintiff realleges the preceding paragraphs as if fully set forth herein and, to the
8 extent necessary, pleads this cause of action in the alternative.

9 115. Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact as
10 a result of Defendant's actions as set forth above.

11 116. Defendant engaged in advertising and marketing to the public and offered for sale
12 Products on a nationwide basis, including in California.

13 117. Defendant engaged in the advertising and marketing alleged herein with the intent
14 to directly or indirectly induce the sale of the Products to consumers.

15 118. Defendant's advertisements and marketing representations regarding the
16 characteristics of the Products were false, misleading, and deceptive as set forth above.

17 119. At the time it made and disseminated the statements alleged herein, Defendant
18 knew or should have known that the statements were untrue or misleading, and acted in violation
19 of Business and Professions Code Section 17500, *et seq.*

20 120. Plaintiff seeks injunctive relief and all other relief allowable under Business and
21 Professions Code Section 17500, *et seq.*

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff respectfully requests the Court grant the following relief
25 against Defendant:

- 26 a. Certifying the Class;
- 27 b. Declaring that Defendant violated the statutes described herein and/or was unjustly
28 enriched and/or breached an express warranty;

- c. Ordering an award of actual, general, or compensatory damages, as permitted by law, in an amount to be proven at trial;
- d. Ordering restitution or disgorgement, as permitted by law, in an amount to be proven at trial;
- e. Ordering an awarding of injunctive relief as permitted by law, including enjoining Defendant from continuing the unlawful practices as set forth herein, and ordering Defendant to engage in a corrective advertising campaign;
- f. Ordering Defendant to pay reasonable attorneys' fees and litigation costs to Plaintiff;
- g. Ordering Defendant to pay both pre- and post-judgment interest on any amounts awarded; and
- h. Such other relief as the Court may deem just and proper.

TRIAL BY JURY IS DEMANDED ON ANY COUNTS SO TRIABLE.

Respectfully submitted,

/s/ Charles C. Weller
Charles C. Weller (Cal. SBN: 207034)
Attorney for Plaintiff

July 8, 2026

CIVIL COVER SHEET

Case 1:26-cv-05268-EGG Document 1-1 Filed 07/08/26 Page 1 of 2

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 the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARIA AMAYA, individually and on behalf of all those similarly situated

(b) County of Residence of First Listed Plaintiff Merced
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Charles C. Weller, CHARLES C. WELLER, APC
11412 Corley Ct., San Diego, CA 92126
Tel: 858.414.7465

DEFENDANTS

TARGET CORPORATION, a Minnesota corporation

County of Residence of First Listed Defendant Minneapolis, MN
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

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 (Excludes 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 Personal Injury Product Liability ☐ 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 ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 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 SOCIAL SECURITY ☐ 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	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat 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 ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS 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			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC section 1332

Brief description of cause:
Consumer deception action for mislabeled animal food products

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
5,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

7/8/2026

SIGNATURE OF ATTORNEY OF RECORD

/s/ Charles C. Weller

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Case 1:26-cv-05268-EGC Document 1-1 Filed 07/08/26 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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 the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.