

Exhibit A

KEEGAN & BAKER, LLP

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FIRM CURRICULUM VITAE

Keegan & Baker, LLP is a San Diego-based law firm with a concentration in both general business law and complex civil litigation in the areas of securities, commodities, antitrust, consumer fraud, real estate, corporate, partnership and personal injury law. This firm also handles class action litigation in the areas of consumer fraud, employment, false advertising and unfair business practices. In addition to the three founding members, the firm currently has two associate attorneys and full support staff.

BUSINESS LAW

Our attorneys practice in the multi-disciplinary fields of business law, including general corporate and commercial law, employment, securities, real estate, financial institutions, estate and tax planning, and general business transactions. Our attorneys have represented both domestic and international business clients, high-tech/bio-tech companies, Internet and emerging growth companies, investment advisors, financial institutions, brokerage firms, finance companies, real estate developers, manufacturers, distributors and service businesses, as well as hundreds of high net worth individuals. Our business attorneys assist clients with the legal issues involved in planning, structuring, negotiating and documenting their business transactions, in operating, financing and expanding their national and international activities, and in enforcing or defending contractual and other rights.

REAL ESTATE

The firm represents clients in all aspects of commercial, residential and planned development real estate transactions, development and finance. Our attorneys have experience in acquisitions, sales and exchanges; negotiating and drafting commercial leases; real estate finance, including loan workouts and restructurings; sale-leasebacks; formation of limited liability companies, partnerships and joint ventures for real estate investment and development; and the negotiation and restructuring of leases. We have also counseled institutional and private lenders on issues related to the underwriting, documentation, servicing and foreclosure of real estate loans.

FINANCIAL INSTITUTIONS

Our attorneys are experienced in representing commercial banks, thrift institutions, mortgage banking firms and finance companies. We have advised such clients on federal and state regulatory matters and such services as negotiation and documentation of commercial credits, loan participations; advising in the workout and foreclosure of troubled credits; development and design of deposit and loan products; representation in mergers and acquisitions; and advice for the operation of holding companies and subsidiaries.

GENERAL CORPORATE AND COMMERCIAL PRACTICE

The firm advises clients on the full range of legal issues that arise in the ordinary course of each client's business. We advise our clients in all aspects of business planning, structuring, negotiating and counseling. Such matters include the choice of an entity and the formation of new corporations, limited liability companies and partnerships, advice regarding board of directors and shareholder meetings, and preparation of documentation for shareholder agreements, joint venture agreements, supply agreements, franchise arrangements, licensing and distributorship agreements, leasing transactions, general contract law matters and secured and unsecured credit transactions. We have experience representing clients from the "start-up" venture stage to the mature public company.

E-BUSINESS AND EMERGING GROWTH COMPANIES

Our developing e-business practice combines business, corporate, securities, and intellectual property expertise to meet our clients' emerging business needs. We serve clients moving into the Internet industry and address the full range of unique legal and business needs of these ventures, ranging from financing, securities compliance, intellectual property protection and other operational and business concerns. Our attorneys provide clients with the needed guidance in developing successful growth strategies, forming strategic alliances and in structuring new policies for successful business development.

ESTATE PLANNING AND EXECUTIVE COMPENSATION

The matters on which we advise clients include the structuring of complex foreign and domestic business and personal transactions, employee compensation and benefits planning. In addition, the firm provides a broad range of personal estate and succession planning services, including wills, living trusts, complex trusts and family limited partnerships.

INTELLECTUAL PROPERTY AND LICENSING

Our attorneys are experienced in matters relating to copyright, trade names, trademarks and licensing. We have advised clients in the protection of new software programs, approval of trade names, trademarks and service marks, and have provided advice and assistance in fulfilling licensing and distribution requirements in state, national and international applications. In addition, we regularly advise our clients on trade secret protection and enforcement of trade secret rights.

COMPLEX CIVIL LITIGATION

Our attorneys have also successfully handled numerous complex commercial litigation matters including securities, antitrust and consumer fraud litigation. Recently, our firm was retained as post-trial defense counsel several days after a jury verdict was rendered against our client in the amount of approximately \$24 million dollars (an \$18 million dollar jury award and an attorneys fees motion for approximately \$6 million dollars, which we were successfully able to avoid). The award in that matter, entitled *FF Orthotics Corp., Inc., et al. v. Good Feet, et al.*, Case No. GIC 791494, California Superior Court, San Diego County, (Judge Fredric Link) was grounded in antitrust violations, franchise law violations and unfair business practices violations. By virtue of the post trial work and the subsequent settlement negotiations (which included 11 plaintiffs), we were able to reduce the judgment to \$4.25 million, paid over time, which allowed the individual defendants/shareholders to retain ownership of the defendant corporations and ultimately remove

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the defendant corporations from receivership. The defendant entities are currently again selling franchises nationwide and are in the process of expanding globally.

Our attorneys also acted as co-class counsel and co-trial counsel, in a class action entitled *Jason A. Park v. Cytodyne Technologies, Inc.*, Case No. GIC 768364, California Superior Court, San Diego County, (Judge Ronald L. Styn), asserting false advertising claims under the Unfair Competition Laws (Ca Business and Professions Code Sections 17200 and 17500) and the Consumer Legal Remedies Act (Ca. Code Civil Section 1750), brought a successful motion for class certification and obtained a judgment of \$12,536,820.00 in restitution and additional prohibitive injunctive relief on behalf of the certified class after a 7 week trial in 2003.

Our attorneys have also represented numerous parties in arbitrations before the National Association of Securities Dealers and American Arbitration Association.

Patrick Keegan, the co-founder and managing partner of our firm, has specialized in complex commercial litigation, including securities, antitrust and consumer fraud litigation, and has worked on numerous class actions, including the following cases, in which he acted as lead or co-lead counsel on behalf of a plaintiff class resulting in recoveries of over one million dollars:

(1) *Kritz, et al. v. Fluid Components, Inc., et al.*, Case No. GIN057142, San Diego Superior Court, North County Division, (Judge Robert P. Dahlquist) (represented employees of Fluid Components Inc. in an action asserting violations of California Labor Code and the Unfair Competition Laws (Section 17200 of the Business and Professions Code), and obtained a claims-made settlement of \$1.6 million for 156 class members in 2008).

(2) *Darren Pedersen v. Ford Motor Company*, Case No. GIC 821797, Superior Court for the State of California, San Diego County, (Judge Jeffrey B. Barton) (represented a class of persons who purchased or leased a new model year 2000 or 2001 Ford F-150 truck equipped with either the Class III Trailer Towing Group option or the Heavy-Duty Electrical/Cooling Group option and not equipped with the 7700 lbs Payload Group option from Ford Motor Company directly or through one of its authorized dealerships), and obtained a settlement of (1) a cash award of approximately \$100 per Class Vehicle; or (2) reimbursement for prior out-of-pocket or notice period radiator replacements for nearly 100,000 class members in 2007).

(3) *Wathik Sabri, et al. v. GMAC Mortgage Corporation*, Case No. 03CC00423, California Superior Court, Orange County, (Judge Richard L. Bauer) (represented employees of GMAC Mortgage (dba DiTech.com) in an action asserting violations of California Labor Code and the Unfair Competition Laws (Section 17200 of the Business and Professions Code), and obtained a claims-made settlement of \$5 million to class members in 2006).

(4) *Malek v. Blue Cross of California*, Case No. BC271992, California Superior Court, Los Angeles County, (Judge Anthony J. Mohr) (settlement of \$5 million on behalf of the class of insureds in California governmental health care plans and prohibitive injunctive

relief in 2005).

(5) *Jean Hargis v. Metabolife International, Inc.*, Case No. GIC797521, California Superior Court, San Diego County, (Judge John S. Meyer) (settlement of an uncapped monetary recovery on behalf of the class of every purchaser of Metabolife's ephedrine products over 4 year period and prohibitive injunctive relief in 2005).

(6) *Gordon v. Reliant Energy Inc. et al.*, Case No. 00-CV-2525 BTM(RBB), U.S. District Court, Southern District of California, (Judge Barry Ted Moskowitz) antitrust case (settlement with one electricity market participant for \$150 million in cash consideration in 2002).

(7) *National Metals, Inc. v. Sumitomo Corporation, et al.*, Case No. GIC734001, *Heliotrope General, Inc., et al. v. Sumitomo, et al.*, Case Nos. 701679 and 701680, California Superior Court, San Diego County, (Judge J. Michael Bollman) (\$15.75 million settlement in 2002).

(8) *Jorge Reinoza v. Syntrax Innovations, Inc. et al.*, Case No. GIC757535, California Superior Court, San Diego County, (Judge Patricia Cowett) (case settled for settlement value of \$1.58 million in 2002).

(9) *In re Alliance Equipment Leasing Securities Litigation*, Master File No. 98-CV-2150-J(CJA), United States District Court, Southern District of California (Judge Napoleon Jones) (\$2 million partial settlement in 2001).

(10) *In re Alliance North American Government Income Trust Securities Litigation*, Master File No. 95-CV-0330 (LMM), United States District Court, Southern District of New York (case settled for settlement value of \$14 million in 2000).

(11) *Miller, et al. v. NTN Communications, et al.*, Case No. 97-CV-1116 TW (JAI), United States District Court, Southern District of California (Judge Thomas Whelan) (case settled for \$3.25 million in 2000).

(12) *Heliotrope General, Inc., et al. v. Sumitomo, et al.*, Case Nos. 701679 and 701680, California Superior Court, San Diego County (Judge J. Michael Bollman) (case settled for \$43.5 million in 1999).

(13) *Schaefer v. Overland Express Variable Rate Fund*, Case No. 95-CV-0314-B (CM), United States District Court, Southern District of California (Judge Rudi Brewster) (case settled for \$7 million in 1997).

(14) *Hahn v. Investors Trust*, Case No. 94-1455-B (POR), United States District Court, Southern District of California (Judge Rudi Brewster) (case settled for \$7.2 million in 1996).

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(15) *Strang v. JHM Mortgage Sec. L.P.*, Case No. 94-20542 (JW), United States District Court, Eastern District of Virginia (case settled for \$1.15 million in 1995).

(16) *In re IDM Litigation*, Case Nos. 677095, 677097, BC 121902, BC 121903, 677093, 677096, California Superior Court, San Diego County (Judge Robert Baxley) (settlements of \$5.2 million on behalf of 1,300 investors in 1995).

(17) *In re Coin Cases*, Case Nos. BC 109176, BC 109250 BC 109409, BC 109612, BC 109269, California Superior Court, Los Angeles County (cases against Merrill Lynch settled for \$37 million in 1994).

APPELLATE EXPERIENCE

Mr. Keegan has also written appellate briefs for California state courts and federal courts, and in published decisions on securities cases heard by the U.S. Courts of Appeals for the Ninth, Eighth, and Second Circuits in the following cases.

(1) *Hunt v. Alliance North American Government Income Trust, Inc.*, 159 F.3d 723, Fed. Sec. L. Rep. ¶ 90,294 (2nd Cir.(N.Y.), Oct 15, 1998).

(2) *Steckman v. Hart Brewing, Inc.*, 143 F.3d 1293, Fed. Sec. L. Rep. ¶90,205 (9th Cir.(Cal.), May 14, 1998).

(3) *Abada v. Charles Schwab & Co., Inc.*, 300 F.3d 1112, Fed. Sec. L. Rep. ¶91,959 (9th Cir.(Cal.), Aug 21, 2002).

(4) *In re Navarre Corp. Securities Litigation*, 295 F.3d 791, Fed. Sec. L. Rep. ¶91,928 (8th Cir.(Minn.), Jul 01, 2002).

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

RENEE BLASZKOWSKI, et al.,
individually and on behalf of
others similarly situated,
Plaintiffs/Class Representatives,

vs.

MARS INC., et al.,

Defendants.

CASE NO.
07-21221 CIV
ALTONAGA/BROWN

CERTIFIED
COPY

VIDEOTAPED DEPOSITION OF PETER LARRY ATKINS

San Jose, California

Wednesday, November 5, 2008

REPORTED BY:

Jean H. Vaughn

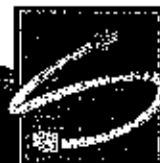
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. All right. Well, we'll table that for the time being and let me ask you some additional questions.

And perhaps that may also relate to some of these other products at issue, but let's start with the California Natural Chicken and Brown Rice. How does Natura Pet Food Products or how did Natura Pet Food Products market that particular item during the time frame of November of 2003 and November of 2007? What is the whole array of marketing techniques utilized by Natura for that item?

A. From a centralized standpoint we do very little marketing ourselves. The Web site would be the predominant source of marketing and advertising activity from a Natura Pet Products corporate standpoint.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Q. Do you have agreements with distributors or wholesalers that cover sales of your products -- and this would apply from November of '03 to November of '07 -- in all 50 states? Is that correct?

A. Yes.

Q. All right. So you cover the nation?

A. Yes.

Q. That would include Florida?

A. Yes.

Q. Okay. It would include California?

A. Yes.

Q. And points in between?

A. Yes.

Q. Okay. And you have agreements with the wholesalers to sell your products; is that correct?

A. Yes.

Q. And these are written agreements?

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A. Correct.
Q. In every case you have a written agreement with a wholesaler?

A. Yes.

[REDACTED]

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[REDACTED]

Q. Okay. Are you aware during the period of November of 2003 to January of 2003 where -- whether samples were provided -- let me back up here. Let me back up foundationally.

Who is the distributor or distributors that handle Natura pet food products for the State of Florida?

A. From the period of 2003 --

Q. Correct.

A. -- or now or --

Q. All of my questions will be for that period.

A. Okay.

Q. For that pertinent period of November of 2003 to January of 2003.

A. The main distributor that we've had --

MS. CAVERLY: Let me interrupt because you said November of 2003 to January of 2003.

MR. NIELD: You are right. I meant November of 2007. November 2003, November of 2007.

BY MR. NIELD:

Q. I'm sorry, go ahead.

A. The main distributor we've had there is a company called Pet Professionals Choice and they are

10:23:55 1 based outside of Orlando.

10:23:56 2 And then up until, gosh, I don't know the
10:24:00 3 exact termination date, but would have been '05 or
10:24:04 4 '6, we would have had another distributor there
10:24:08 5 whose name escapes me at the moment. But they are
10:24:13 6 no longer a distributor, but they would have been in
10:24:17 7 play up until 2005 or '6.

10:24:18 8 Q. Okay. So Pet Professionals Choice came
10:24:21 9 after this other company?

10:24:22 10 A. They came -- actually while they were --
10:24:25 11 they both were in existence for a period of time and
10:24:27 12 distributing together in the market.

10:24:29 13 Q. Distributing Natura pet food products in
10:24:32 14 the market?

10:24:32 15 A. Yes.

10:24:34 16 Q. The other company's name you can't recall
10:24:37 17 at this moment?

10:24:41 18 A. No. It will come to me, but I can't recall
10:24:43 19 at the moment.

10:24:43 20 Q. Well, we'll be here for a while, so if it
10:24:45 21 comes to you in the meantime I would appreciate if
10:24:48 22 you let me know. I would like to include it on the
10:24:53 23 record. And if we don't remember it today, perhaps
10:24:54 24 we can make arrangements to get that name --

10:24:57 25 A. Sure.

10:24:57 1 Q. -- in another date.

10:24:59 2 But currently the distributor that handles
10:25:02 3 Natura pet food products, the pet food products
10:25:04 4 we've identified as being at issue for at least a
10:25:07 5 part -- well, strike that.

10:25:08 6 I guess they were one of the distributors
10:25:11 7 at one point and now the only distributor for that
10:25:14 8 November '03, November '07 time period was Pet
10:25:18 9 Professionals Choice, correct?

10:25:20 10 A. Correct.

10:25:21 11 Q. Of Orlando, Florida?

10:25:23 12 A. They are outside of Orlando. Longview, I
10:25:26 13 think, but apparently right outside of Orlando.

10:25:30 14 Q. And they would be the distributor for the
10:25:33 15 entire State of Florida?

10:25:33 16 A. Yes. Yes, there might be -- actually, I
10:25:37 17 would have to look at the contract. There might be
10:25:39 18 a question about the panhandle portion. May or may
10:25:42 19 not be included in there, but definitely for the
10:25:45 20 majority of Florida. And, again, we can look that
10:25:48 21 up and confirm it.

10:25:49 22 Q. Is there another wholesaler that you are
10:25:51 23 thinking about might be contracted as it relates to
10:25:55 24 the panhandle portion of Florida?

10:25:56 25 A. Our distributor out of Atlanta, Southeast

10:26:02 1 Pet is their name, and actually it's Austell,
10:26:07 2 Georgia, I know covers that area. Whether or not
10:26:10 3 they cover it for us, I would have to go back and
10:26:12 4 look at the contracts. I honestly don't recall at
10:26:16 5 this moment.

10:26:21 6 Q. All right. So either one or perhaps two
10:26:23 7 companies?

10:26:25 8 A. Or potentially three if they were in there,
10:26:28 9 too.

10:26:29 10 Q. Yeah. You are right. Let me -- I didn't
10:26:32 11 phrase that very well.

10:26:32 12 You talked about an unknown of company and
10:26:35 13 Pet Professionals Choice. And at least those two
10:26:38 14 and perhaps three, the company just outside of
10:26:42 15 Atlanta, Southeast Pet, were responsible for
10:26:46 16 distributing Natura pet food products in the State
10:26:49 17 of Florida in the pertinent time period, November of
10:26:54 18 '03 to November of '07, correct?

10:26:56 19 A. Just to rephrase that, the two Florida
10:26:59 20 distributors for sure. Again, Southeast Pet
10:27:02 21 undetermined. They may or may not. But could be
10:27:05 22 potentially one of those distributors.

10:27:07 23 Q. Okay. That's fine. And that would be for
10:27:10 24 the pet food products that we just discussed, we've
10:27:13 25 identified several times now, correct?

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A. Yes.
Q. And that would include the Innova Senior
Dry Dog Food, correct?

A. Yes.

[REDACTED]

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[REDACTED]

Q. All right. So let's go back to that question then. To the extent that you know about it, heard about it, seen it, what kind of cooperative efforts are undertaken between the wholesalers and the retailers whether or not one of your representatives is involved?

A. Sure. Wholesale reps, when there is one, their job is usually to be order takers. They go in, they go call on the accounts. They'll push deals, do promotions, try to get shelf space for their products, those kind of things. So my estimation, that would be a typical sales activity for a wholesale sales representative.

Q. Push deals, get shelf space with retailers, correct?

10:37:00 1 A. Yes, sir.

10:37:01 2 Q. Does Natura Pet Food Products provide its
10:37:06 3 wholesalers any instructions or guidance as to the
10:37:09 4 type of retailer it would like to sell its products
10:37:14 5 or did it provide that kind of instruction or
10:37:17 6 direction during the relevant time period?

10:37:19 7 A. Yes.

10:37:23 8 Q. What type of instructions or directions do
10:37:26 9 you give your wholesalers as to the type of retailer
10:37:30 10 you would like handling Natura pet food products?

10:37:34 11 A. Actually, by our contract with distributors
10:37:37 12 they are required to sell only to independent feed
10:37:41 13 stores, pet stores, veterinary offices and those
10:37:47 14 kind of outlets. They are exclusive -- they are
10:37:49 15 prohibited by contract to sell to major mass
10:37:53 16 merchandise outlets, grocery stores, PetSmarts,
10:37:56 17 PETCOs, those kind of outlets.

10:38:02 18 Q. And that was a marketing decision that
10:38:04 19 individuals at Natura Pet Food Products made?

10:38:09 20 A. Yes. From our inception, yes.

10:38:24 21 Q. As far as who these independent stores are,
10:38:30 22 pet foods -- independent pet food stores or feed
10:38:32 23 stores or veterinarians, the wholesalers develop
10:38:36 24 those group of -- that group of retailer; is that
10:38:40 25 correct? They develop -- they go out and figure out

10:38:44 1 who these individuals -- who these entities are?

10:38:47 2 A. Sure, yes.

10:38:48 3 Q. Do these entities have to be approved in
10:38:51 4 any way by Natura Pet Food Products once they are
10:38:53 5 identified by the wholesaler?

10:38:55 6 A. No. As long as they are within the scope
10:38:57 7 of that independent store definition, then there's
10:38:59 8 no approval necessary.

10:39:11 9 Q. Getting back to Pet Professionals Choice,
10:39:19 10 one of the distributors in the State of Florida, do
10:39:24 11 you know the names of the individual sales
10:39:27 12 representatives for that entity that cover the State
10:39:30 13 of Florida?

10:39:30 14 A. I do not know.

10:39:34 15 Q. And would that also apply to PetReps, Inc.,
10:39:38 16 if indeed they do have some coverage of the State of
10:39:41 17 Florida?

10:39:42 18 A. No, I do know their sales representatives.

10:39:45 19 Q. And who is the PetReps, Inc. sales
10:39:49 20 representatives that would be in the State of
10:39:50 21 Florida?

10:39:51 22 A. In the time frame in question the only one
10:39:57 23 that would have been a full-time dedicated sales rep
10:39:59 24 in that territory would be a gentleman by the name
10:40:01 25 of Jim Balsimo, B-a-l-s-i-m-o.

10:40:07 1

Q. B-a-l-i --

10:40:09 2

A. -- s-i-m-o.

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Q. Okay. And you are not certain whether or not his territory covered the panhandle of Florida or not?

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A. No, not as I sit here I would not be able to tell you exactly if it did or didn't, no.

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Q. But as to the other two entities, Pet Professionals Choice and the one that -- whose name you can't recall right now, you don't have any recollection of which sales representatives that they were utilizing in the State of Florida; is that correct?

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A. Correct, I don't know their sales reps' names, no.

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Q. Are there any -- well, we were talking about cooperative efforts.

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You are talking about shelf space, deals. When you are talking about deals, you are talking about discounts on the cost of your items or promotions -- give-away promotions or something. What kind of deals are we talking about?

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A. I guess I have to clarify the context. In our previous discussion was about our wholesalers and their representatives and their activities,

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1 so --

10:41:40 2 Q. Correct.

10:41:40 3 A. -- if you are asking me to speak to that,
10:41:42 4 then what you've described are pretty typical. The
10:41:45 5 promotions by the distributor, could be company
10:41:47 6 promotions that Natura or other of their suppliers
10:41:51 7 provide that they pass on to their stores. Those
10:41:54 8 kind of activities, yes.

10:41:56 9 Q. So you're coordinating -- well, strike
10:41:59 10 that.

10:41:59 11 Does Natura Pet Food Products coordinate
10:42:04 12 its -- strike that.

10:42:06 13 Natura Pet Food Products is not involved in
10:42:11 14 the retail marketing of the products that we've
10:42:14 15 discussed as being at issue; is that correct?

10:42:18 16 A. Wait. I guess the question is "involved."
10:42:21 17 We are involved as far as our direct reps, people
10:42:25 18 that are employed by us or even our contract
10:42:27 19 representatives primarily to do training. We spend
10:42:32 20 quite a bit of time and money on education.

10:42:38 21 Our bags are sold one at a time. And it
10:42:42 22 takes those representatives at the retail floor
10:42:45 23 level to be knowledgeable, educated about our
10:42:48 24 products and to believe in our products to be able
10:42:50 25 to promote them and sell them to their customers.

10:42:55 1 Q. So your people or your contracted sales
10:43:00 2 reps are involved in the training of the retailers,
10:43:06 3 the individuals that work for the retailers as far
10:43:09 4 as what your products are about, the benefits of
10:43:12 5 your products, the kinds of things you would like
10:43:17 6 them to communicate to the ultimate consumer,
10:43:20 7 correct?

10:43:20 8 A. Correct.

10:43:22 9 Q. When it comes to your relationship with the
10:43:25 10 wholesalers, do you coordinate with the wholesalers,
10:43:30 11 Natura's wholesalers, various programs that they may
10:43:33 12 be utilizing, deals that they may be utilizing in
10:43:37 13 their contacts with the retailers?

10:43:40 14 A. Yes.

10:43:44 15 Q. For instance, you may be promoting one or
10:43:47 16 more products from a price perspective and you'll
10:43:50 17 pass that along to them and then they pass it along
10:43:53 18 to the retailer. Is that how it works? Something
10:43:56 19 like that?

10:43:56 20 A. That would be an example, yes.

10:44:26 21 Q. All of the products that we've gone through
10:44:29 22 as far as being at issue for your deposition today
10:44:33 23 and we've already established were sold during the
10:44:38 24 pertinent time period, November of '03 to November
10:44:41 25 of '07, all of those products are marketed by Natura

10:44:44 1 Pet Food Products through its wholesalers with the
10:44:47 2 assistance of your sales force and your contracted
10:44:50 3 sales force in all 50 states; is that correct?

10:44:56 4 A. No. It wouldn't be correct just again for
10:44:59 5 the fact that we -- the manpower you described would
10:45:02 6 not be able to cover all 50 states.

10:45:05 7 We are represented by retail customers that
10:45:07 8 our wholesale customers sell to in all 50 states to
10:45:11 9 some degree, some better than others.

10:45:13 10 But as far as our own representation or
10:45:13 11 even wholesale representation, there probably are
10:45:15 12 some like North Dakota and Montana that probably
10:45:18 13 don't get to see a rep on a pretty regular basis,
10:45:21 14 so --

10:45:22 15 Q. A rep meaning either a rep from a
10:45:24 16 wholesaler or a rep from your company or a rep that
10:45:27 17 you contract with; is that correct?

10:45:28 18 A. Or both. Or all three, right.

10:45:30 19 Q. But your products are available, to the
10:45:33 20 best of your knowledge, these products that we are
10:45:35 21 talking about today, in all 50 states; is that
10:45:38 22 correct?

10:45:38 23 A. Yes.

10:45:43 24 Q. Is there any variation in the way Natura
10:45:48 25 Pet Food Products packages those products that we've

10:45:51 1 talked about being at issue today in different parts
10:45:56 2 of the country or is the packaging uniform for each
10:45:59 3 of those products wherever it's sold in the country?

10:46:03 4 A. It's uniform.

10:46:04 5 Q. Uniform. There's no modifications done for
10:46:11 6 whatever -- you know, differences in state statutes
10:46:14 7 or regulations as to what's supposed to be on
10:46:17 8 packaging or not supposed to be on packaging?

10:46:21 9 A. No. It's all -- everybody gets the same
10:46:22 10 bag.

10:46:24 11 Q. In responding to the production request of
10:46:26 12 plaintiffs were you involved in providing
10:46:29 13 documentation relating to packaging of those
10:46:31 14 products at issue?

10:46:34 15 A. From a supervisory level to have those
10:46:38 16 produced, yes.

10:46:39 17 Q. To the best of your knowledge, has all of
10:46:41 18 the packaging -- documentation relating to the
10:46:45 19 packaging of those products at issue been produced
10:46:49 20 to the plaintiffs as requested?

10:46:50 21 A. To my -- it was produced to Kristen, so to
10:46:53 22 the extent of what she produced I don't know.

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[REDACTED]

Q. And that would also include providing samples to your distributors for their retailers in the State of Florida in the November '03 to November '07 time period, correct?

A. Yes. Those samples would have been available to our distributor during that time period.

Q. And that would have included Innova Senior Dry Dog Food, correct?

A. Yes.

Q. Okay. So that opportunity for those distributors to provide free samples of that product

10:48:24 1 to retailers in the State of Florida during that
10:48:27 2 time period existed but you don't have any specific
10:48:30 3 information as to whether those samples were passed
10:48:33 4 out and, if so, to who, correct?

10:48:35 5 A. Correct.

10:48:40 6 [REDACTED]
10:48:41 7 [REDACTED]
10:48:43 8 [REDACTED]
10:48:48 9 [REDACTED]
10:48:51 10 [REDACTED]
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11:08:45 25 [REDACTED]

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[REDACTED]

Q. This information you are talking about, the nutrient levels, carb levels, amino acid profile, is this information you include in your labeling?

A. We do not include it in our labeling, no.

Q. What's the purpose of having this information?

A. We've always had a policy of being very open and transparent and providing as much information to our customers as possible. And all

11:58:49 1 that information we put on our Web site so customers
11:58:52 2 can go look and see that extended list of
11:58:55 3 information that is there about the products that
11:58:58 4 they feed. Veterinarians can look take a look at
11:59:02 5 that same information for their purposes. So it's
11:59:04 6 really again to communicate and provide more
11:59:06 7 information to our customers.

11:59:12 8 [REDACTED]
11:59:16 9 [REDACTED]
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11:59:57 23 [REDACTED]
11:59:58 24 [REDACTED]
12:00:00 25 [REDACTED]

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[REDACTED]

Q. I think you also indicated that one of the primary forms of advertising utilized by your company is the Web site?

A. Yes.

Q. The Natura Web site?

A. Yes.

Q. When did Natura first create its Web site?

A. Our first iteration of the Web site would have been -- gosh, I couldn't give you an exact date, but I would say mid to late '90s, in that ballpark, '96, '97 probably.

Q. And it's been maintained in some form over the years?

A. Yes, sir.

Q. Up through November of 2007?

A. Yes.

Q. And I imagine it's evolved over that time

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period?

A. Correct.

Q. Who -- would you as the designated representative of Natura Pet Products be the most knowledgeable person as relates to the Web site and its contents?

A. Yes, sir.

Q. Now, who is in charge -- well, strike that. Did you hire someone on the outside to initially design the Web site?

A. Yes.

[REDACTED]

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Q. And how would you describe this, this page?

13:26:09 4

A. It's kind of about the company Natura Pet Products.

13:26:12 5

13:26:17 6

Q. Seems to be a page that was included in -- well, is this from your Web site?

13:26:21 7

13:26:24 8

A. Yes.

13:26:28 9

13:26:31 10

Q. Okay. So I'm going to mark this as Exhibit 3 to your deposition.

11

(WHEREUPON, DEPOSITION EXHIBIT 3 WAS MARKED FOR IDENTIFICATION.)

12

13:26:34 13

THE WITNESS: Actually, I take it back.

13:26:35 14

Looking at the printout it looks like it's

13:26:38 15

definitely not -- it looks like from a shopping

13:26:40 16

site, somebody else's site. So it could have been

13:26:45 17

extracted from our site and plugged into this one,

13:26:47 18

but I -- I don't recognize the actual -- because if

13:26:50 19

you look at the left it talks about best seller,

13:26:53 20

shopping cart, things that we wouldn't have on

13:26:56 21

our -- our Web site so, no, I'm not familiar with

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this page at all.

13:27:00 23

BY MR. NIELD:

13:27:00 24

Q. Does your company utilize on-site shopping

13:27:06 25

sites, on-line shopping sites to merchandise its

13:27:09 1 products?

13:27:10 2 A. We do not directly, no. Our distributors
13:27:13 3 sell to those type of companies, though, yes.

13:27:17 4 Q. Okay. But the text of this particular
13:27:20 5 document is information that you recognize, correct?

13:27:23 6 A. It looks -- it looks familiar, yes, sir.

13:27:25 7 Q. Would it be information that your company
13:27:29 8 provided to Brighton, for instance?

13:27:32 9 A. Yes.

13:27:33 10 Q. Or provided to -- or perhaps Brighton and
13:27:37 11 your wholesalers?

13:27:38 12 A. Correct.

13:27:41 13 Q. And the information on this document is
13:27:45 14 accurate, true?

13:27:47 15 MS. CAVERLY: As of what time frame,
13:27:48 16 Counsel?

13:27:49 17 MR. NIELD: As of the time that it was
13:27:51 18 produced. I think the witness indicated sometime in
13:27:53 19 2006.

13:27:55 20 THE WITNESS: Yes.

13:28:02 21 [REDACTED]

13:28:02 22 [REDACTED]

13:28:08 23 [REDACTED]

13:28:11 24 [REDACTED]

13:28:15 25 [REDACTED]

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Q. I notice in Paragraph 3, starting about two-thirds of the way down of the first line, the statement is made that, "We use only ingredients you'd eat yourself." Correct?

A. Yes, sir.

Q. And it goes on to say "quality meats, whole grains, fresh fruits and vegetables, and complete vitamin and mineral supplements."

And I think I've seen representations by Natura in other advertising that -- well, it's here too, excuse me. Under "Quality," "the highest quality human-grade pet food ingredients" are utilized in your products, correct?

A. That has been --

MS. CAVERLY: I'll object as compound. I'm not sure which phrase or discussion you are asking him about.

MR. NIELD: Well, we can take them -- we can take them individually then.

BY MR. NIELD:

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Q. Let's start with the one where you indicate that "We only use ingredients you'd eat yourself." Meaning that the pet owner, I'm assuming, would eat those ingredients themselves, correct?

A. The ingredients that we use, yes.

Q. And then going down to that section where it -- titled "Quality," it says "because we only use the highest quality human-grade pet food ingredients in our dog and cat foods, we apply the highest quality manufacturing guidelines to our production process."

Do you see that?

A. Yes.

Q. Natura represents here and I think elsewhere that it uses human-grade ingredients in its pet food, correct?

A. Yes. Here it does, yeah.

[REDACTED]

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[REDACTED]

Q. All right. And I didn't mean to infer that you said it was -- that the food was for human consumption, just that it was fit for human consumption, that it could be consumed by human beings.

A. Correct. You could make that parallel, correct.

Q. And that's a parallel that you are drawing in this article, correct?

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A. This article -- again, this article is part of somebody else's Web site that I'm not sure exactly where it came from, but it looks like it's from an earlier iteration of our Web site, so --

Q. The information contained in -- on this page, Exhibit 3, is information that came from your company, correct?

A. At some point, yes, I believe so.

Q. In making the representation that "we use only ingredients you'd eat yourself," you are again inferring that the ingredients utilized are ingredients that would be fit for human consumption, correct?

A. Yes.

Q. And is that Natura's position, that all of the ingredients it utilizes in its pet food products are fit for human consumption?

A. Yes.

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. Would that same thing -- I don't want to be splitting hairs here, but when we are talking about something that's human grade and something that's fit for human consumption, are those things the equivalent, same -- same meaning to you or is there some difference in what that would mean?

A. Yeah, again, they are two different things. Fit for human consumption means that the intended audience for that product is you or I or a human, which is not at all the case in our -- in our products and in our marketing.

Again, it's our opinion that the ingredients that we use are of human quality, something that we would feel comfortable eating ourselves.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Q. The question was a little different. And

14:13:13 1 perhaps I should break it down by product. But, for
14:13:16 2 instance, is it your opinion and therefore the
14:13:25 3 corporate entity's position that all of the
14:13:29 4 ingredients in Innova Senior Dry Dog Food are
14:13:34 5 human-grade ingredients?

14:13:35 6 A. Again, based on the -- my opinion of the
14:13:39 7 definition of the term "human grade," the answer is
14:13:42 8 yes.

14:13:46 9 Q. Would that same answer apply to all of the
14:13:50 10 ingredients in California Natural Chicken and Brown
14:13:55 11 Rice Adult --

14:13:56 12 A. Yes.

14:13:58 13 Q. -- product?

14:13:59 14 Okay. And in California Natural Dry Dog
14:14:02 15 Food?

14:14:04 16 A. Yes.

14:14:05 17 Q. Actually, I misspoke because that's a
14:14:09 18 duplication of California Natural Lamb Meal and
14:14:12 19 Rice, right?

14:14:12 20 A. I would consider those in the same -- as
14:14:14 21 the same, yes.

14:14:15 22 Q. Okay. And in California Natural Salmon and
14:14:18 23 Sweet Potato Adult?

14:14:19 24 A. Yes.

14:14:23 25 Q. Innova Chicken Dry?

10:14:25 1 A. There's no such product.

10:14:26 2 Q. That's right. I'm going to have to --
10:14:35 3 Innova Dry Dog Food?

10:14:38 4 A. Yes.

10:14:46 5 Q. And Mother Nature - Beef Stew Recipe Dog
10:14:49 6 Biscuits?

10:14:50 7 A. Yes.

10:15:01 8 Q. All right. Well, we also had a discussion
10:15:03 9 about fit for human consumption. Would the same
10:15:08 10 answer apply to, for instance, Innova Senior Dog Dry
10:15:12 11 Food as it relates to the ingredients, would all the
10:15:14 12 ingredients in that product in the opinion of
10:15:18 13 yourself and the corporate entity, Natura Pet
10:15:23 14 Products, be fit for human consumption?

10:15:27 15 A. That's a defined term and is regulated and
10:15:31 16 the answer would be no, because any ingredient that
10:15:33 17 comes to a pet food plant automatically is
10:15:37 18 disqualified from being fit for human consumption.

10:15:45 19 Q. You said that fit for human consumption is
10:15:49 20 a defined term. Who is that defined by?

10:15:57 21 A. I always get confused between USDA and
10:16:02 22 FD -- I think it's USDA.

10:16:04 23 Q. And is it your understanding that the
10:16:05 24 USA -- USDA indicates that if a product comes from a
10:16:15 25 pet food manufacturing plant it is not fit for human

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consumption?

A. Yeah. I mean, you could get a truckload of Harris Ranch filet mignons, send it to our plant, and once it hits the front door of the pet food plant it automatically is not allowed to be used for human consumption or fit for human consumption.

[REDACTED]

11:20:02 1 correct, how it's processed?

11:20:10 2 A. Correct.

11:20:12 3 Q. And that's a rendered product, correct?

11:20:14 4 A. Correct.

11:20:17 5 Q. And it indicates that "Chicken meal is the
11:20:19 6 dry rendered (cooked down) product from a
11:20:25 7 combination of clean flesh and skin with or without
11:20:28 8 accompanying bone derived from the parts of whole
11:20:32 9 carcasses of chicken -- exclusive of feathers,
11:20:35 10 heads, feet, or entrails." Correct?

11:20:38 11 A. Yes, sir.

11:20:40 12 Q. It goes on to say "Chicken meal is
11:20:43 13 considered to be the single best source of protein
11:20:47 14 in commercial pet products. Natura uses
11:20:49 15 high-quality, low ash chicken meal extensively. The
11:20:52 16 ingredient is very digestible, very palatable and
11:20:57 17 very expensive."

11:20:59 18 Is it the position of Natura Pet Products
11:21:02 19 that chicken meal is a human-grade ingredient?

11:21:08 20 A. Again, it's my opinion, and as I represent
11:21:11 21 Natura Pet Products, that it is a human-quality,
11:21:14 22 human-grade ingredient, yes.

11:21:19 23 Q. It's your understanding that chicken meal,
11:21:25 24 the part of the chicken that's utilized or rendered,
11:21:28 25 is that part that's left over after all of the parts

14:21:32 1 of the chicken that humans utilize for consumption
14:21:36 2 have been taken from the chicken?

14:21:37 3 A. Not all the parts, no, sir.

14:21:40 4 Q. What parts are left that are utilized for
14:21:44 5 human consumption before they are rendered?

14:21:46 6 A. Again, when chickens are processed, to the
14:21:49 7 best of my knowledge, there's quite a bit of meat
14:21:52 8 left over when the breasts are removed or the
14:21:54 9 thighs, et cetera, are removed from the bone. It's
14:21:57 10 that meat that's left over, including some of the
14:22:00 11 bone, some of the cartilage material, that's
14:22:01 12 included in chicken meal. And, again, I think
14:22:04 13 that's a very high quality source of protein.

14:22:14 14 [REDACTED]

14:22:20 15 [REDACTED]

14:22:23 16 [REDACTED]

14:22:28 17 [REDACTED]

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14:43:56 4

14:43:59 5

14:44:02 6

14:44:03 7

14:44:08 8

14:44:09 9

14:44:10 10

14:44:15 11

14:44:16 12

14:44:18 13

14:44:19 14

14:44:20 15

14:44:22 16

14:44:22 17

14:44:25 18

14:44:29 19

14:44:31 20

14:44:33 21

14:44:34 22

14:44:36 23

14:44:39 24

14:44:40 25

[REDACTED]

Q. The Natura Pet Products Web site I believe you testified earlier is one of the mechanisms in which Natura advertises its products, correct?

A. Correct.

Q. There is only one Natura Pet Products Web site, correct?

A. Correct.

Q. You don't, even if you could -- I suppose you could.

You don't have different web sites for different portions of the country, correct?

A. No.

Q. It's the same Web site for everyone across the country?

A. Yes.

Q. And that Web site was in existence, I think we've established that, from February -- excuse me, November of 2003 to November of 2007, correct?

A. Correct.

Q. Although it went through some revision over that period of time --

A. Right.

Q. -- correct?

10:44:41 1
10:44:44 2
10:44:46 3
10:44:47 4
10:44:48 5
10:44:49 6
10:44:52 7
10:44:56 8
10:45:02 9
10:45:03 10
10:45:07 11
10:45:12 12
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10:45:32 18
10:45:39 19
10:45:41 20
10:45:44 21
10:45:48 22
10:45:51 23
10:45:54 24
10:45:57 25

You would be as Natura's designated corporate representative the most knowledgeable person as to the contents of that Web site --

A. Yes.

Q. -- during that period of time?

A. Yes.

Q. Did Natura utilize the term "human-grade ingredients" in its Web site from -- in any way from November of 2003 to November of 2007?

A. Yes.

[REDACTED]

15:01:24 1

15:01:31 2

15:01:41 3

15:01:43 4

15:01:45 5

15:01:48 6

15:01:50 7

15:01:57 8

15:02:00 9

15:02:02 10

15:02:19 11

15:02:21 12

15:02:23 13

15:02:25 14

15:02:28 15

15:02:31 16

15:02:33 17

15:02:35 18

15:02:35 19

15:02:46 20

15:02:50 21

15:02:53 22

15:02:57 23

15:03:01 24

15:03:04 25

[REDACTED]

Q. And Number 1 is "Use only ingredients which I feel comfortable eating myself"; is that correct?

A. Yes.

Q. And that was correct between November of 2003 and November of 2007?

A. Yes.

Q. And just to be clear, I think you indicated that -- well, strike that. Maybe you didn't. Maybe you didn't.

That was a statement that you did utilize on your Web site between November of 2003 and November of 2007, correct?

MS. CAVERLY: "That" meaning what?

BY MR. NIELD:

Q. That meaning the statement, the position that we feel -- that we "use only ingredients which I would feel comfortable eating myself."

A. I believe so, yes.

Q. Do you continue to use that phrase in your Web site advertising?

A. As I sit here today, no, we do not.

15:03:07 1
15:03:10 2
15:03:14 3
15:03:22 4
15:03:24 5
15:03:25 6
15:03:29 7
15:03:39 8
15:03:44 9
15:03:49 10
15:03:50 11
15:03:53 12
15:03:53 13
15:03:56 14
15:04:01 15
15:04:05 16
15:04:08 17
15:04:12 18
15:04:15 19
15:04:18 20
15:04:22 21
15:04:25 22
15:04:36 23
15:04:39 24
15:04:44 25

Q. Can you recall specifically, if not generally, when you discontinued using that phrase? "You" being Natura Pet Products.

A. Why, just as recent as two or three weeks ago.

Q. Can you recall when generally you -- Natura began using that phrase in its Web site advertising?

A. My best estimate is that we probably have always used it at some level on our Web site. It's probably an accurate statement.

Q. Why did you discontinuous using it two or three weeks ago?

A. Again, based on our experience, discussions, learning from this case and the pet food recall, again transparency, trying to be as open and honest as we can with our customers, we decided it would be in our best interest to change that statement.

[REDACTED]

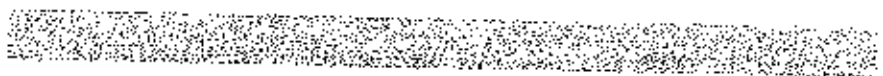
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Gluten free products

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Items in Cart	0
Subtotal	\$0.00
Shipping	\$0.00
Total	\$0.00



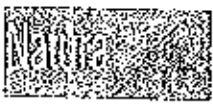
estimate shipping:

time
You are \$50.00 away from
FREE SHIPPING!

- Safe On Eagle Park Holistic Select
- ORIGIN 6 Fish & Sea Vegetables

Browse by Brand:

How do I find Natura Pet Products



Natura Pet Products
Natura Pet Products was founded in 1969 by John and Ann Rademakers and Peter Atkins in Santa Clara, California. Dissatisfied with the unhealthy ingredients in the pet foods on the market, they consulted with veterinary nutrition experts to determine the best sources for pet food ingredients. Working with caring pet

professionals - veterinarians, breeders and nutritionists - Natura asked one key question: "How do you make the healthiest pet food in the world?"

What they learned won't surprise you. Dogs and cats are healthiest when they eat the whole, natural foods we would eat ourselves: USDA-inspected chicken, turkey and lamb, whole grain rice and barley, fresh fruits and vegetables, and Grade A dairy products.

No pet food company in the world makes natural pet foods like Natura. We use only ingredients you'd eat yourself: quality meats, whole grains, fresh fruits and vegetables, and complete vitamins and mineral supplements. For us humans, a diet of natural, wholesome food is essential to living a long healthy life. We believe this fundamental principle is true for your pet, too.

All of our human grade dog and cat foods are carefully cooked and tested to ensure consistent nutrient quality and enjoyable texture and taste. All of the ingredients used in our pet foods are tested to make sure they are hormone, antibiotic and pesticide-free. And we never add artificial ingredients, chemical additives, by-products or fillers of any kind.

Quality

Because we use only the highest quality human-grade pet food ingredients in our dog and cat foods, we apply the highest quality manufacturing guidelines to our production process. There are no shortcuts here. We follow the strictest of pet food manufacturing guidelines to ensure we deliver a product that sets the benchmark in the industry. That's what your pet deserves.

Natura Pet Products has received certifications from the following four organizations:

American Institute of Baking (AIB) Superior rating certification - "...high AIB ratings confirm a manufacturer's commitment to excellence." - WDJ February, 2006.

USDA Organic Production Certification - A National Organic Program certifier has approved the facility and its procedures through rigorous inspection and auditing. (Natura's baking facility is certified by OneCert)

USDA APHIS (Animal and Plant Health Inspection Service) Registered - APHIS registry certifies that Natura purchases all of our meats from USDA registered suppliers who follow all USDA regulations for safe meat handling.

ISO Quality Management System 9001: 2000 compliant - An internationally recognized and highly respected system of quality management.

In addition to our accreditations, Natura employs our own standards of quality. Before any of our pet food is shipped, it must pass 119 quality-control checks.

This isn't just pet food. This is the foundation for your pet's long-term health. We want to be sure we provide him or her with the best pet food on the market, manufactured in the best way possible.

Natura Pet Products proudly manufactures the following brands.



EVO

California Natural

Click on the logo to be taken to the brand page.

EX 3
P. ATKINS
11/5/08

Exhibit C

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

RENEE BLASZKOWSKI, et al.,

Plaintiffs,

vs.

MARS, INCORPORATED, et al.,

Defendants.

Case No.
07-21221-CIV
ALTONAGA/BROWN

Videotaped Deposition of PATRICIA DAVES

Washington, D.C.

September 24, 2008

9:00 a.m.

Reported by: Michele E. Eddy

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**DISC
ENCLOSED**

DISC CONTAINS

EXHIBITS

DEPOSITION

EXHIBITS

Condensed Transcript with Word Index

09:52:09 1 [REDACTED]
09:52:11 2 [REDACTED]
09:52:17 3 [REDACTED]
09:52:21 4 [REDACTED]
09:52:31 5 [REDACTED]
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09:52:46 10 [REDACTED]
09:52:47 11 [REDACTED]
09:52:48 12 [REDACTED]
09:52:53 13 [REDACTED]
09:52:55 14 [REDACTED]
09:52:58 15 [REDACTED]
09:53:01 16 [REDACTED]
09:53:09 17 [REDACTED]
09:53:10 18 [REDACTED]

09:53:18 19 Q Going back to Arnold, has Arnold ever been
09:53:26 20 fed a product manufactured or distributed by Natura
09:53:29 21 Pet Products?

09:53:31 22 A Yes.

09:53:32 23 Q What products manufactured or distributed by
09:53:36 24 Natura Pet Products has Arnold been fed?

09:53:40 25 A To the best of my memory, it was Innova

09:53:43 1 Senior.
09:53:53 2 [REDACTED]
09:53:57 3 [REDACTED]
09:53:58 4 [REDACTED]
09:54:08 5 [REDACTED]
09:54:09 6 [REDACTED]
09:54:11 7 [REDACTED]
09:54:11 8 [REDACTED]
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[REDACTED]

[REDACTED]

Q How many free samples did you receive of
Tnova Senior?

A I think it was on two occasions, I went into
the feed store, and I believe on two occasions I
picked up two packages. So it would be four packages,
as best I can remember. It might have been three
occasions. I don't think I ever got more than two
packages because I didn't want to be greedy. The lady
was saying, oh, take as many as you want, but, you
know, I didn't want to be greedy about it.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10:11:52 1 [REDACTED]
10:11:57 2 [REDACTED]
10:12:05 3 [REDACTED]
10:12:07 4 [REDACTED]
10:12:10 5 [REDACTED]
10:12:17 6 [REDACTED]
10:12:18 7 [REDACTED]
10:12:22 8 [REDACTED]
10:12:26 9 [REDACTED]
10:12:31 10 [REDACTED]
10:12:34 11 [REDACTED]
10:12:36 12 [REDACTED]
10:12:40 13 [REDACTED]
10:12:43 14 [REDACTED]
10:12:44 15 [REDACTED]
10:12:47 16 [REDACTED]
10:12:49 17 [REDACTED]
10:12:50 18 [REDACTED]
10:12:56 19 [REDACTED]
10:12:57 20 [REDACTED]

10:13:05 21 Q When did you first hear about any product
10:13:09 22 manufactured or distributed by Natura Pet Products?

10:13:13 23 A First hear about it? I think the name was
10:13:15 24 familiar to me, but the first time I really noticed
10:13:18 25 that that was something I would want to buy was at

10:13:21 1 that store when I got the samples.

10:13:25 2 Q You never did buy it, though, correct?

10:13:27 3 A No.

10:13:30 4 Q Why didn't you ever buy a product
10:13:32 5 manufactured or distributed by Natura?

10:13:35 6 A I think that's the only, as far as I know,
10:13:38 7 that's the only store in Ocala that sells it, and I
10:13:42 8 just happened to walk down that aisle and saw one of
10:13:45 9 their signs advertising it and I believe, I can't
10:13:50 10 recall exactly, but I believe I looked at the price
10:13:53 11 and thought it was a little pricey and then I looked
10:13:56 12 down in the aisle. They had like a wicker laundry
10:13:59 13 basket on the floor. It was like an old apple basket
10:14:04 14 on the floor. It had a whole bunch of samples in it,
10:14:07 15 little bags.

10:14:13 16 Q Tell me everything that you can remember
10:14:15 17 about the sign that you saw advertising Natura
10:14:19 18 products.

10:14:25 19 A Something about there's nothing in here you
10:14:29 20 wouldn't want to eat yourself, it's like it's human
10:14:33 21 quality food, something to that effect. Because I
10:14:34 22 remember thinking if this is human food that's in this
10:14:36 23 product, that means that they are getting ... they're
10:14:38 24 coming through a supplier just like humans do and it's
10:14:42 25 being inspected by whoever inspects human food, like

10:14:47 1 USDA, whoever does that, and, therefore, it's got to
10:14:49 2 be good stuff and no wonder it's so expensive.

10:14:56 3 [REDACTED]

10:14:57 4 [REDACTED]

10:15:02 5 [REDACTED]

10:15:04 6 [REDACTED]

10:15:08 7 Q Was it a pre-printed glossy type of
10:15:11 8 manufacturing sign?

10:15:12 9 A Yes.

10:15:15 10 Q Tell me to the best you can remember
10:15:18 11 everything about that sign.

10:15:24 12 A Just that it made me want to buy the food,
10:15:26 13 but I didn't want to pay that much money for it.

10:15:30 14 Q Do you remember anything specifically that
10:15:33 15 was written on the sign?

10:15:37 16 A Something to do with human food.

10:15:40 17 Q Do you remember whether the sign related to
10:15:42 18 a particular brand of Natura's products?

10:15:46 19 A No.

10:15:50 20 [REDACTED]

10:15:52 21 [REDACTED]

10:16:01 22 [REDACTED]

10:16:05 23 [REDACTED]

10:16:07 24 [REDACTED]

10:16:09 25 [REDACTED]

10:21:04

1

[REDACTED]

10:21:07

2

[REDACTED]

10:21:10

3

Q Was there anything else about the packages

10:21:12

4

that you can describe to me that the free samples of

10:21:14

5

Natura products you took?

10:21:16

6

A They had a list of their ingredients on

10:21:18

7

there and their analysis that I looked at.

10:21:21

8

Q Did you look at the list of ingredients on

10:21:24

9

the free samples before you took them home?

10:21:26

10

A Oh, yeah.

10:21:30

11

Q Did you look at the guaranteed analysis that

10:21:32

12

was listed on the packaging before you took it home?

10:21:35

13

A Yes.

10:21:41

14

Q Anything else about the sample packages that

10:21:43

15

you can recall?

10:21:45

16

A No.

10:21:47

17

Q Did you talk to anybody at Ocala Breeders &

10:21:49

18

Supply about Natura products before you took the free

10:21:53

19

samples home?

10:21:57

20

A I must have because the one lady encouraged

10:22:00

21

me to get them, but I don't remember the conversation.

10:22:04

22

[REDACTED]

10:22:06

23

[REDACTED]

10:22:09

24

[REDACTED]

10:22:12

25

[REDACTED]

10:27:41

1

[REDACTED]

10:27:43

2

[REDACTED]

10:27:45

3

[REDACTED]

10:27:47

4

Q So are you willing to say today to me that

10:27:50

5

other than Innova Senior, you have fed no other Natura

10:27:55

6

product to any of your pets?

10:27:57

7

MR. NIELD: Well --

10:27:58

8

Q Or are you holding open the possibility that

10:28:00

9

you might have fed something else?

10:28:03

10

MR. NIELD: It's argumentative. It's

10:28:05

11

repetitive. It's been asked and answered a couple of

10:28:09

12

times now. If you want to respond again, go ahead.

10:28:14

13

A Samples that I picked up, I'm pretty sure

10:28:17

14

they were all for Senior. There might have been one

10:28:20

15

in there that wasn't Senior. I don't think so. I'm

10:28:22

16

trying to be truthful here. This was a long time ago.

10:28:27

17

This was in '06.

10:28:31

18

Q Other than the sign that was on the shelving

10:28:35

19

where you saw Natura products at Ocala Breeders &

10:28:41

20

Supply and the packaging on the samples themselves

10:28:45

21

that you took home with you, have you ever been told

10:28:49

22

or read anything about Natura's Innova Senior product?

10:28:53

23

A Ever?

10:28:54

24

Q Yes.

10:28:54

25

A I went on their website last weekend to

10:28:57
10:29:02
10:29:07
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10:29:23
10:29:27
10:29:30
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10:30:13
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10:30:41
10:30:45

1 look.

2 Q Other than the website last weekend and the
3 sign that was on the shelving and the sample packages
4 themselves, have you ever read or been told anything
5 about Natura's products?

6 A I went out to explore to see what other
7 people were saying about Natura, if it was a good
8 product or not, and I got on some blogs. That has
9 been just recently.

10 Q In 2006, is it fair to say that other than
11 the sign that you saw on the shelving that you've
12 tried to describe to us and the sample packages
13 themselves, you had no other information about Natura
14 products that you relied on to feed those products to
15 your dog Arnold?

16 A The packaging on the other stuff on the
17 shelf that was made by Natura, the list of
18 ingredients, I'm like a compulsive label reader
19 because I guess I'm a vegetarian.

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

11:32:30 1 [REDACTED]
11:32:34 2 [REDACTED]
11:32:35 3 [REDACTED]
11:32:37 4 [REDACTED]
11:32:41 5 [REDACTED]
11:32:44 6 [REDACTED]
11:32:47 7 [REDACTED]
11:32:50 8 [REDACTED]
11:32:52 9 [REDACTED]
11:32:55 10 [REDACTED]
11:32:58 11 [REDACTED]
11:33:00 12 [REDACTED]
11:33:01 13 [REDACTED]
11:33:03 14 A I would like for them to be truthful and if
11:33:05 15 they say that it's human grade ingredients in the
11:33:10 16 package, it should be human grade. Human grade to me
11:33:13 17 means it's inspected by the same people and bought
11:33:15 18 from the same suppliers as you would feed it to
11:33:17 19 yourself or your kids.
11:33:22 20 [REDACTED]
11:33:24 21 [REDACTED]
11:33:27 22 [REDACTED]
11:33:31 23 [REDACTED]
11:33:39 24 [REDACTED]
11:33:41 25 [REDACTED]

11:40:14 1 [REDACTED]

11:40:17 2 [REDACTED]

11:40:23 3 [REDACTED]

11:40:26 4 [REDACTED]

11:40:32 5 [REDACTED]

11:40:34 6 [REDACTED]

11:40:37 7 Q Why did you get more samples if your dog

11:40:41 8 didn't like the first samples that you got?

11:40:44 9 A Because I thought they were really good for

11:40:45 10 him.

11:40:51 11 [REDACTED]

11:40:57 12 [REDACTED]

11:41:02 13 [REDACTED]

11:41:03 14 [REDACTED]

11:41:07 15 [REDACTED]

11:41:10 16 [REDACTED]

11:41:13 17 [REDACTED]

11:41:16 18 [REDACTED]

11:41:18 19 [REDACTED]

11:41:21 20 [REDACTED]

11:41:28 21 [REDACTED]

11:41:31 22 [REDACTED]

11:41:35 23 [REDACTED]

11:41:35 24 [REDACTED]

11:41:38 25 [REDACTED]

01:58:17 1 A Uh-hmm.

01:58:18 2 Q You have to say yes or no.

01:58:20 3 A Yes, yes.

01:58:21 4 MR. NIELD: It's getting long, I know.

01:58:22 5 BY MS. CAVERLY:

01:58:23 6 Q What about the use of chicken meal in the

01:58:28 7 Natura Innova Senior products makes you dissatisfied

01:58:32 8 with that product?

01:58:36 9 A Now that I know what it is? It makes me

01:58:38 10 really wonder if it has all of the bad parts of the

01:58:43 11 chicken in it, parts that I would never feed my dog.

01:58:48 12 Q What do you understand is the chicken meal

01:58:51 13 that Natura used in 2006 to make Innova Senior?

01:58:57 14 A What do I understand about it?

01:59:00 15 Q What do you understand it to be? You said

01:59:02 16 now that you know. What -- what do you understand to

01:59:06 17 be the chicken meal that Natura used in the Innova

01:59:11 18 Senior products that you fed to your dog?

01:59:14 19 MR. NIELD: Lacks foundation. May call for

01:59:17 20 speculation. May assume facts not in evidence, but go

01:59:19 21 ahead.

01:59:24 22 A Knowing that they do the rendering and so

01:59:26 23 forth instead of just the meat part of the chicken,

01:59:30 24 I'm very suspicious of all of the way that they

01:59:34 25 process their food. We have a rendering plant --

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1 Moses is the guy that cooks it down and makes it into
2 pet food. I had a chance to kind of experience how
3 bad his place was because my husband's in construction
4 and he built a 32 million dollars -- he oversaw the
5 building of a 32 million dollar high school in Ocala,
6 and it went right up next door to Moses' place. I was
7 trying to tour the high school right before it opened,
8 and the smell of dead animals and decaying flesh and
9 stuff that would just sweep over you, make you gag
10 because they were next door. And -- so this is where
11 the stuff's coming from that you're feeding your dog.
12 When I found out it was chicken meal, I'm thinking,
13 oh, we've got a Moses.

14 Q You don't have any reason whatsoever to
15 believe that Natura buys a single product from this
16 Moses that you've just testified about, do you?

17 A This particular Moses. But I imagine
18 there's many, many of him all over the country. I
19 have no reason to believe there's not or that any
20 other rendering places are any better.

21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

02:11:16 1 [REDACTED]
02:11:19 2 [REDACTED]
02:11:21 3 [REDACTED]
02:11:23 4 [REDACTED]
02:11:25 5 [REDACTED]
02:11:27 6 [REDACTED]
02:11:31 7 [REDACTED]
02:11:33 8 [REDACTED]
02:11:35 9 [REDACTED]
02:11:40 10 [REDACTED]
02:11:42 11 [REDACTED]
02:11:49 12 [REDACTED]
02:11:49 13 [REDACTED]
02:11:51 14 [REDACTED]
02:11:53 15 [REDACTED]
02:12:00 16 What Natura packages other than the samples
02:12:02 17 that you took with you do you recall looking at prior
02:12:06 18 to taking the samples?
02:12:11 19 A I think I looked at their cat products and
02:12:13 20 their dog products, but I couldn't tell you which
02:12:15 21 ones.
02:12:16 22 [REDACTED]
02:12:18 23 [REDACTED]
02:12:21 24 [REDACTED]
02:12:26 25 [REDACTED]

03:04:15 1 [REDACTED]
03:04:21 2 [REDACTED]
03:04:23 3 [REDACTED]
03:04:27 4 [REDACTED]
03:04:30 5 [REDACTED]
03:04:32 6 [REDACTED]
03:04:35 7 [REDACTED]
03:04:40 8 [REDACTED]
03:04:45 9 [REDACTED]
03:04:49 10 [REDACTED]
03:04:53 11 [REDACTED]

03:05:09 12 Q Did you feed Natura's Innova product to
03:05:13 13 achieve any particular results with your dog?

03:05:17 14 A Yes.

03:05:18 15 Q What result were you looking for from the
03:05:20 16 free samples of the Innova Senior that you fed?

03:05:25 17 MR. NIELD: It's been asked and answered.
03:05:26 18 Go ahead.

03:05:28 19 A I thought it would build him up, make him
03:05:31 20 feel better, make him stronger.

03:05:36 21 Q Why did you think that?

03:05:39 22 A Because of the ingredients in it and their
03:05:46 23 advertising.

03:05:47 24 [REDACTED]
03:05:49 25 [REDACTED]

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[REDACTED]

[REDACTED]

Q You don't recall as you sit here today whether the sign or any of the packaging on Natura's products that you saw in 2006 actually said the words human grade; is that correct?

A Packaging didn't have it. It was the sign that had it.

Q Do you actually recall as you sit here today that the sign that was advertising Natura Pet Products on the shelving at Ocala Breeders & Supply used the words human grade?

A Not exactly those words I couldn't swear to that.

Q You do recall that what was said on the sign was something that led you to conclude that people could eat the food, correct?

A Yes.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]