

EXHIBIT 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 07-21221-CIV-ALTONAGA/BROWN

RENEE BLASZKOWSKI, *et al.*,
individually and on behalf of
others similarly situated,
Plaintiffs,

vs.

MARS, INCORPORATED, *et al.*,
Defendants.

**DECLARATION OF KRISTEN E. CAVERLY IN SUPPORT OF
NATURA PET PRODUCTS, INC., RESPONSE IN OPPOSITION TO
PLAINTIFFS' RENEWED MOTION AND/OR MOTION FOR
RECONSIDERATION OF PLAINTIFFS' MOTION TO ADD AND/OR
SUBSTITUTE ARNA CORTAZZO AS A PLAINTIFF/CLASS
REPRESENTATIVE**

1. I, Kristen E. Caverly, am over the age of 18 and have personal knowledge of the facts set forth herein or know of such facts from my review of the case files for this action, which are maintained by my office in the normal course of business. I am lead counsel for defendant Natura Pet Products, Inc., and admitted *pro hac vice* in this action.

2. Attached hereto as Exhibit A is a true and correct copy of the Class Action Complaint filed by Arna Cortazzo against Natura Pet Products, Inc., on September 3, 2008, as it appears in the docket of the Southern District for the Florida Federal District Court's docket, Case No. 1:08-cv-22443-DLG.

3. Attached hereto as Exhibit B is a true and correct copy of Plaintiff's Notice of Voluntary Dismissal Without Prejudice filed by Arna Cortazzo, on September 26, 2008, as it appears in the docket of the Southern District for the Florida Federal District Court's docket, Case No. 1:08-cv-22443-DLG.

4. On November 12, 2008, I deposed Arna Cortazzo in Orlando, Florida. Attached hereto as Exhibit C are true and correct excerpts of the Deposition of Arna Cortazzo taken on November 12, 2008.

I declare the above under penalty of perjury under the laws of the United States of America on this 22nd day of December, 2008 in Rancho Santa Fe, California.

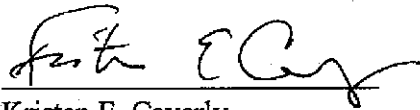

Kristen E. Caverly

EXHIBIT A

SEPT 03, 2008

STEVEN M. LARIMORE
CLERK U.S. DIST. CT.
S. D. OF FLA. MIAMI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO.

08-22443-CIV-GRAHAM/TORRES

ARNA CORTAZZO, individually and
on behalf of others similarly situated,

Plaintiff/Class Representative,

vs.

NATURA PET PRODUCTS, INC.,

Defendant.

CLASS ACTION COMPLAINT

Plaintiff/Class Representative, Arna Cortazzo, individually and on behalf of others similarly situated, file this Complaint against Defendant, Natura Pet Products, Inc. (hereinafter referred to as "Natura") and alleges as follows:

INTRODUCTION

1. This is a class action brought by the Plaintiff on behalf of a Class of all consumers who have purchased Natura's commercial pet food and/or treats that were manufactured, marketed, distributed and/or sold by Natura during the Class Period. The Plaintiff purchased pet food and/or treats that were manufactured, produced, distributed, marketed, advertised and/or sold by Natura and (a) relied upon and trusted Natura's representations and/or omissions in purchasing the pet food and/or treats; (b) the Plaintiff would not have purchased the pet food and/or treats had she known the truth about the nature, character, quality, ingredients and/or harmful effects; (c) did not receive a benefit from the purchase of pet food and/or treats that were materially different from what was advertised; and/or (d) the Plaintiff's cats and/or dogs have

suffered illness and/or death as a result of ingesting the pet food and/or treats as described more fully below.

2. The Plaintiff brings this action for injunctive relief, restitution and damages for (1) false and deceptive advertising, misrepresentations and omissions made by Natura in the marketing, advertising and sale of Natura's commercial pet food; and (2) for the illness and/or deaths of the Plaintiffs' cats and dogs from ingesting Natura's commercial pet food and treats.

PARTIES

Plaintiff/Class Representative

3. Plaintiff/Class Representative, Arna Cortazzo, was a resident of Florida during the class period. Plaintiff Cortazzo regularly purchased pet food during the class period for daily consumption by her cats/dogs in Florida, which was manufactured and marketed by Defendants, Natura. Natura manufactured, marketed, distributed and sold Plaintiff Cortazzo pet food, which purchases were made based upon the above-referenced Defendants' marketing.

Defendant Natura

4. Defendant, Natura Pet Products, Inc. ("Natura"), is a California corporation with its principal place of business in California. Natura is in the business of manufacturing, producing, marketing, distributing, advertising and/or selling dog and cat food and treats for purchase by the Plaintiff and the class in Florida and nationwide. Natura manufactures, markets and advertises pet food which have injured the Plaintiff and the Class as described more fully below. Natura regularly conducts business in Florida and places pet food products in the stream of commerce that reach Florida consumers. Natura has made a considerable effort to promote a sense of trust and confidence in its brands with the intent that the Plaintiff and the Plaintiff Class

will rely upon and trust in the Natura brand pet food ("No pet food company in the world makes natural pet foods like Natura. We use only ingredients you'd eat yourself..."). See Exhibit "1."

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(d)(2), as amended by the Class Action Fairness Act, in that at least one member of the Class is a citizen of a State different from any defendant named herein, there are over 100 class members and the matter in controversy exceeds the sum or value of \$5,000,000. This court has also has jurisdiction over supplemental law claims pursuant to 28 U.S.C. §1367.

6. Pursuant to Florida Statute §48.193, Natura has subjected itself to the jurisdiction of Florida courts by virtue of:

- (a) Operating, conducting, engaging in, or carrying on a business or business venture in this state or having an office or agency in this state; and/or
- (b) Committing a tortious act within this state; and/or
- (c) Causing injury to persons or property within this state arising out of an act or omission by the defendant outside this state, if, at or about the time of the injury, either; and/or
- (d) Engaged in solicitation or service activities within this state; and/or
- (e) Products, materials, or things processed, serviced, or manufactured by the defendant anywhere were used or consumed within this state in the ordinary course of commerce, trade, or use; and/or
- (f) Engaging in substantial and not isolated activity within Florida, whether such activity is wholly interstate, intrastate, or otherwise, and are subject to the jurisdiction of the courts of this state pursuant to Florida Statute §48.193(2), whether or not the claim arises from that activity; and/or
- (g) Any other applicable subsection of Florida Statute §48.193.

7. Venue is proper in this Court and judicial district pursuant to 28 U.S.C. §1391 and/or the Class Action Fairness Act because Natura has systematically manufactured for sale,

marketed, advertised and sold commercial pet food in this district. A substantial part of the events, misrepresentations, deceptive practices, omissions and/or injuries giving rise to the claim occurred in this district. Moreover, conduct that is the subject of the lawsuit occurred in this district.

FACTS GIVING RISE TO THE CLAIMS

8. Natura has spent millions of dollars over the years to build consumer confidence with the Plaintiff and consumers concerning its products and consequently intends that the Plaintiff and consumers rely on these representations, believing them to be fair, truthful, scientifically supported and/or otherwise true and accurate. Natura knows that the Plaintiff and consumers are particularly vulnerable to these representations because the Plaintiff and the average consumer have no knowledge of cat and/or dog nutrition or other requirements.

9. This relationship of trust and confidence is fostered by the retailers and pet specialty retailers, on which Natura has spent considerable time and effort in cultivating mutually profitable relationships to market, advertise and sell their cat and dog food to vulnerable and trusting consumers such as the Plaintiff. Natura also appears to employ individuals to market its pet food products in pet specialty retail stores consistent with its overall false and deceptive marketing scheme.

10. Based upon Natura's extensive and expensive marketing, the Plaintiff, like the Class, believes that when she purchases the Natura products, she is buying wholesome and/or "premium" pet food with all of the quality and other claimed "benefits" represented in Natura's marketing. Moreover, based upon regular, systematic and extensive claims that Natura is a world class expert in nutrition, the healthiest pet food in the world and provides human-grade pet food that the Plaintiff could eat herself, Natura fails to disclose that these representations are

false, deceptive and part of an ongoing marketing scheme to increase sales and patently false since Natura's products contain, among other things, "meat" that has been declared unfit for human consumption and which may contain mad cow disease. Natura has claimed throughout the class period that it promotes scientific research as to its pet food products thus leading the Plaintiff and consumers to believe that its pet food ingredients and claimed benefits are adequately supported by competent and reliable scientific data and that prior to using ingredients in the pet food, each ingredient is examined to determine the health effect and/or benefit on a cat or dog. However, Natura's pet food is far from the type of wholesome, "quality," research-supported and/or beneficial product that Natura has lead the Plaintiffs and consumers to believe.

11. The approximate millions upon millions of dollars spent by consumers on Natura pet food during the class period has been without the knowledge that the "wholesome," human-grade, "quality," "premium" pet food that they fed to their companion animals was made wholly or partially of inedible garbage unfit for human consumption, including, but not limited to, restaurant grease, roadkill, hair, blood, pus, esophagi, chicken heads, feathers, feet and intestines, cow brains, excrement, fetal tissue, moldy grains, hulls, styrofoam packaging from discarded supermarket meat, euthanized animals, including cats and dogs, and/or diseased, dying, disabled and dead animals.

12. Natura's marketing has mislead, deceived and/or failed to disclose to the Plaintiff on an ongoing and continuous basis throughout the Class Period (and prior to the class period) material information regarding the pet food products that she has purchased. Some specific examples include, but are not limited to:

- Natura's pet food containers deceptively include pictures and/or drawings of human-grade ingredients, but the pet food does not have human-quality food ingredients as depicted on the containers;

- Natura's marketing deceptively makes the Plaintiff believe that she is purchasing wholesome pet food when the Defendant uses a food pyramid similar to that used by nutritionists for human-grade food and human nutrition, particularly where the above-described pictures and/or drawings of human-grade ingredients are used;
- Natura's cat and dog food is deceptively marketed as having health, medical, hygienic and other benefits which are not adequately supported by competent and reliable scientific data;
- Natura includes ingredients in pet food without first determining whether those ingredients will have a deleterious effect on a cat or dog despite the numerous claims of extensive research that leads the Plaintiff to believe that pet food contents are safe for her cats and dogs and/or adequately supported by competent and reliable scientific data prior to sale;
- Natura's marketing makes numerous deceptive and/or false claims relating to quality, content, health, medical, hygienic, hairball, dietetic, breed and/or age specific benefits which are inaccurate and/or are not based upon competent and reliable scientific data supporting proving same;
- Natura deceptively and/or falsely markets its pet food as safe and wholesome yet tests have revealed that it contains glykoalkaloids and acetaminophen which demonstrates the lack of sufficient quality control and traceability analyses which makes the pet food unsafe;
- Natura deceptively and/or falsely markets itself as a pet food expert and claims to produce the safest and highest quality of pet food yet its pet food contains substances either known and/or unknown and/or substances that are toxic and/or unhealthy for cats and/or dogs;
- Natura markets its brands of pet food as "premium" and/or "super-premium," but it contains ingredients that are unhealthy for consumption by cats and dogs and either fails to provide the promised benefits or causes other health problems. For example, dry food diets packed with cereal promote the formation of crystals or stones in cats, diabetes, obesity and arthritis;
- Natura deceptively markets "light" or diet cat and dog food as providing a health benefit, when in fact it still largely consists of carbohydrates and other fillers that cause obesity, allergies and other known health problems and may be higher in carbohydrates than is advertised;
- Natura deceptive marketing leads the Plaintiff and consumers to believe that the ingredients used in its brands of pet food are "human quality," but it uses material other than human-grade "real meat, chicken, turkey," etc., as a nitrogen source to boost "protein" content unbeknownst to the consumer;

- Natura omits to advise the Plaintiff about the true quality and content of the pet food, including rendered product that may contain, including but not limited to, mad cow disease;
- Natura products contain a number of claims concerning the benefits, content and quality of its pet food without competent and reliable scientific documentation, including but not limited to, the bioavailability of its pet food products;
- Natura omits to advise the Plaintiff about the toxins and other substances in the pet food for which there are no known studies to substantiate their use in pet food and/or the long term effect on cats and dogs;
- Natura deceptively markets product comparisons where it compares its product to another without disclosing the shortcomings of its own product;
- Natura's marketing actively encourages the Plaintiffs and consumers to purchase its commercial pet food despite the known benefit of diets with higher levels of real protein and without cheap carbohydrate cereal fillers;
- Natura's marketing deceptively encourages the Plaintiff and consumers to buy "premium" pet food by representing that the expenditure of additional monies for "premium" pet foods provides nutritional, health, medicinal, hygienic and other benefits that non-premium pet foods allegedly do not have when they are comprised of essentially the same material;
- Natura deceptively market dry food as "good" for cats despite the fact that studies demonstrate that dry food is associated with a higher incidence of feline lower urinary tract disease;
- Natura deceptively markets dry food as "good" for dogs, but its dry food is comprised of cheap cereal fillers, additives and dyes contain ingredients that cause allergies, bloating and gastric upset, among other things;
- Natura touts its pet food as "the healthiest pet food in the world," human-grade and food that the Plaintiff would eat herself when it is food that has been deemed unfit for human consumption; and
- Natura's marketing omits to advise the Plaintiff of the predominance of processed carbohydrates, allergenic substances, low grade proteins and known and/or unknown ingredients and/or additives that have detrimental effects on the health of dogs and cats contrary to what the Plaintiff and consumers are lead to believe.

Natura's misleading, unfair and deceptive marketing and/or failure to disclose on an ongoing and continuous basis throughout the Class Period has resulted in damage to the Plaintiff because she

would not have otherwise purchased Natura products had she known the truth about them and/or her cats and/or dogs became ill and/or died from ingesting Natura pet food.

**Natura deliberately "Humanizes" Pet Food to
Obtain Greater Market Share and even more Staggering Profits**

13. As described above, Natura's marketing is intended to entice the Plaintiff and consumers to purchase pet food that they believe is human-grade quality because Natura intentionally markets it as such to boost sales because studies have shown that the Plaintiff and consumers want the best for their pets, including human-grade, healthy pet food products. Natura also markets its pet food with alleged health, medical and other benefits in much the same way that medical or other benefits are marketed to the Plaintiff and consumers directly for human consumption. For example, microbials and probiotics are marketed as providing a benefit to humans and they are also marketed in Natura's pet food without competent and reliable scientific evidence to demonstrate a benefit to a cat and/or dog. Likewise, Natura markets additional vitamins in its pet food without competent and reliable scientific evidence to support claims that cats and/or dogs derive a benefit from consuming additional vitamins. While Natura manufactures, distributes, markets, advertises and sells its commercial pet food as "human-grade," the matter contained in bags, pouches and cans is instead wholly or partially the product of recycling the putrid, inedible garbage of the human food industry, including additives, chemicals, toxins, contaminants and other substances both known and unknown.

Natura's Marketing Misleads the Plaintiff and Consumers

14. Natura's marketing induces the Plaintiff and consumers to buy Natura's pet food. Examples of such marketing include "human-grade," "real meat, beef, chicken or turkey," pet food that the Plaintiff would eat herself, among other things. The intent is to make the consumer feel good about purchasing Natura pet food for their companion cats or dogs with age, breed,

health, medical, dietetic and/or other claimed benefits that are described in various media and on the packaging. The Plaintiff, like the average consumer, is highly vulnerable to these and other inducements referenced herein because she has no knowledge of the nutritional and/or other requirements of her cats' and/or dogs' food and, therefore, the Plaintiff and consumers rely upon the trust and confidence that Natura has developed in their products and the representations and self-proclaimed expertise of Natura. The Plaintiff, like the average consumer, is unaware of pet food, including what additives, contaminants and other chemicals could be harmful to her cats and dogs and believe Natura's marketing representations, unaware that they are factually inaccurate, unsupported, deceptive, misleading, negligent and/or false representations and omissions about the quality, content, medical, health and/or other benefits of their pet food products.

15. The Plaintiff does not consider inedible garbage "human-grade" and would not have purchased Natura's pet food had she known the true contents and quality.

16. Natura's in-store representatives, the Natura website and Natura's bags, pouches and cans of Natura's commercial pet food made many strong representations to the Plaintiff and the class. For example, the website proclaims that "'no pet food company in the world makes natural pet foods like Natura. We use only ingredients you'd eat yourself.'" Moreover, Natura states that "All of our human grade dog and cat foods are carefully cooked and tested to ensure consistent nutrient quality..." In fact, there are so many representations on Natura's website, they cannot all be set forth here and these same representations are on the packaging and repeated by the in-store Natura marketing representatives. The Plaintiff, like the average consumer, has thus been regularly and systematically bombarded with representations by Natura that is intended to have the Plaintiff and the Plaintiff Class rely upon Natura's representations to

induce them into buying Natura pet food to their detriment. Moreover, Natura omits to advise the Plaintiff and the Plaintiff Class of the true contents and quality of the food.

17. For example, when marketing its commercial cat food, Natura represents that it is the "Healthiest Pet Food in the World." Natura further states:

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 vitamin 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.

Exhibit "1." However, the pet food still contains carbohydrate fillers notwithstanding the marketing representations, including barley, rice and potatoes. Moreover, far from being human grade food that the Plaintiff would eat herself, Natura's pet food contains chicken necks, heads, feet, undeveloped eggs, intestines, viscera free from fecal content and foreign matter and feathers only to the extent that the inclusion of such fecal matter, foreign matter and feathers might unavoidably occur in "good factory practice," whatever that means. The Plaintiffs would hardly consider eating this given that these ingredients are deemed "unfit" for human consumption. Natura's website indicates that the chicken meal it uses is exclusive of feathers, heads, feet or entrails, but testing has revealed the presence of feathers in Natura's pet food contrary to Natura's representations. Moreover, testing of Natura products has also shown that Natura pet food contains glycoalkaloid toxins from the processing of green potatoes that is at such a high level that it would be toxic to humans, much less small animals. See example at Exhibit "2." The ingredients and known and unknown contaminants and additives hardly comport with Natura's claims of the "healthiest Pet Food in the World" and/or food that the Plaintiffs would eat.

**Natura Profits by Recycling the Inedible Garbage of the
Human Food Businesses into its Commercial Pet Food**

18. Rendering companies dispose of millions of tons of inedible waste each day. Natura purchases this waste and turns it into pet food. Rendering melts down "animal parts" to separate fat soluble ingredients from water soluble and solid materials at high temperatures. The high heat from processing allegedly destroys bacteria, but also destroys nearly all of whatever nutrients may remain in the rendering vat, although after the rendering process, cross-contamination may occur. Natura's pet food is thus comprised of slaughterhouse waste and/or tainted grains considered "unfit for human consumption," including cow tongues, esophagi, bones, pus, blood, etc., as described above. The "whole grains" used have had the starch removed and oil extracted by chemical processing to make vegetable oil, or they are substantially comprised of the hulls and other remnants from the milling process. Some of the whole grains used may have been deemed unfit for human consumption because of mold, contaminants or poor storage practices. The potatoes that Natura's website so glowingly describes are potato peels.

19. The nutritional quality of by-products, meals, and digests can vary from batch to batch. Natura's pet food ingredients are by-products of the meat, poultry and fishing industries, with the potential for a wide variation in nutrient composition. Claims of minimum requirements of pet foods based on the current nutrient allowances do not relate to assurances of nutritional adequacy, i.e., whether the cat or dog can actually absorb the food as a nutrient, which is misleading to the consumer based upon the Defendants' marketing. The only real assurance is that the Plaintiff's cats and dogs should be able to survive by eating it, which is far different from Natura's marketing claims.

20. Dry foods contain a large amount of cereal grain or starchy vegetables to provide texture and little meat. These high-carbohydrate plant products also provide a cheap source of

"energy" or, more appropriately, calories. Gluten meals are high-protein extracts from which most of the carbohydrate has been removed. They are often used to boost protein percentages without expensive animal-source ingredients. In most cases, foods containing vegetable proteins are among the poorer quality foods. Proteins are especially vulnerable to heat, and become damaged, or "denatured," when cooked. Because dry food ingredients are cooked twice, first during rendering and again in the manufacturing process, altered proteins lead to food intolerances, food allergies and inflammatory bowel disease.

21. The unique, pungent odor to a new bag of dry pet food is most often "rendered" animal fat, or vegetable fats and oils deemed inedible for humans. Contrary to Natura's marketing representations, Natura manufactures, distributes and sells recycled human food waste that is not fit for human consumption, which is in stark contrast to the human-grade, "premium," and "quality," commercial pet food that it markets to consumers such as the Plaintiff.

22. Dogs and cats are carnivores and should be fed a meat-based diet. Natura lead the Plaintiff and the class to believe that this is what they are feeding their cats and dogs by making representations in stores, on its website and on the packages and in other media of "real" turkey or chicken in its pet food. This is all false and misleading to the consumer.

23. There have been reports of euthanized cats and dogs that have been "rendered" and ultimately made into pet food that would reach millions. Not coincidentally, drugs used in the euthanasia process have been detected in pet food because the drugs are not destroyed by heat. See 1998 study of samples from Laurel, Maryland attached hereto as Exhibit "3" and 2002 FDA Report on the Risk from pentobarbital in dog food attached hereto as Exhibit "4."

24. While the FDA's 2002 report concluded that it was "highly unlikely" that dogs will experience adverse effects from consuming pentobarbital and that it could find no evidence

of rendered dogs and cats out of only 31 "sample" pet foods, there was no real explanation as to the methods, sampling or analysis as to whether long term effects were considered over the life of a cat or dog. Exhibit "4." The FDA stated "it is assumed that the pentobarbital residues are entering pet foods from euthanized, rendered cattle or even horses," meaning the FDA ruled out dogs and cats in only 31 pet foods they tested. However, a published scientific journal regarding the study stated to the contrary – both horses and cattle were ruled out because none of the 31 dog food samples examined in the study tested positive for equine-derived proteins. Exhibit "5." The study further concluded that cattle are only occasionally euthanized with pentobarbital, and thus are not considered a likely source of pentobarbital in dog food. Moreover, although the results of the study narrowed the search for the source of pentobarbital poison, it did not define the source, i.e., the species responsible for the pentobarbital contamination. Exhibit "5." The FDA never found the source of the pentobarbital, nor did the study attempt to address reports of cat and dog illness or deaths from ingestion of pentobarbital nor newspaper and television accounts of animal shelters sending thousands of euthanized cats and dogs to rendering plants used by pet food companies such as Natura.¹

25. For example, a television report in St. Louis aired video footage of a truck with the motto "Serving the Pet Food Industry" entering a rendering plant where euthanized dogs and cats from local animal shelters were hauled. The report generated a public outcry, regarding this cannibalistic-like practice. In another story, an investigative reporter in the Baltimore area reported that euthanized cats and dogs had been rendered into Purina and other pet food despite the "guarantee" given by the rendering facility that the rendered product sold to Purina did not contain same. Exhibit "6." The Plaintiff loves her cats and dogs and consider them members of

¹3-4,000,000 dogs and cats are euthanized in animal shelters each year. See http://www.hsus.org/pets/issues_affecting_our_pets/pet_overpopulation_and_ownership_statistics/hsus_pet_overpopulation_estimates.html.

her family. These "guarantees" from rendering plants are thus meaningless because they are not followed during processing and Natura either knows, or should know, that their suppliers are not abiding by them. The Plaintiff would not have purchased Natura's pet food had she known of this practice.

26. Natura's marketing of its purportedly "human-grade" pet food that the Plaintiff would eat herself is wholly inconsistent with the pet food having pentobarbital in it, no matter what the source of the species.

Chemical Preservatives and Contaminants

27. Some preservatives are added to ingredients or raw materials by the suppliers, and others may be added by the manufacturer. Pet foods are preserved with either synthetic or "natural" preservatives. Synthetic preservatives include butylated hydroxyanisole (BHA) and butylated hydroxytoluene (BHT), propyl gallate, propylene glycol (also used as a less-toxic version of automotive antifreeze), and ethoxyquin. Exhibit "7." Ethoxyquin is a preservative that is used in pet food. Exhibit "8." Ethoxyquin has also been used as a rubber preservative and/or pesticide and is listed and identified as a hazardous chemical under the criteria of the OSHA Hazard Communication Standard (29 CFR §§1910, 1220). The Chemical Toxicology of Commercial Products states that ethoxyquin has a toxic rating of 3 (on a scale of 1 to 6, with 6 being super toxic requiring less than 7 drops to produce death). While the FDA maintains it is "safe," it nevertheless asked the pet food manufacturers to "voluntarily" lower the levels previously allowed at 150 ppm to 75 ppm. Exhibit "35." While BHA and BHT retard rancidity in fats and oils, some studies have indicated that these preservatives have caused cancer in rats.

28. Contrary its marketing, Natura's pet food contains these preservatives even though there is little information documenting the toxicity, safety, interactions or chronic use of

these chemicals in pet foods that may be eaten every day for the life of the animal. Yet, through their marketing, Natura lead the Plaintiff and consumers to believe that they are the leaders in advanced or superior pet nutrition. Given the Defendants' marketing concerning the quality of the product and the "research" that goes into producing it, upon which the Plaintiff and consumers rely, Natura's marketing is deceptive and/or fraudulent, since a reasonable consumer would expect a company to research the long-term effects of preservatives and other ingredients prior to including them in pet food that is marketed as a well-researched quality product and as safe.

29. Ingredients used in Natura's pet food may have been contaminated with a wide variety of toxic substances, including but not limited to, bacteria such as *Salmonella* and *E. coli*, endotoxins, drugs that were used to treat or euthanize the rendered animals such as Penicillin and pentobarbital, and antibiotics. Exhibit "7." Natura pet food may also contains mycotoxins from mold or fungi, chemical residues and acrylamide. Exhibit "7."

Numerous Serious Toxic Pet Food Recalls Demonstrate that Natura Does Not Properly Test, Monitor or otherwise Verify Pet Food Contents that are Marketed as "Healthy, Wholesome and Nutritious"

30. Although largely unknown to the Plaintiff and the class, commercial pet food has been the subject of numerous lethal recalls over the years. The recent massive Menu Foods recall is yet another example of the disastrous effect of the lack of regulation on pet food which results in pet food companies success in profiting by the lack of regulations and the consequent cost to the Plaintiff and the Class in companion animal illness and deaths and exorbitant veterinarian bills to try to save them. While Natura was not the subject of the massive 2007 Menu Foods debacle, testing has revealed glycoalkaloids in Natura pet food in an amount toxic

to humans, much less dogs or cats. The list of other serious recalls is long and demonstrates the frequency of same:

- In 1995, Nature's Recipe recalled almost a million pounds of dry dog and cat food after consumers complained that their pets were vomiting and losing their appetite. The problem was a fungus that produced vomitoxin contaminating the wheat.
- In 1999, Doane Pet Care recalled more than a million bags of corn-based dry dog food contaminated with aflatoxin. Products included Ol' Roy (Wal-Mart's brand) and 53 other brands. The toxin killed at least 25 dogs.
- In 2000, Iams recalled 248,000 pounds of dry dog food distributed in 7 states due to excess DL-Methionine Amino Acid, a urinary acidifier.
- In 2003, a recall was made by Petcurean "Go! Natural" pet food due to circumstantial association with some dogs suffering from liver disease; no cause was ever found.
- In late 2005, Diamond Foods recalled pet food contaminated with moldy corn which contained a particularly nasty fungal product called aflatoxin. The toxin killed at least 100 dogs.
- In 2005, 123,000 pounds of cat and dog treats were recalled due to *Salmonella* contamination.
- In 2006, more than 5 million cans of Ol' Roy, American Fare, and other dog foods distributed in the southeast were recalled by the manufacturer, Simmons Pet Food, because the cans' enamel lining was flaking off into the food.
- Also in 2006, Merrick Pet Care recalled almost 200,000 cans of "Wingalings" dog food when metal tags were found in some samples.
- In the most deadly recall of 2006, 4 prescription canned dog and cat foods were recalled by Royal Canin. The culprit was a serious overdose of Vitamin D that caused calcium deficiency and kidney disease.
- In February 2007, the FDA issued a warning to consumers not to buy "Wild Kitty," a frozen food containing raw meat. Routine testing by FDA had revealed *Salmonella* in the food. The FDA specifically warned about the potential for illness in humans, not pets. There were no reports of illness or death of any pets, and the food was not recalled.
- The most lethal pet food in history is the continuing subject of the largest recall ever. Menu Foods recalled more than 100 brands including Iams®, Eukanuba®, Hill's Science Diet®, Purina Mighty Dog®, and many store

brands, including Wal-Mart's, over 60 million individual cans and pouches. Some estimate pet deaths in the thousands and thousands of pets have become sick. The estimate is that 20-30% died from acute renal failure caused by the food. The death toll reported to the FDA is believed to be drastically underreported due to the volume of calls and consumers' inability to log the deaths and illnesses.

Exhibit "7." Additionally, while the Natura website advises that its products have been "tested" for melamine, it is widely reported that it was the combination of melamine with cyanuric acid that caused the deaths and illness of thousands of cats and dogs in 2007. Natura's website is silent as to whether their pet food is tested for melamine and cyanuric acid. This is also deceptive and misleading to the consumer.

Nutrition-Related Diseases

31. Unbeknownst to the Plaintiffs and the class, Natura's "human-grade" pet foods cause numerous health problems because they are filled with cheap, inedible grains as fillers and poor protein sources when Natura knows that cats and dogs are carnivores. The unpleasant results of poor protein, grain-based, processed, year-in and year-out diets are common. Health problems associated with commercial pet food such as Natura's include urinary tract disease, kidney disease, dental disease, obesity, diabetes, chronic digestive problems, bloat, heart disease, hypertension, hyperthyroidism and bovine spongiform encephalopathy ("BSE") or "mad cow" disease.

32. Diets composed primarily of low quality grains and rendered meals are not as wholesome as Natura has led the Plaintiff and consumers to believe. The Plaintiff paid for the Natura's pet food because she thought that Natura pet food was human-grade, "real" meat based upon Natura's marketing and was not aware of the true contents and quality (or lack thereof) of the Natura's food products, including the additives, contaminants, toxins and other ingredients.

33. The rampant problems with Natura's lack of quality control and traceability of ingredients, among other things, has lead to the illness and deaths of thousands of cats and dogs.

34. Had the Plaintiff known the true nature, character, contents and quality of the Natura's pet food, she would not have purchased Natura's pet food products.

35. The Plaintiff has also had to pay for expensive veterinarian bills and/or incurred other expenses as a result of her dogs' and cats' illnesses and/or deaths from ingesting this food.

36. Natura is aware that the true contents of its dog and cat food products are not what they market them to be. Natura has deceptively, unfairly, willfully, intentionally and/or negligently misrepresented, deceived and/or omitted to disclose the quality and contents of their pet food products to the Plaintiff and the consumer class to increase their profit margins at the expense of the Plaintiff's beloved cats and dogs about whom Natura professes to care. Moreover, as described above, Natura's marketing representations are deceptive, false, unfair and misleading.

CLASS ACTION ALLEGATIONS

37. The Plaintiff/Class Representative brings this action on her own behalf and as a Plaintiff class action pursuant to Federal Rule of Civil Procedure 23(a), 23(b)(2) and (3) on behalf of the following proposed Plaintiff Class:

All consumers in the United States who have purchased pet food produced, manufactured, advertised, marketed, distributed and/or sold by Natura that (a) was marketed as having certain ingredients or benefits to cats and dogs when the pet food either contained ingredients and/or additives and/or contaminants and/or other matter that were not represented in the Defendants' marketing and/or (b) fails to contain the promised benefits based upon scientifically valid research studies. The relevant time period for the Class is May 9, 2003 through the present.

The Plaintiff/Class Representative reserves the right to amend the Plaintiff Class definition after more information has been obtained through discovery. At the time of class certification, one or more subclasses may be proposed. Excluded from the proposed Class are the Defendant, its parents, subsidiaries and affiliates, directors and officers, and members of their immediate families. Also excluded from the Class are the Court, the Court's spouse, all persons within the third degree of relationship to the Court and its spouse, and the spouse of all such persons.

Injunctive Relief

38. The Plaintiff brings this Plaintiff Class Action under Rule 23(b)(2) because Natura has acted or refused to act on grounds generally applicable to the Class, such that a final injunctive relief is appropriate with respect to the class as a whole. In particular, the Plaintiff seeks injunctive or other equitable relief regarding the false and deceptive marketing, advertising and sale of Natura's pet food.

Numerosity

39. On information and belief, Natura's revenues are approximately \$120,000,000 and Natura pet food is marketed, distributed and sold in every state. The members of the Plaintiff Class are thus so numerous and geographically diverse that joinder of all of them is impracticable. While the exact number and identities of the members of the Plaintiff Class are unknown at this time, and can only be ascertained through appropriate discovery from the Natura's records and notices, the Plaintiff/Class Representative believes and therefore avers that there are thousands of Plaintiff Class members throughout the United States and knows for certain that there are over 50. As a general rule, classes of 40 or more are numerous enough to certify. See 3B J. Moore & J. Kennedy, *Moore's Federal Practice* para. 23-05 [1] (2d ed. 1987). Given the expense of litigating against Natura and that each Class Member's damages are

relatively small, it would be virtually impossible for individual Class Members to bring suit against Natura. The Class thus has no other viable remedy other than class certification.

Commonality

40. There are questions of fact and law common to members of the Plaintiff Class that predominate over any questions affecting any individual members including but not limited to, *inter alia*, the following:

- (a) Whether Natura should be enjoined;
- (b) Whether Natura advertised, marketed and sold pet food that the consumer would not have purchased had the consumer been aware of the true contents, additives, chemicals and other contents of the pet food;
- (c) Whether Natura manufactured, marketed, advertised, distributed and/or sold pet food that marketed promised benefits, but which marketing claims are unsupported by competent and reliable scientific research studies;
- (d) Whether Natura conducted marketing surveys or other studies to determine how best to "humanize" pet food to induce consumers to buy it;
- (e) Whether the "human-grade" and/or other marketing claims marketing is deceptive and unfair;
- (e) Whether Natura deceptively, unfairly, knowingly, intentionally and/or negligently manufactures, produces, advertises, markets, distributes and/or sells pet food that contains toxic, dangerous, and/or other ingredients, additives or chemicals;
- (f) Whether Natura knew or should have known that valid research studies should be performed prior to marketing the pet food and/or treats and the claimed benefits to induce the Plaintiffs and the Plaintiff Class to purchase the Defendants' pet food and/or treats;

(g) Whether Natura marketed, represented or held itself out as an expert in dog and/or cat nutrition and the otherwise beneficial effects of pet food and/or treats;

(h) Whether Natura knew or should have known that the ingredients and/or additives and/or other substances in pet food and/or treats do not have the nutritional and/or other beneficial qualities claimed in its marketing;

(i) Whether Natura intended for consumers to rely on its marketing representations;

(j) Whether Natura was unjustly enriched by selling consumers pet food that was adulterated, did not comport with its own marketing, contained toxic substances, and/or was otherwise not as advertised;

(k) Whether Natura's marketing and advertising was false and deceptive under Florida and applicable state laws;

(l) Whether Natura violated applicable consumer statutes requiring Natura not to commit deceptive or unfair trade practices to the detriment of the consumer;

(m) Whether Natura negligently manufactured, distributed marketed and sold pet food and/or treats to the Plaintiff and the Class; and

(n) Whether Natura negligently made false representations and/or omissions regarding its pet food to the Plaintiff and the Class that were not supported by competent and reliable scientific data and research;

Typicality

41. The Plaintiff/Class Representative's claims are typical of the claims of the other members of the Class in that all such claims arise out of Natura's conduct in manufacturing, producing, marketing, advertising, processing, distributing, selling and entering into the stream of commerce pet food as described herein. The Plaintiffs/Class Representatives and other

members of the Plaintiff Class seek identical remedies under identical legal theories, and there is no antagonism or material factual variation between Plaintiffs/Class Representatives' claims and those of the Class.

Adequacy

42. The Plaintiff/Class Representative will fairly and adequately protect the interests of the Class. The Plaintiff/Class Representative's claims are coextensive with, and not antagonistic to, the claims of others members of the Class and she is willing and able to vigorously prosecute this action on behalf of the Class. The Plaintiff/Class Representative has retained Maltzman Foreman, PA and Keegan and Baker, LLC which are comprised of competent counsel who are very experienced in class action litigation.

Predominance and Superiority

43. The Plaintiff/Class Representative brings this action under Rule 23(b)(3), because common questions of law and fact predominate over questions of law and fact affecting individual members of the Class. In addition, the expense of litigating each member of the Class's claim individually would be so cost prohibitive as to deny Class members a viable remedy given the Defendants propensity to aggressively litigate this action. Certification under Rule 23(b)(3) is appropriate because a class action is superior to other available methods for the fair and efficient adjudication of this action, and the Plaintiff/Class Representative envisions no unusual difficulty in the management of this action as a class action.

44. Wherefore, the Plaintiff/Class Representative, on her behalf and all others similarly situated, respectfully requests this Court to:

(a) Enter an order certifying the Class under Rules 23(a), 23(b)(2) and/or (b)(3) and appointing the Plaintiff/Class Representative and her legal counsel to represent the Class;

- (b) Enter an injunction requiring Natura to cease their false and deceptive advertising;
- (c) Award restitution and disgorgement in an amount to be determined at trial;
- (d) Enter an Order granting reasonable attorneys' fees and costs to Class Counsel;
- (e) Award damages, including punitive damages, as allowed by law;
- (f) Establish a consumer fund to monitor consumer pet food issues and to educate consumers regarding pet food and treat issues;
- (g) Award costs of suit, including pre and post-judgment interest;
- (h) Grant such other and further relief in law or equity as the Court deems just and proper.

COUNT I

Fraudulent Misrepresentation and Concealment²

45. The Plaintiff/Class Representative hereby adopts and incorporates by reference paragraphs 1-44 as if set forth more fully herein.

46. During the class period, Natura was engaged in the business of manufacturing, distributing, marketing, promoting, advertising, and selling pet food throughout the United States.

47. Natura made false representations, intentionally omitted and/or concealed material facts from, the Plaintiff/Class Representative and the Class in the marketing, distribution, and sale of Natura's pet food on a regular and systematic basis throughout the Class period by, including, but not limited to:

- (a) Failing to disclose, and/or intentionally concealing ingredients which are not safe or healthy for companion pets;

² And other state fraudulent misrepresentation and concealment laws of the various states where Class members reside.

- (b). Failing to disclose, and/or intentionally concealing, the results of tests showing the potential health risks to companion pets associated with the use of Natura's commercial pet foods;
- (c). Making false representations of fact that certain ingredients are beneficial to cats and/or dogs when there is no competent and reliable scientific evidence to support such representations;
- (d). Failing to include adequate warnings about the potential actual risks and nature, scope, severity, and duration of adverse effects of the ingredients and contents in Natura's pet food;
- (e). Concealing information regarding the known health risks to companion pets associated with Natura's pet foods; and
- (f). Concealing research showing the deleterious effect of Natura's pet food and/or failing to conduct competent and reliable scientific studies to support the claims while leading consumers to believe that they were accurate;
- (g). Representing that Natura's pet food was human-grade when that is patently false; and
- (h). Representing that Natura uses "only ingredients you'd eat yourself" when the ingredients in Natura's pet food are unfit for human consumption.

48. Natura deliberately and/or intentionally misrepresented by omission or concealment material facts from consumers, including the Plaintiff/Class Representative and other Class members.

49. Natura intentionally concealed facts known, or facts which it should have known, as alleged herein, in order to ensure increased sales and profits of its pet foods.

50. The Plaintiff/Class Representative and the Class were unaware of the falsity of the omissions and concealment and justifiably relied on Natura's representations and omissions. Had the Plaintiff/Class Representative and the Class known the true facts, she would not have purchased Natura's pet foods and/or fed Natura's pet foods to their companion pets.

51. As a direct and proximate result of Natura's misrepresentations and/or omissions and concealment of material facts, the Plaintiff/Class Representative and the Class have suffered damages.

52. Natura's conduct in concealing material facts and making the foregoing misrepresentations, as alleged herein, was committed with such reckless disregard that the conduct amounts to a conscious disregard or indifference to the rights of consumers such as the Plaintiff/Class Representative and Class members, thereby entitling the Plaintiff/Class Representative and Class members to punitive damages.

Wherefore, the Plaintiff/Class Representative, on behalf of herself and all others similarly situated, prays for relief and judgment against Natura as follows:

- (a) Awarding all damages allowed by law;
- (b) For pre- and post-judgment interest to the Class, as allowed by law;
- (c) Awarding punitive damages;
- (d) An injunction enjoining Natura to cease their unlawful, false and misleading marketing, advertising and sale of pet food products because there is a genuine threat of imminent injury to the Plaintiff and there is no adequate remedy at law available to the Plaintiff. Natura's marketing continues to mislead because the Plaintiff and the Class can never be compensated in money damages for the illness and/or loss of their companion cats and dogs; and
- (e) Granting such other and further relief as allowed by law.

COUNT II

Negligent Misrepresentation³

³ And other state negligent misrepresentation laws of the various states where Plaintiff Class members reside.

53. Plaintiff/Class Representative and the Class members re-allege paragraphs 1-44 as if set forth more fully herein.

54. At all material times, Natura was engaged in the business of manufacturing, distributing, marketing, promoting, advertising, and selling Natura's pet foods throughout the United States.

55. Natura omitted and concealed material facts to Plaintiff/Class Representative and the Class in the marketing, distribution, and sale of Natura's pet foods on a continuing and ongoing basis as alleged herein.

56. Natura negligently made misrepresentations regarding its pet food as alleged herein.

57. Natura either knew of these misrepresentations, or made these misrepresentations by omission and concealment and either knew or should have known of the false representations and/or omissions.

58. Natura intentionally made such misrepresentations about its products in order to induce the Plaintiff/Class Representative and the Class to act on the misrepresentations so that the Plaintiff/Class Representative and the Class would buy Natura pet food products, thus increasing the sales and profits of Natura pet foods.

59. The Plaintiff/Class Representative relied on Natura's misrepresentations and/or omissions and/or had the Plaintiff/Class Representative and the Class known the true facts concerning Natura's commercial pet foods, they would not have purchased the pet foods and/or fed the pet foods to their companion pets; the Plaintiff was injured as a result of her reliance on Natura's misrepresentations and omissions.

60. As a proximate cause of Natura's negligent misrepresentations and/or omissions, the Plaintiff/Class Representative and the Plaintiff Class bought Natura's products and suffered injury and damages as a result thereof.

Wherefore, Plaintiff/Class Representative, on behalf of herself and all others similarly situated, prays relief and judgment against Natura as follows:

- (a) Awarding damages allowed by law;
- (b) For pre- and post-judgment interest to the Class, as allowed by law;
- (c) An injunction enjoining Natura to cease its unlawful, false and misleading marketing, advertising and sale of pet food products because there is a genuine threat of imminent injury to the Plaintiff and there is no adequate remedy at law available to the Plaintiff. Natura's marketing continues to mislead because the Plaintiff and the Class can never be compensated in money damages for the illness and/or loss of their companion cats and dogs; and
- (d) Granting such other and further relief as allowed by law.

COUNT III

**Violation of the Florida⁴ Deceptive and Unfair Trade
Practices Act (FDUTPA), Fla. Stat. § 501.201
As to All Defendants**

61. The Plaintiff/Class Representative and the Class re-allege paragraphs 1-44 as if set forth more fully herein.

62. At all material times, Natua was engaged in the business of manufacturing, distributing, marketing, promoting, and selling Natura pet food throughout the United States.

63. This is a cause of action for damages due to the Defendants' violation of Florida's Deceptive and Unfair Trade Practices Act, Florida Statute §501.201, *et seq.*

⁴ And other state deceptive trade practice laws of the various states where Plaintiff Class members reside.

64. Natura's conduct in making deceptive statements to, and omissions and/or concealing material facts from, the Plaintiff/Class Representative and the Class in the marketing, distribution, and sale of Natura pet foods on a continuing and ongoing basis as alleged herein is an unfair and/or a deceptive act in violation of §501.201.

65. At all material times hereto, the Plaintiff/Class Representative and the Class were "interested parties or persons" as said term is defined under Fla. Stat. §501.203(6). Furthermore, the Plaintiff/Class Representative and the class were "consumers" as said term is defined under Fla. Stat. §501.203(7).

66. By virtue of the acts described above, Natura was engaged in "trade or commerce" as said term is defined under Fla. Stat. §501.203(8).

67. Natura's representations and/or omissions regarding its pet food products constitute unlawful, unfair, or deceptive acts under Fla. Stat. §501.204.

68. Natura's conduct offends established public policy and is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers and therefore a violation of §501.201.⁵

69. The Plaintiff/Class Representative and the Class acted reasonably under the circumstances by purchasing Natura products based on the marketing, advertising, and other information provided by Natura. The Plaintiff/Class Representative and the Plaintiff Class are average consumers who had no specialized knowledge of pet food and pet food ingredients at the time of purchase.

⁵ While the Florida legislature does not define what an unfair or deceptive act is, it has mandated that Fla. Stat. chs. 501.204, 501.211(1)-(2) (1997) of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) are to be liberally construed. The legislature has also specifically stated that great weight should be given to federal cases interpreting the federal counterpart of this act. An unfair practice under 15 U.S.C.S. § 45(a)(1) of the Federal Trade Commission Act has been defined as one that offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. See *Samuels v. King Motor Co.*, 782 So. 2d 489 (Fla. 4th DCA 2001).

70. As a proximate result of Natura's deceptive trade practices, the Plaintiff/Class Representative and the Class have been aggrieved and suffered damages.

Wherefore, the Plaintiff/Class Representative, on behalf of herself and all others similarly situated, pray for relief and judgment against Natura as follows:

- (a) Awarding all damages allowed by law;
- (b) For pre- and post-judgment interest to the Class, as allowed by law;
- (c) For attorneys' fees and costs pursuant to Fla. Stat. §501.2105;
- (d) Awarding injunctive relief;
- (d) Granting such other and further relief as it deems just and proper.

COUNT IV

Negligence⁶

71. The Plaintiff/Class Representatives re-allege paragraphs 1-44 as if more fully set forth herein.

72. At all material times, Natura was engaged in the business of manufacturing, distributing, marketing, promoting, advertising, and selling Defendants' pet foods throughout the United States.

73. Natura owed the Plaintiff/Class Representatives and the Class a duty to offer pet food free from deleterious and harmful effects.

74. Natura breached its duty of care to the Plaintiff/Class Representative and the Class by failing to use sufficient quality control, perform adequate testing, proper manufacturing practices, production, processing, adequate oversight and failing to take sufficient measures to prevent its pet foods from being offered for sale in a manner in which would cause injury to the Plaintiff's companion pets as alleged herein.

⁶ And other state negligence laws of the various states where Plaintiff Class members reside.

75. Natura knew or, in the exercise of reasonable care, should have known, that the pet foods presented an unacceptable and unreasonable risk of harm to the Plaintiff/Class Representative's and the Class' companion pets, and would result in foreseeable, and reasonably avoidable, property damage.

76. Natura's conduct, as alleged herein, was therefore negligent, careless, and reckless.

77. As a direct and proximate result of Natura's above-referenced negligence, the Plaintiff/Class Representative and Class members have suffered property damage.

Wherefore, the Plaintiff/Class Representative and Class members, on behalf of herself and all others similarly situated, prays relief and judgment against Natura as follows:

- (a) Awarding all damages allowed by law;
- (b) For pre- and post-judgment interest to the Class, as allowed by law; and
- (c) Granting such other and further relief as allowed by law.

COUNT V

Strict Liability⁷

78. The Plaintiff/Class Representative and the Class re-allege paragraphs 1-44 as set forth more fully herein.

79. The Plaintiff/Class Representative purchased pet food products which she fed to her companion pets from Natura as manufacturer, and/or distributor.

80. Natura's pet food product was defective and unreasonably dangerous because it caused injury, illness and/or death to the Plaintiff's companion pets by, including, but not limited to, adulterated ingredients, additives, chemicals, toxins and/or contaminants.

⁷ And other state strict liability laws of the various states where Class members reside.

81. As a direct and proximate cause of the unreasonably dangerous condition of the pet food that the Plaintiff/Class Representative and the Class purchased and fed to their companion pets, the Plaintiff/Class Representative and the Class suffered property damage and economic losses.

Wherefore, the Plaintiff/Class Representative, on behalf of themselves and all others similarly situated, prays for relief and judgment against Natura as follows:

- (a) Awarding all damages allowed by law;
- (b) For pre- and post-judgment interest to the Class, as allowed by law; and
- (c) Granting such other and further relief as allowed by law.

COUNT VI

Unjust Enrichment⁸

82. Plaintiff/Class Representative and other Class members re-allege paragraphs 1-44 as if more fully set forth herein.

83. The Plaintiff/Class Representative does not have an adequate remedy in law.

84. At all material times, Natura manufactured, packaged, marketed, distributed, and sold Natura pet food throughout the United States.

85. At all material times, Natura was engaged in the business of promoting, advertising, marketing, and selling Natura pet foods throughout the United States.

86. The Plaintiff/Class Representative and the Class purchased Natura pet food for the reasons alleged herein. The Plaintiff/Class Representative payment of purchase price for the substandard products conferred a benefit to Natura.

⁸ And other state unjust enrichment laws of the various states where Class members reside.

87. Natura had knowledge of the benefit conferred upon it by the Plaintiff/Class Representative and the Class. In fact, Natura made a calculated profit from the sales of its pet food products when the Plaintiff/Class Representative on the other hand suffered damages as a result of the transaction.

88. Natura has voluntarily accepted and retained these profits and benefits, derived from consumers, including the Plaintiff/Class Representative and the Class, despite the fact the Plaintiff/Class Representative and the Class, were not receiving pet foods of quality, nature, fitness, or value that had been represented by Natura or that unknowing consumers expected.

89. Under the circumstances where the Plaintiff/Class Representative was left with a product she would not have purchased had she known of the quality and content and where the Plaintiff was damaged as a result of the purchase, Natura has been unjustly enriched. Under the circumstances, it would be inequitable for Natura to retain the benefits conferred upon it by the Plaintiff/Class Representative and the Class.

90. Wherefore, the Plaintiff/Class Representative, on behalf of herself and all others similarly situated, prays for relief and judgment against Natura as follows: the disgorgement and restitution of Natura's wrongful profits, revenue, and benefits, to the extent, and in the amount, deemed appropriate by the Court; and such other relief as the Court deems just and proper to remedy Natura's unjust enrichment.

JURY DEMAND

The Plaintiff/Class Representative and the Class demand a jury trial on all issues triable by a jury.

DATED: September 3, 2008



CATHERINE J. MACIVOR (FBN 932711)

cmacivor@mlegal.com
MALTZMAN FOREMAN, PA
One Biscayne Tower
2 South Biscayne Boulevard – Suite 2300
Miami, Florida 33131
Tel: 305-358-6555 / Fax: 305-374-9077
Attorneys for Plaintiffs

Natura

Learn about the community.
Enter e-mail...

Natura Brands	Product Search	Tools & Resources	Pet Community	Where to Buy	About Us	Home	Natura Sites: <input type="button" value="GO"/>
-------------------------------	--------------------------------	---------------------------------------	-------------------------------	------------------------------	--------------------------	----------------------	-------------------------------------------------

About Us


- [Philosophy](#)
- [Manufacturing](#)
- [News](#)
- [Contact Us](#)

How Natura Pet Products is Different

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 vitamin 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.

For questions on our organic dog food, healthy dog and cat food, and gourmet dog treats, please contact us today.





Complaint Case No. 27137

FSI-418 (REV. 9/93)
 Reinspection ()
 Original CCFS No. _____

STATE OF NEW YORK
 DEPARTMENT OF AGRICULTURE AND MARKETS
 COMMERCIAL FEED INSPECTION

DISTRIBUTION
 White - Albany Office
 Yellow - Lab
 Pink - Lab (mfg)

CCFS-50185

LABORATORY USE ONLY

Date 07-16-2007

VENDOR (Place of Sampling) FARMINGTON FARM & GARDEN, INC. Est. No. 450061

Trade Name SENECA FALLS COUNTRY WAY Phone No. (315) 539-5316

Street 1945 BALSEY RD. City SENECA FALLS Zip 13148

Brand Name of Sampled Product INNOVA END ANCESTRAL DIET - SMALL BITS DOGS FOOD Pet Food Brand Reg. No. NONE

Where Stored FRONT STORE SHELF Container Code NO CODE FOUND

Product Is: () Feed Ingredient () Complete Feed () Premix/Supplement () Other _____
 () Concentrate (X) Pet Food/Specialty Pet Food
 () Medicated () *Customer Formula

Amount of Stock on Hand 1 - 28.6 LB BAGS Tons _____
 () Bulk () Mash (X) Bagged () Pelleted

Product Received From CAROL SCOTT Title ASSISTANT MANAGER

GUARANTOR**

Name NATURA PET PRODUCTS, INC
 Street PO BOX 271 City SANTA CLARA State CA Zip 95052

GUARANTEED ANALYSIS

42.0% Crude Protein 22.0% Crude Fat 2.5% Crude Fiber 10.0% Moisture Ash _____

INGREDIENTS/ADDITIONAL GUARANTEED ANALYSIS: (Attach copy of label whenever possible in lieu of copying information) TURKEY

CHICKEN TURKEY MEAL, CHICKEN MEAT, CHICKEN MILK, BAYO, MEAT MEAL, CHICKEN FAT, NATURAL FLAVORS, EGGS, APPLES, TOMATOES, POTASSIUM ACETATE, CARROTS, VITAMINS (VITAMIN E SUPPLEMENT, B6, VITAMIN A SUPPLEMENT, NIACIN SUPPLEMENT, PANTOTHENIC ACID, CHOLECALCIFEROL, VITAMIN B12 SUPPLEMENT, VITAMIN B3 SUPPLEMENT, RIBOFLAVIN SUPPLEMENT, PYRIDOXINE, HYDROXYLACID, THIAMINE MONONITRATE, BIOTIN, FOLIC ACID), GAR, DRIED CORN MINERALS (ZINC PROTEINATE, IRON PROTEINATE, COPPER PROTEINATE, MANGANESE PROTEINATE, CALCIUM IODATE), ALFALFA SPRAY, ASCORBIC ACID, DRIED CORN ROOT, DRIED YEAST MICROBIALS, VITAMIN E SUPPLEMENT, L-ASCORBIC ACID, ROSEMARY EXTRACT.

Above information taken from () Tags (X) Packages () Invoice () Other _____
 Check box if reverse side of form is used for additional information: ()
 *Customer formula feed. Does invoice, label or delivery slip include name and address of manufacturer, and customer, and the weight and identity of each ingredient? () YES () NO If Yes, please list or attach copies of appropriate material.
 **Firm whose name appears on the tag, label or package.



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE and MARKETS FOOD LABORATORY
ALBANY, NEW YORK 12235
2007 CERTIFICATE OF ANALYSIS

10/9/2007

NATURA PET PRODUCTS
PO BOX 271
SANTA CLARA, CA 95052

PRODUCT INFORMATION

SAMPLE INFORMATION

BRAND: INNOVA

PRODUCT: EVO ANCESTRAL DIET - SMALL BITES DOG
FOOD

Inspector: Mark Wolfe

- 945

PRODUCT CODE: NONE

Date Sampled: 7/16/2007

Date Received: 7/19/2007

VENDOR: FARMINGTON FARM & GARDEN INC
SENECA FALLS COUNTRY
1946 BALSEY ROAD
SENECA FALLS, NY 13148

CCFS No. : 50185

LAB No. : 07C02101

ANALYSIS

INGREDIENT	GUARANTEE	FOUND
EXTRANEIOUS MATTER	Under microscopic examination, feather fragments were found in the product, as per complaint. The manufacturer's website states that this product's poultry ingredients are "exclusive of feathers except in such amounts as might occur unavoidably in good processing practices."	
CHACONINE		51.8 ug/g
SOLANINE		68.1 ug/g

() A () B (x) C () D

10/9/07

10/9/07

I certify that I am an Associate Chemist employed by the Commissioner and that the NYS Food Laboratory has made an analysis of this sample and the results thereof appear above.

Virginia Greene

Associate Food Chemist

Virginia Greene

CONSUMER COMPLAINT - CASE NO. 27137

FSI-418 (REV. 9/99)
 Reinspection ()
 Original CCFS No. _____

STATE OF NEW YORK
 DEPARTMENT OF AGRICULTURE AND MARKETS
 COMMERCIAL FEED INSPECTION

DISTRIBUTION
 White - Albany Office
 Yellow - Lab
 Pink - Lab (info)

LABORATORY USE ONLY

CCFS-50183

Date 07-16 2007

FARMINGTON FARM & GARDEN, INC. 450061
 VENDOR (Place of Sampling) Est. No.

SENECA FALLS COUNTRY MAX (315) 539-5316
 Trade Name Phone No.

1945 BALBEY RD. SENECA FALLS 13148
 Street City Zip

INNOVA ENO BAKED TREATS FOR DOGS - NO GRAIN NONE
 Brand Name of Sampled Product Pet Food Brand Reg. No.

FRONT SALES SHELF BEST USED BY 05/04/08
 Where Stored Container Code

Product Is: () Feed Ingredient () Complete Feed () Premix/Supplement () Other _____

Car No. _____ () Concentrate (X) Pet Food/Specialty Pet Food

Truck No. _____ () Medicated () *Customer Formula

Invoice No. _____

Amount of Stock on Hand 5-20.02 BAG Packages _____ Tons _____

() Bulk () Mash (X) Begged () Pelleted

PRODUCED BY FROM AROL SCOTT ASSISTING MANAGER
 Duplicate Sample Given To Title

GUARANTOR**

NATURA PET PRODUCTS, INC.
 Name

PO BOX 271 SANTA CLARA CA. 95052
 Street City State Zip

GUARANTEED ANALYSIS

47.0% 15.0% 2.3% 10.0% _____
 Crude Protein Crude Fat Crude Fiber Moisture Ash

INGREDIENTS/ADDITIONAL GUARANTEED ANALYSIS: (Attach copy of label whenever possible in lieu of copying information)

ON ATTACHED BAGS

STAPLE TAG HERE	<u>LINOLEIC ACID (min)</u>	<u>2.9%</u>
	<u>VITAMIN E (min)</u>	<u>50 IU/KG</u>
	<u>ASCORBIC ACID (min)</u>	<u>11 mg/KG</u>
	<u>OMEGA-3 FATTY ACID</u>	<u>0.37%</u>

Above information taken from () Tags (X) Packages () Invoice () Other _____

Check box if reverse side of form is used for additional information: ()

*Customer formula feed. Does invoice, label or delivery slip include name and address of manufacturer, and customer, and the weight and identity of each ingredient? () YES () NO If Yes, please list or attach copies of appropriate material.

**Firm whose name appears on the tag, label, or package.

Inspector mon I. D. Number 945

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE and MARKETS FOOD LABORATORY
ALBANY, NEW YORK 12235
2007 CERTIFICATE OF ANALYSIS

10/9/2007

NATURA PET PRODUCTS
PO BOX 271
SANTA CLARA, CA 95052

PRODUCT INFORMATION

SAMPLE INFORMATION

BRAND: INNOVA
PRODUCT: EVO BAKED TREATS FOR DOGS - NO GRAIN
PRODUCT CODE: BEST USED BY 05/04/08
VENDOR: FARMINGTON FARM & GARDEN INC
SENECA FALLS COUNTRY
1945 BALSEY ROAD
SENECA FALLS, NY 13148

Inspector: Mark Wolfe
Date Sampled: 7/16/2007
Date Received: 7/19/2007
CCFS No. : 50183
LAB No. : 07C02099

- 945

ANALYSIS

INGREDIENT GUARANTEE FOUND

EXTRANEIOUS MATTER Under microscopic examination, feather fragments were found in the product, as per complaint.

The manufacturer's website states that this product's poultry ingredients are "exclusive of feathers except in such amounts as might occur unavoidably in good processing practices."

CHACONINE

28.7 ug/g

SOLANINE

44.5 ug/g

() A

() B

UMP
M C

() D

10/9/07

10/9/07

I certify that I am an Associate Chemist employed by the Commissioner and that the NYS Food Laboratory has made an analysis of this sample and the results thereof appear above.

Virginia Greene

Associate Food Chemist

Virginia Greene

Amended Report

STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE and MARKETS FOOD LABORATORY
ALBANY, NEW YORK 12235
2007 CERTIFICATE OF ANALYSIS

10/9/2007

NATURA PET PRODUCTS
PO BOX 271
SANTA CLARA, CA 95052

PRODUCT INFORMATION

BRAND: INNOVA
PRODUCT: EVO ANCESTRAL DIET SMALL BITES
PRODUCT CODE: NONE
OWNER: YVONNE THOMAS
PO BOX 508
DRESDEN, NY 14441

SAMPLE INFORMATION

Inspector: Mark Wolfe - 945
Date Sampled: 7/13/2007
Date Received: 7/19/2007
CCFS No. : 50180
LAB No. : 07C02096

INGREDIENT	ANALYSIS	
	GUARANTEE	FOUND--
EXTRANEEOUS MATTER	Under microscopic examination, feather fragments were found in the product, as per complaint. The manufacturer's website states that this product's poultry ingredients are "exclusive of feathers except in such amounts as might occur unavoidably in good processing practices."	
CHACONINE		46.3 ug/g
SOLANINE		43.3 ug/g
AMINOPTERIN		none found
MELAMINE		none found

() A () B () C () D

VMG
10/10/07

10/9/07

I certify that I am an Associate Chemist employed by the Commissioner and that the NYS Food Laboratory has made an analysis of this sample and the results thereof appear above.

Virginia Greene Associate Food Chemist
Virginia Greene



U.S. Food and Drug Administration



CENTER FOR VETERINARY MEDICINE

[FDA Home Page](#) | [CVM Home Page](#) | [CVM A-Z Index](#) | [Contact CVM](#) | [Site Map](#)

FDA/Center for Veterinary Medicine
Survey #1, qualitative analyses for pentobarbital residue
Dry dog food samples purchased in Laurel, MD, area, March - June 1998

KEY

Yes = confirmed for presence of pentobarbital
No = failed to confirm for presence of pentobarbital
No result = analyses failed quality assurance requirements

Rendered ingredients:

AD = animal digest
AF = animal fat
BBM = beef and bone meal
BT = beef tallow
MBM = meat and bone meal

NOTES

3-4 ppb = Estimated limit for confirming pentobarbital with highest confidence
ppb = parts-per-billion pentobarbital, by weight (nanograms per gram)
n = not given or not legible



Rendered ingredients (position in ingredient list)	Confirmed for the presence of pentobarbital?	Brand Name	Formulation Name	Lot Number
Beef Meal(1)	yes	Nutro	Premium	10:19 2AR7JJ
Beef Meal(1)	yes	Nutro	Premium	00:512BA7256259101069704
MBM(2) AF(6) AD(7)	yes	O'Roy	Krunchy Bites & Bones	V033
MBM(2) AF(5) AD(8)	yes	O'Roy	Premium Formula with Chicken Protein and Rice	V093
MBM(2) AF(5) AD(8)	yes	O'Roy	Premium Formula with Chicken Protein and Rice	V071
MBM(2) AF(6) AD(9)	yes	O'Roy	High Performance with Chicken Protein and Rice	V073
MBM(2) AF(5) AD(9)	no result	O'Roy	High Performance with Chicken Protein and Rice	V073
MBM(2) AF(6) AD(7)	yes	O'Roy	Krunchy Bites & Bones	V153
MBM(2) AF(5)	yes	Traiblazer	Chunk Premium Quality	029813:301A/2
MBM(2) AF(5)	yes	Traiblazer	Chunk Premium Quality	A5981315A/R (7)
MBM(2) AF(5)	yes	Traiblazer	Bite Size Ration	A5889911A/A/1
MBM(2) AF(5)	yes	Traiblazer	Bite Size Ration	030800113A/2
MBM(2) AF(4)	no	Pedigree	Mealtime	814EL0011E
MBM(2) AF(4)	no	Pedigree	Mealtime	816GL154D
MBM(2) AF(6)	no	Pedigree	Meaty Chunks with Rice and Vegetables	811FL0027E
MBM(2) AF(6)	no	Pedigree	Meaty Chunks with Rice and Vegetables	811FL2211E
MBM(2) AF(3)	yes	Dad's	Bite Size Meal	17:42
MBM(2) AF(3)	yes	Dad's	Bite Size Meal	7:12
MBM(2) AF(6)	yes	Weis Value	Chunky and Moist	Feb 0598x
MBM(2) AF(6)	yes	Weis Value	Puppy Food	99N132
BBM(2) AF(5)	no	Friskies	Come'n Get It	8104LP-61156
BBM(2) AF(8)	no	Friskies	Alpo	8015LP-60501
BBM(2) AF(6)	no	Friskies	Alpo	8096LP-60531
MBM(3) AF(5) AD(6)	yes	Super G	Chunk Style	V113
MBM(3) AD(5) AF(6)	no	O'Roy	Lean Formula	V013
MBM(3) AD(5) AF(6)	no	O'Roy	Lean Formula	V073
MBM(3) AF(5)	no result	Richfood	High Protein Dog Meal	1R0401B
MBM(3) AF(5)	no	Richfood	High Protein Dog Meal	1R0330B
MBM(3) AF(5) AD(6)	yes	Richfood	Chunk Style	1R047B
MBM(3) AF(5) AD(6)	yes	Richfood	Chunk Style	3R0508B
MBM(3) AF(5)	no	Richfood	Gravy Style Dog Food	3R01059B
MBM(3) AF(5)	yes	Richfood	Gravy Style Dog Food	3R0607B
MBM(3) AF(5) Beef Dgsl(7)	no	Super G	Gravy Style Dog Food	V013

Rendered Ingredients (position in ingredient list)	Confirmed for the presence of pentobarbital?	Brand Name	Formulation Name	Lot Number
MBM(3) AF(5) Beef Dgs(7)	no	Super G	Gravy Style Dog Food	V093
MBM(3) AF(5) AD(6)	yes	Super G	Chunk Style	V003
MBM(3) AF(5) AD(6)	yes	Super G	Chunk Style	V113
MBM(3) AF(4)	yes	Pet Essentials	Chunk Style	0-0046-L9
MBM(3) AF(4)	yes	Pet Essentials	Chunk Style	D-1106-L9
MBM(3) AF(5)	yes	America's Choice	Krunchy Kibble	3R
MBM(3) AF(5)	yes	America's Choice	Krunchy Kibble	R
MBM(3) AF(5) AD(6)	yes	Weis Value	Crunchy Dog Food	99N052
MBM(3) AF(5) Beef Dgs(7)	yes	Weis Value	Gravy Style Dog Food	N092
MBM(3) AF(7) AD(8)	yes	Weis Value	High Protein Dog Food	N072
BBM(3) AD(4) AF(5)	yes	Oi'Roy	Mealy Chunks and Gravy	K5 0825
BBM(3) AD(4) AF(5)	no	Oi'Roy	Mealy Chunks and Gravy	V90051
BBM(3) AF(4) AD(5)	yes	Ken-L Ration	Gravy Train Beef, Liver and Bacon Flavor	W20351
BBM(3) AF(4) AD(5)	yes	Ken-L Ration	Gravy Train Beef, Liver and Bacon Flavor	W31203
BBM(3) AF(6)	no	Purina	Mainstay	U2326-L8
BBM(3) AF(6)	no	Purina	Mainstay	U1529-L8
BBM(3) BT(4)	no result	Purina	Dog Chow	E1837-L2
BBM(3) AF(6)	no	Friskies	Come'n Get It	B082L9-82159
BBM(3) AF(4)	yes	Ken-L Ration	Gravy Train	W12123
BBM(3) AF(4)	yes	Ken-L Ration	Gravy Train	W11525
BBM(3) BT(4)	no	Purina	Little Bites	U0502L4
BBM(3) BT(4)	no	Purina	Little Bites	U1201-L4
BBM(3) AF(5) AD(9)	no	Heinz	Kibbles 'n Bits Jerky	L70600
BBM(3) AF(5) AD(9)	yes	Heinz	Kibbles 'n Bits Jerky	L2 228
BBM(3) AF(5) AD(9)	no	Heinz	Kibbles 'n Bits 'n Bits 'n Bits	L200-38
BBM(3) AF(5) AD(9)	no	Heinz	Kibbles 'n Bits 'n Bits 'n Bits	L7 0448
MBM(4) AF(6)	yes	Weis Value	Kibbles Variety Mix	Mar 0998z
MBM(4)	yes	Kibble Select	Premium Dog Food	11P
MBM(4)	yes	Kibble Select	Premium Dog Food	1238
BBM(4) BT(6)	no	Fieldmaster	Fieldmaster	C1334-L3
BBM(4) AF(6)	no	Fieldmaster	Fieldmaster	U2108-L5
BBM(4) BT(6)	no	Purina	High Pro	U1829L6
BBM(4) BT(6)	no	Purina	High Pro	U1749-L6
BBM(4) AF(6)	no	Purina	Grravy	U1643-L7
BBM(4) AF(6)	no	Purina	Grravy	U1059-L8

Rendered Ingredients (position in ingredient list)	Confirmed for the presence of pentobarbital?	Brand Name	Formulation Name	Lot Number
BBM(4) AF(6) AD(7)	yes	Heinz	Kibbles 'n Bits Puppy	L1-0343
BBM(4) BT(7) Dried AD (10)	no	Purina	Dog Chow Senior	U2055L3
BBM(4) BT(7) Dried AD (10)	no	Purina	Dog Chow Senior	U0303L4
BT(4) BBM(10)	no	Purina	Kibbles and Cheezy Chews	N-0113-L10-E
BT(4) BBM(10)	no	Purina	Kibbles and Cheezy Chews	N-19-58-L11-W
MBM(5) AF(7)	yes	Champ Chunx	Bite Size Dog Food	H20054
BBM(5) AF(6)	no	Purina	Kibbles and Chunks	N-20-37-L10-E
BBM(5) AF(6)	no	Purina	Kibbles and Chunks	I-21-10-L10-E
BBM(5) BT(6)	no	Purina	Butcher's Blend	N1224-L20
BBM(5) BT(6)	no	Purina	Butcher's Blend	N-1723-L20
BBM(5) AD(8)	no	Heinz	Kibbles 'n Bits Lean	L30906
BBM(5) AD(8)	yes	Heinz	Kibbles 'n Bits Lean	L2 1166
BT(5)	no	Purina	Dog Chow	U1239-L2
BT(5)	no	ProPlan	Beef and Rice Adult	U2053-L2
BT(5)	yes	ProPlan	Beef and Rice Adult	U0131 L2
BBM(6) BT(7)	no	Purina	Fit & Trim	U0557L3
BBM(6) BT(7)	no	Purina	Fit & Trim	U2133-L4
BT(6)	yes	ProPlan	Beef and Rice Puppy	E0601-L3
BT(6)	yes	ProPlan	Beef and Rice Puppy	E0359 L2
MBM(7) AF(9)	no	O/Roy	Dinner Rounds Soft Dry Dog Food	8D30PB1
MBM(7) AF(8)	yes	Reward	Dinner Rounds Dog Food	8C19PA1
MBM(7) AF(8)	no	Reward	Dinner Rounds Dog Food	8D23PB1

**Survey #2, quantitative analyses for pentobarbital residue
Dry dog food samples purchased in Laurel, MD, area, December 2000**

KEY

QUANTITATIVE ANALYSES

ppb = parts-per-billion pentobarbital, by weight (nanograms per gram)
 --- = not found above 1 ppb limit of detection
 a = found in 1-2 ppb range, but not accurately measurable

QUALITATIVE ANALYSES

yes = confirmed for presence of pentobarbital
 no = failed to confirm for presence of pentobarbital
 blank = not analyzed by qualitative method

Rendered ingredients:

AD = animal digest
 AF = animal fat
 BBM = beef and bone meal
 BT = beef tallow
 MBM = meat and bone meal

NOTES

1 ppb = Lowest concentration for detecting pentobarbital with some confidence
 2 ppb = Lowest concentration for measuring pentobarbital accurately
 3-4 ppb = Estimated limit for confirming pentobarbital with highest confidence
 n = not given or not legible

Rendered ingredients (position in ingredient list)	Measured (ppb)	Confirmed for presence of pentobarbital?	Brand Name	Formulation Name	Lot Number
MBM(2) AF(5) BBM(6) AD(8)	10.0	yes	Old Roy	Puppy Formula, Beef Flavor	0407003
MBM(2) AF(5) AD(8)	---		Old Roy	Premium Chicken and Rice	0409002
MBM(2) AF(5) AD(8)	32.0	yes	Old Roy	Puppy Formula, Chicken and Rice	0415002
MBM(2) AF(5) AD(8)	a	no	Richfood	Dog Food Chunk Style	50 09:50 1
MBM(2) AF(6) AD(9)	a		Old Roy	High Performance Chicken and Rice	0417002
MBM(2) AF(5)	---		Pedigree	Meaty Chunks Mealtime	046DT0117C
MBM(2) AF(5) AD(7)	a		Safeway	High Protein	0650 EA
MBM(2) AF(6) AD(9)	3.9	yes	Richfood	High Protein Dog Meal	50 22:34 1
MBM(2) AF(6)	---		Pedigree	MealTime Large Crunchy Bites	935CK0906E
MBM(2) AF(8) AD(9)	a	no	Safeway	Puppy food	EB2206
MBM(2) AF(6) AD(9)	15.0	yes	Weis	Total High Energy Chicken and Rice	717 09:23 2
BBM(2) AF(5) MBM(7)	---		Friskies	Come and Get it--Beef, Chicken, Liver	0269LP70610
BBM(2) BT(6) AD(8)	---		American Fare	Bites and Bones	C1800 L1
MBM(3) AD(5) AF(6)	3.9	yes	Old Roy	Lean Formula	0409003
MBM(3) AD(4) AF(5)	---		Old Roy	Meaty Chunks and Gravy	V80333
MBM(3) AF(5) AD(7)	---		Safeway	Tasty Nuggets	EB 22:00
MBM(3) AF(5) Beef Digest(7)	4.5	yes	Super G	Gravy Style Dog Food	n
MBM(3) AF(5) AD(6)	16.4	yes	Super G	Chunk Style Dog Food	0415003
BBM(3) AF(4) AD(5)	---		Heinz	Ken. Ration Gravy Train Beef Liver and Bacon	W3 0819
BBM(3) AF(5) AD(9)	a		Heinz	Kibbles N Bits Original, Chicken and Beef	L72111
BBM(3) AF(6) AD(8)	25.1	yes	Heinz	Kibbles and Bits Beefy Bits	L22027
BBM(3) BT(4)	---		Purina	Dog Chow Little Bites	C 0202 L2
AF(3)	---		Hills	Science Diet Senior, 7+, small bites	K02350044
AF(3)	8.4	yes	Dad's	Bite Size Meat Chicken and	n