

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.

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**DECLARATION OF KRISTEN E. CAVERLY IN SUPPORT OF  
NATURA PET PRODUCTS, INC.'S MOTION TO DISMISS**

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. On September 25, 2008 I took the Deposition of Plaintiff Cindy Tregoe in Washington, D.C. Attached as Exhibit 'A' are true and correct copies of excerpts from Ms. Tregoe's deposition as follows: 33:1-19, 48:13-20, 72:1-3, 103:25-104:4, and 140:21-141:17.

3. On September 27, 2008 I took the Deposition of Plaintiff Jo-Ann Murphy in Washington, D.C. Attached as Exhibit 'B' are true and correct copies of excerpts from Ms. Murphy's deposition as follows: 51:12-15, 61:13-66:17, 81:12-82:7, 90:5-93:4, 120:1-123:7, and 137:12-23.

4. On November 24, 2008, Ms. Tregoe served her responses to Natura Pet Product's Second Set of Special Interrogatories. A true and correct copy of Ms. Tregoe's verified responses is attached hereto as Exhibit 'C'.

5. On November 24, 2008, Ms. Murphy served her responses to Natura Pet Product's Second Set of Special Interrogatories. A true and correct copy of Ms. Murphy's verified responses is attached hereto as Exhibit 'D'.

The foregoing is stated under penalty of perjury under the laws of the United States of America. Executed in Rancho Santa Fe, California on January 22, 2009.

  
Kristen E. Caverly

# **EXHIBIT A**



1 Videotaped Deposition of

2 CINDY TREGOE

3

4 Held at the offices of:

5 WILLIAMS & CONNOLLY  
6 725 Twelfth Street, Northwest  
Washington, D.C. 20005

7 (202) 434-5000

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16 Pursuant to Notice, before Michele E. Eddy,

17 Registered Professional Reporter, Certified Realtime

18 Reporter, and Notary public in and for the District of

19 Columbia.

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A P P E A R A N C E S

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ALSO PRESENT:

Terry Michael King, Videographer

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E X H I B I T S  
(None)

09:38:39 1 THE VIDEOGRAPHER: Here begins videotape  
09:38:41 2 number 1 in the deposition of Cindy Tregoe in the  
09:38:45 3 matter of Renee Blaszkowski, et al. versus Mars  
09:38:49 4 Incorporated, et al. in the U.S. District Court,  
09:38:53 5 Southern District of Florida, Miami Division, Case  
09:38:57 6 Number 07-21221-CIV. Today's date is September 25th,  
09:39:05 7 2008. The time on the video monitor is 9:39 a.m. The  
09:39:11 8 video operator today is Terry Michael King on behalf  
09:39:14 9 of Kramm Associates. This video deposition is taking  
09:39:18 10 place at Williams & Connolly, 725 12th Street,  
09:39:23 11 Northwest, Washington, D.C.

09:39:26 12 Counsel, please voice identify yourselves  
09:39:29 13 and state whom you represent.

09:39:31 14 MS. CAVERLY: Kristen Caverly for Natura Pet  
09:39:34 15 Products.

09:39:34 16 MR. NIELD: Ed Nield on behalf of plaintiffs  
09:39:36 17 representing Miss Tregoe.

09:39:38 18 THE WITNESS: Tregoe.

09:39:39 19 MR. NIELD: Tregoe, excuse me, today.

09:39:41 20 THE VIDEOGRAPHER: The court reporter today  
09:39:42 21 is Michele Eddy on behalf of Kramm & Associates.  
09:39:46 22 Would the reporter please swear in the witness.

09:39:55 23 P R O C E E D I N G S

09:39:55 24 CYNTHIA TREGOE,

09:39:55 25 having been duly sworn, testified as follows:



10:19:19 1 Q Can you tell me any more precisely with  
10:19:23 2 regard to the Innova chicken products that you  
10:19:27 3 purchased for your dogs when in time those purchases  
10:19:30 4 happened?

10:19:31 5 A Other than in early 2005, somewhere in 2005.

10:19:39 6 Q What other styles of Innova food have you  
10:19:42 7 purchased for your dogs other than the chicken?

10:19:44 8 A The EVO.

10:19:48 9 Q Which particular type of EVO have you  
10:19:51 10 purchased for your dogs?

10:19:53 11 A Red meat, small bites.

10:20:02 12 Q Over what -- okay, let me back up.

10:20:05 13 For the Innova chicken, how many times did  
10:20:08 14 you buy that product?

10:20:10 15 A Just once.

10:20:11 16 Q And from what store?

10:20:18 17 A I believe it was the Pet Cottage. I believe

10:20:22 18 at that point that was the only place that was

10:20:25 19 carrying it.

10:20:29 20 Q Do you know anyone who works at the Pet  
10:20:32 21 Cottage?

10:20:33 22 A I've met the lady that owns the Pet Cottage,  
10:20:37 23 but I don't know her. I've met her several times and  
10:20:40 24 I know who she is by sight. I can't think of her  
10:20:43 25 name.

10:40:47 1 package. I thought it was organic. I thought I'd try  
10:40:50 2 that in order to help with the allergies because it  
10:40:53 3 was organic.

10:40:56 4 Q Do you remember anything about the package  
10:40:59 5 that, other than it was pretty and organic, that led  
10:41:02 6 you to want to try that particular product, the  
10:41:06 7 California Natural, for your dogs?

10:41:10 8 A About the package, no.

10:41:13 9 Q Did anyone tell you anything about  
10:41:15 10 California Natural before you made that purchase?

10:41:19 11 A Actually, no, nobody ever mentioned  
10:41:22 12 California Natural.

10:41:24 13 Q So before you went to Pet Cottage on the day  
10:41:27 14 that you bought California Natural, you had not heard  
10:41:29 15 of that brand at all, correct?

10:41:31 16 A Correct.

10:41:36 17 Q No one at Pet Cottage told you anything  
10:41:39 18 about California Natural before you purchased it,  
10:41:42 19 correct?

10:41:42 20 A Correct.

10:41:45 21 Q And other than the package of California  
10:41:47 22 Natural -- let me go back because I'm about to assume  
10:41:52 23 something that I shouldn't.

10:41:53 24 Before you bought the bag of California  
10:41:55 25 Natural, did you read the ingredient label?

11:20:59 1 Q Were all of your purchases of Innova EVO  
11:21:03 2 from Pet Cottage?

11:21:04 3 A Correct.

11:21:08 4 Q And do you believe that there's any record  
11:21:10 5 that Pet Cottage or anyone else has of any of those  
11:21:13 6 purchases of Innova EVO by you?

11:21:16 7 A They may. They may have. I'm not sure if  
11:21:19 8 they keep those records or if they keep them by name  
11:21:22 9 or just receipts from credit cards or how long they  
11:21:26 10 would keep them. As a bookkeeper, I believe they have  
11:21:29 11 to keep them for seven years, so I would think they  
11:21:31 12 would.

11:21:35 13 Q So for approximately five months beginning  
11:21:37 14 July of '07 through January of '08, you were feeding  
11:21:41 15 your dogs Innova EVO and food from your table?

11:21:46 16 A Correct.

11:21:55 17 Q During that period from July '07 to January  
11:21:57 18 of '08, were you feeding either Pogo or Gizmo any  
11:22:03 19 other commercial food other than Natura's EVO?

11:22:10 20 A No, not that I recall, no.

11:22:16 21 Q And before you made your first purchase of  
11:22:19 22 Innova EVO, what did you know about that product?

11:22:25 23 A Like I said, I had heard Innova was a good  
11:22:28 24 dog food company and they made high quality foods, and  
11:22:31 25 the Innova EVO was supposed to be the closest thing to

12:32:27 1 A No, not to my knowledge.

12:32:29 2 Q Before you filed this lawsuit, you didn't  
12:32:31 3 inquire of anyone at Natura what ingredients they were  
12:32:35 4 using in their products, correct?

12:32:37 5 A No.

12:32:42 6 Q Since I threw in the word correct on you at  
12:32:44 7 the end after you were already answering, I'm going to  
12:32:47 8 ask you that again so we make sure we have a clear  
12:32:50 9 record.

12:32:50 10 Is it true that you have never contacted  
12:32:52 11 anyone who works for Natura for any reason?

12:32:58 12 MR. NIELD: You can answer again.

12:32:58 13 A No, I have not contacted anybody that works  
12:33:00 14 for Natura, that I know works for Natura, yeah.

12:33:15 15 Q What do you want from Natura as a result of  
12:33:18 16 this lawsuit?

12:33:22 17 MR. NIELD: Again, that may call for a legal  
12:33:23 18 conclusion, but go ahead.

12:33:33 19 A I'd like for them to let us know where  
12:33:36 20 they're getting their ingredients. I would like  
12:33:41 21 Natura to list specifically what ingredients are in  
12:33:48 22 there, in their foods, and what processes are used  
12:33:50 23 to -- for those ingredients to be put in the food and  
12:33:58 24 for them not to make claims that are unjust.

12:34:07 25 Q You have not suffered any financial harm

12:34:10 1 because of Natura; is that correct?

12:34:14 2 A I paid some vet bills, but, no, I haven't

12:34:17 3 really suffered any -- I would have paid the vet bills

12:34:21 4 and I don't know that it's due to Natura or not.

12:34:37 5 MR. NIELD: Also belatedly, that may also

12:34:43 6 call for a legal conclusion.

12:34:43 7 BY MS. CAVERLY:

12:34:51 8 Q You know that recently you dismissed a

12:34:54 9 number of other pet food companies from this case,

12:34:55 10 correct?

12:34:56 11 A Correct.

12:34:56 12 Q Why did you do that?

12:35:01 13 MR. NIELD: Again, that may call for a legal

12:35:03 14 conclusion. Lacks foundation. Calls for speculation.

12:35:08 15 To the extent that this lay witness understands what

12:35:10 16 she's being asked, please go ahead.

12:35:22 17 A I wanted to see this through and not just

12:35:25 18 take some money and run. I wanted to see what I could

12:35:31 19 do to make the pet food industry more responsible for

12:35:41 20 what they're putting on their packaging.

12:35:44 21 Q And why did you dismiss all of the other

12:35:46 22 defendants other than Natura Pet Products from this

12:35:48 23 case?

12:35:51 24 MR. NIELD: Again, it lacks foundation,

12:35:52 25 calls for speculation, calls for a legal opinion of

01:47:15 1 information protected by the attorney-client  
01:47:17 2 privilege, but to the extent you can respond to that  
01:47:21 3 question without revealing any conversations with your  
01:47:22 4 attorneys, please do so.

01:47:25 5 A No.

01:47:25 6 Q Do you know where this case was filed?

01:47:29 7 A Florida.

01:47:30 8 Q Why did you decide to file a lawsuit in  
01:47:34 9 Florida?

01:47:34 10 A I believe it is because Florida has a law  
01:47:40 11 for -- I don't know what the term is.

01:47:43 12 MR. NIELD: It may call for -- I'm sorry, go  
01:47:46 13 ahead.

01:47:46 14 A Yes, I'm not sure of what the term is, but  
01:47:48 15 there's a certain law on Florida's books for false  
01:47:54 16 advertising is what I want to say. I believe that's  
01:47:57 17 it.

01:47:57 18 MR. NIELD: I'm just going to interpose a  
01:47:59 19 delayed objection. Calls for a legal opinion.

01:48:00 20 BY MS. CAVERLY:

01:48:03 21 Q Have you ever been to Florida?

01:48:05 22 A Yes.

01:48:05 23 Q Have you ever purchased any pet food product  
01:48:07 24 whatsoever in Florida?

01:48:08 25 A No.

01:48:10 1 Q Have you ever fed a pet food product in  
01:48:14 2 Florida to any animal?

01:48:15 3 A Yes.

01:48:18 4 Q Which animals did you feed pet food to in  
01:48:22 5 Florida?

01:48:22 6 A It's not my animal, but a friend of ours or  
01:48:24 7 my -- a friend of mine's cat.

01:48:30 8 Q When did you feed the friend's cat pet food  
01:48:33 9 in Florida?

01:48:39 10 A I want to say Melissa graduated in 2007.  
01:48:45 11 Yes, 2007, it would have been June of 2007.

01:48:46 12 Q What kind of pet food did you feed your  
01:48:48 13 friend's cat in Florida?

01:48:50 14 A I have no idea.

01:48:57 15 Q The food that you fed your friend's cat in  
01:48:59 16 Florida has nothing to do with this case, does it?

01:49:04 17 A No.

01:49:07 18 Q Have you received any financial benefits  
01:49:09 19 from being a plaintiff in this lawsuit?

01:49:12 20 A No.

01:49:14 21 Q If this case goes to trial, you understand  
01:49:17 22 that that's going to be in Florida, correct?

01:49:19 23 A Correct.

01:49:20 24 Q And do you have any problem participating in  
01:49:23 25 a trial that may last two or three weeks in Florida?

# **EXHIBIT B**



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

- - - - - +	
RENEE BLASZKOWSKI, et al.,	
Plaintiffs,	
vs.	Case No.
	07-21221-CIV
	ALTONAGA/BROWN
MARS, INCORPORATED, et al.,	
Defendants.	
- - - - - +	

Videotaped Deposition of JO-ANN MURPHY

Washington, D.C.

September 27, 2008

8:00 a.m.

Reported by: Michele E. Eddy

1 Videotaped Deposition of

2 JO-ANN MURPHY

3

4 Held at the offices of:

5 WILLIAMS & CONNOLLY  
6 725 Twelfth Street, Northwest  
Washington, D.C. 20005

7 (202) 434-5000

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16 Pursuant to Notice, before Michele E. Eddy,

17 Registered Professional Reporter, Certified Realtime

18 Reporter, and Notary public in and for the District of

19 Columbia.

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A P P E A R A N C E S

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ALSO PRESENT:

Terry Michael King, Videographer

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08:09:17 1 THE VIDEOGRAPHER: Here begins videotape  
08:09:17 2 number 1 in the deposition of Jo-Ann Murphy in the  
08:09:21 3 matter of Renee Blaszkowski, et al. versus Mars  
08:09:55 4 Incorporated, et al. in the U.S. District Court,  
08:09:59 5 Southern District of Florida, Miami Division, Case  
08:10:02 6 Number 07-21221-CIV. Today's date is September 27th,  
08:10:11 7 2008. The time on the video monitor is 8:09 a.m. The  
08:10:17 8 video operator today is Terry Michael King on behalf  
08:10:20 9 of Kramm & Associates. This video deposition is  
08:10:27 10 taking place at Merrill Corporation, 1776 Eye Street,  
08:10:33 11 Northwest, Washington, D.C.

08:10:38 12 Counsel please voice identify yourselves and  
08:10:41 13 state whom you represent.

08:10:42 14 MR. NIELD: Ed Nield on behalf of the  
08:10:44 15 plaintiffs and today I'm representing Jo-Ann Murphy.

08:10:47 16 MS. CAVERLY: Kristen Caverly on behalf of  
08:10:49 17 Natura Pet Products.

08:10:51 18 THE VIDEOGRAPHER: The court reporter today  
08:10:52 19 is Michele Eddy on behalf of Kramm & Associates.  
08:10:56 20 Would the reporter please swear in the witness.

08:11:05 21 P R O C E E D I N G S

08:11:05 22 JO-ANN MURPHY,  
08:11:05 23 having been duly sworn, testified as follows:

08:11:05 24 EXAMINATION BY COUNSEL FOR DEFENDANT

08:11:06 25 BY MS. CAVERLY:

09:24:02 1 Q What did you do to compile the list of pet  
09:24:05 2 foods that you fed to Ginger from the time that you  
09:24:08 3 got her in July 2003 until May of 2007 that you set  
09:24:15 4 forth in your interrogatory responses?

09:24:19 5 A I went by the brands that I knew and had in  
09:24:23 6 my cupboards, and then I walked up and down the store  
09:24:27 7 aisles and recognized the labels for the various  
09:24:35 8 varieties, and I looked on the Internet at I think  
09:24:44 9 it's Petfood.com, I believe it is, that sells a lot of  
09:24:49 10 different varieties of pet food to, again, recognize  
09:24:51 11 the labels.

09:24:58 12 Q Can you identify any of the locations from  
09:25:04 13 which you purchased a Natura manufactured or  
09:25:06 14 distributed product?

09:25:09 15 A Specifically Natura, no.

09:25:18 16 Q When was your last purchase of a Natura  
09:25:21 17 manufactured or distributed product?

09:25:27 18 A Prior to the recall.

09:25:27 19 Q How long prior?

09:25:29 20 A I don't know.

09:25:36 21 Q Was it days, months, years?

09:25:40 22 A It was not years. It was not days. It was  
09:25:44 23 probably months.

09:25:50 24 Q What caused you to stop buying pet food  
09:25:53 25 manufactured and distributed by Natura Pet Products?

09:49:20 1 A No.

09:49:25 2 Q And for the California Natural product, do  
09:49:29 3 you know whether you bought any of that product in  
09:49:32 4 2007?

09:49:34 5 A No, I would not have.

09:49:40 6 Q I'm just trying to get a little more  
09:49:43 7 specific on the months before the recall. Can you say  
09:49:46 8 how far back in 2006 you would have to go before you  
09:49:52 9 would have a purchase of California Natural that you  
09:49:54 10 can specifically remember?

09:49:58 11 A It was probably in the fall, but I cannot  
09:50:04 12 give you a more exact date than that.

09:50:10 13 Q Can you remember any location at which you  
09:50:14 14 purchased California Natural in 2006?

09:50:19 15 A No.

09:50:22 16 Q Can you remember any location at which you  
09:50:23 17 purchased California Natural in 2005?

09:50:42 18 A We were in the process of moving that year  
09:50:44 19 and I do not remember.

09:50:48 20 Q What about for 2004, can you recall any  
09:50:51 21 particular location from which you purchased  
09:50:53 22 California Natural?

09:51:16 23 A I believe -- I can't say for sure now.

09:51:34 24 Q In 2003 can you identify any location from  
09:51:39 25 which you purchased California Natural products?

09:51:42 1 A No.

09:51:43 2 Q For any of your products of -- sorry.

09:51:48 3 Excuse me.

09:51:49 4 For any of your purchases of California  
09:51:51 5 Natural product, can you identify what state you were  
09:51:54 6 in when you made the purchase?

09:51:56 7 A I believe that I purchased in the states of  
09:52:02 8 Arkansas, New Mexico, and California, but I cannot be  
09:52:09 9 absolutely positive that they were the only states  
09:52:12 10 that I purchased in.

09:52:13 11 Q Can you be positive that you did purchase  
09:52:16 12 California Natural products in Arkansas?

09:52:22 13 A I am about 90 percent sure that I did, but I  
09:52:27 14 cannot again say 100 percent sure.

09:52:31 15 Q Do you know what city you were in when you  
09:52:35 16 purchased California Natural products in Arkansas?

09:52:43 17 A Possibly Little Rock, possibly, but, again,  
09:52:47 18 I am not sure.

09:52:49 19 Q What about for New Mexico, are you certain  
09:52:51 20 that you purchased California Natural products in New  
09:52:53 21 Mexico?

09:52:56 22 A I am fairly certain that I purchased  
09:53:00 23 California Naturals in Albuquerque, New Mexico.

09:53:06 24 Q What do you mean by fairly certain; what  
09:53:08 25 percentage if you were saying from zero to a hundred



09:53:11 1 percent?

09:53:12 2 A 95 percent.

09:53:14 3 Q Do you remember anything about the store in  
09:53:16 4 Albuquerque, New Mexico where you believe you  
09:53:20 5 purchased California Natural products?

09:53:26 6 A It was a natural food store, and that's as  
09:53:31 7 far as I can tell you.

09:53:33 8 Q Do you remember anything that it was located  
09:53:35 9 close to, for example, your hotel?

09:53:38 10 A We didn't have a hotel in Albuquerque. We  
09:53:41 11 were passing through. We stayed outside of the  
09:53:45 12 Albuquerque area, but Albuquerque was the closest  
09:53:51 13 place that had such things as natural food stores.

09:53:55 14 Q What California Natural products did you buy  
09:53:58 15 in Albuquerque, New Mexico?

09:54:01 16 A Several cans of food is the best I can tell  
09:54:04 17 you.

09:54:05 18 Q Did you buy the small cans or the large  
09:54:08 19 cans?

09:54:08 20 A The standard 13-ounce or whatever they are,  
09:54:13 21 13, 14-ounce cans.

09:54:16 22 Q Do you recall how many cans of California  
09:54:17 23 Natural you bought in Albuquerque, New Mexico?

09:54:24 24 A I never bought just one can of food. I  
09:54:28 25 would say somewhere between six and ten depending upon

09:54:31 1 how many flavors there were available.

09:54:37 2 Q What year were your purchases of California  
09:54:40 3 Natural from Albuquerque, New Mexico?

09:54:55 4 A It would be 2000. I think we passed through  
09:55:04 5 there in 2003, 2005. I think those are the two times  
09:55:20 6 that we were in Albuquerque, so it would have been one  
09:55:22 7 of those.

09:55:26 8 Q In only 2003 or 2005 you purchased  
09:55:30 9 California Natural from a store in Albuquerque, New  
09:55:34 10 Mexico; is that correct?

09:55:36 11 A Yes.

09:55:36 12 Q So you, only on one occasion, made the  
09:55:39 13 purchases?

09:55:40 14 A Yes. I just don't know which year it would  
09:55:46 15 be, but those were the two times I passed through the  
09:55:49 16 city.

09:55:52 17 Q Other than the one purchase that you made in  
09:55:54 18 Albuquerque, New Mexico in 2003 or in 2005, did you  
09:55:59 19 ever purchase a Natura manufactured or distributed  
09:56:04 20 product in New Mexico?

09:56:06 21 A Not to my knowledge.

09:56:08 22 Q What about for California, what can you tell  
09:56:11 23 me about your purchases of Natura products from  
09:56:14 24 California?

09:56:18 25 A We were there on September 11th. We were

09:56:20 1 there I believe twice before that. I think there were  
09:56:37 2 a total of three trips to California.

09:56:44 3 Q All of your trips to California were in 2001  
09:56:46 4 or before; is that correct?

09:56:56 5 A Yes.

09:56:59 6 Q What about in Arkansas, can you identify the  
09:57:02 7 year that you were there?

09:57:04 8 A We went through Arkansas every year. We  
09:57:09 9 went through Arkansas frequently.

09:57:16 10 Q How many different times did you purchase  
09:57:19 11 Natura manufactured or distributed products in  
09:57:20 12 Arkansas?

09:57:21 13 A Oh, boy. I have no way of knowing. I do  
09:57:31 14 not remember exactly how many times.

09:57:34 15 Q Was it more than once?

09:57:34 16 A Oh, absolutely.

09:57:35 17 Q Was it more than five times?

09:57:38 18 A It may well have been. As I say, we went  
09:57:40 19 through Arkansas frequently. We were not that far  
09:57:46 20 away.

09:57:47 21 Q What can you tell me with certainty as far  
09:57:48 22 as the number of times that you purchased a Natura  
09:57:52 23 manufactured or distributed product in Arkansas?

09:57:59 24 A Nothing with certainty. Just two times.

09:58:02 25 Q Can you tell me with any certainty what

09:58:05 1 years you bought California Natural products in  
09:58:08 2 Arkansas?

09:58:15 3 A It would have been at any time between the  
09:58:17 4 time we moved to Texas in 1998 to the time we left  
09:58:21 5 Texas two years ago, 2006.

09:58:33 6 Q That's an eight-year period.

09:58:36 7 A Yes.

09:58:36 8 Q You cannot be more specific than that?

09:58:38 9 A No.

09:58:43 10 Q Have you ever purchased Natura manufactured  
09:58:46 11 or distributed products over the Internet?

09:58:56 12 A I don't believe so.

09:58:59 13 Q Other than what you've told me about your  
09:59:02 14 purchases in Arkansas, New Mexico and California, can  
09:59:06 15 you recall any other time that you purchased a product  
09:59:10 16 manufactured or distributed by Natura Pet Products?

09:59:13 17 A I cannot recall specific times, no.

09:59:20 18 Q When you're buying food for Ginger from 2003  
09:59:23 19 up until the time that you quit buying commercial pet  
09:59:26 20 food, was price a consideration for you?

09:59:29 21 A No.

09:59:44 22 Q In 2005 what commercial pet foods were you  
09:59:49 23 feeding Ginger?

09:59:57 24 A By 2005 I believe we had several more brands  
10:00:03 25 available besides the brands that I have already

10:26:39 1 of pursuing claims against Natura Pet Products?

10:26:45 2 MR. NIELD: Same objections, but go ahead.

10:26:50 3 A I believe I contacted Miss Macivor and the  
10:26:56 4 law firm, and expressed an interest in pursuing action  
10:27:07 5 against any and all pet foods that were not being  
10:27:15 6 forthcoming in their labeling.

10:27:27 7 Q Approximately when did you first contact  
10:27:29 8 Miss Macivor's law firm?

10:27:44 9 A I am drawing a total blank on that. I'm  
10:27:49 10 drawing a total blank. It was after the recall, but I  
10:27:52 11 cannot remember specifically when.

10:28:11 12 Q At the time when you first contacted  
10:28:14 13 Miss Macivor's office, did you believe that you had a  
10:28:18 14 claim against Natura Pet Products?

10:28:20 15 MR. NIELD: Well, it's vague and ambiguous,  
10:28:24 16 lacks foundation, calls for speculation, and it may  
10:28:28 17 seek a legal opinion, but to the extent that you  
10:28:30 18 understand it, go ahead.

10:28:47 19 A I did not specifically -- I don't think I  
10:28:58 20 can answer that question. I don't think I understand  
10:29:00 21 the question well enough to give an accurate answer.

10:29:04 22 Q When you first contacted Miss Macivor after  
10:29:08 23 the recalls in 2007, did you believe that Natura Pet  
10:29:11 24 Products had harmed you in some way?

10:29:16 25 MR. NIELD: Same objections, but go ahead.

10:29:19 1 A I did not believe that specifically Natura  
10:29:27 2 had done physical harm, to my knowledge, but I felt  
10:29:40 3 that I had been harmed if they had not told me the  
10:29:42 4 truth about what was in their product and the fact  
10:29:47 5 that I had paid a premium price for their product to  
10:29:54 6 receive human grade ingredients. And if that were not  
10:30:00 7 the case, then I believed I was harmed.

10:30:04 8 Q Why do you believe that you paid a premium  
10:30:06 9 price to receive human grade ingredients from Natura  
10:30:11 10 Pet Products?

10:30:12 11 MR. NIELD: I think that's vague and  
10:30:13 12 ambiguous, lacks foundation, but if you can respond,  
10:30:19 13 go ahead.

10:30:21 14 A Well, I believe I paid a premium price  
10:30:24 15 because I was paying the food bills, and this -- the  
10:30:30 16 Natura products were significantly more expensive than  
10:30:35 17 what I would be paying in Wal-Mart or a grocery store  
10:30:43 18 for a different brand of food. And I believed that  
10:31:00 19 the labeling led me to believe that this was better  
10:31:10 20 quality of food than I would find in those.

10:31:17 21 Q In those meaning what?

10:31:19 22 A Sorry, that was my fault. In the other  
10:31:22 23 lesser brands, less expensive brands of foods.

10:31:27 24 Q What about the labeling of the Natura  
10:31:29 25 products that you purchased led you to believe that

10:49:23 1 A She's had no other surgery. And I don't  
10:49:36 2 remember, she may have had one day that the vet kept  
10:49:46 3 for one reason or another, but I don't recall. It was  
10:49:51 4 not longer than a day, I can say that.

10:50:02 5 Q Do you have any financial expenses that you  
10:50:08 6 believe that Natura should reimburse you for?

10:50:16 7 MR. NIELD: Lacks foundation, may call for  
10:50:18 8 speculation, vague and ambiguous, but go ahead.

10:50:23 9 A Unless they overcharged me for the food,  
10:50:26 10 because they did not provide the quality ingredients  
10:50:33 11 that I was led to believe they did, no.

10:50:50 12 Q Have you done anything to determine whether  
10:50:52 13 or not you're making claims in this case for Natura  
10:50:55 14 charging you more for pet food than it should have?

10:51:02 15 MR. NIELD: It's vague and ambiguous, but if  
10:51:04 16 you understand the question, go ahead.

10:51:06 17 A I'm not sure I do understand that question.

10:51:08 18 Q Are you claiming in this case that Natura  
10:51:09 19 charged you more than you should have paid for the pet  
10:51:13 20 food that you purchased?

10:51:19 21 MR. NIELD: Still vague and ambiguous, but  
10:51:20 22 go ahead.

10:51:27 23 A I am claiming in this case that I do not  
10:51:31 24 believe the labels accurately represent what was in  
10:51:34 25 the product. If I were to find that the labels

10:51:40 1 actually did not represent what was in the product,  
10:51:43 2 then I would feel that I was overcharged and, yes,  
10:51:47 3 that they should reimburse me for not providing the  
10:51:56 4 quality of product that I thought I was getting.

10:52:00 5 Q As you sit here today, can you say whether  
10:52:02 6 or not you believe that Natura overcharged you?

10:52:06 7 MR. NIELD: It's been asked and answered,  
10:52:08 8 but you can try again.

10:52:16 9 A I have no proof at the present time, no.

10:52:26 10 Q Assuming that you later discover proof that  
10:52:29 11 Natura overcharged you -- strike that.

10:52:35 12 What amount of money have you paid for  
10:52:38 13 Natura Pet Products that you've purchased?

10:52:48 14 MR. NIELD: I'm assuming you mean any and  
10:52:50 15 all at any time?

10:52:52 16 MS. CAVERLY: Yes.

10:52:53 17 A Okay. That was going to be my question.

10:52:57 18 Q Let me clarify.

10:52:59 19 A Thank you.

10:52:59 20 Q For all of the Natura Pet Products that you  
10:53:02 21 have purchased, what amount of money have you paid?

10:53:07 22 A Okay. I would estimate that I have probably  
10:53:28 23 spent 100 to \$150 in Natura products.

10:53:36 24 Q During what time period?

10:53:37 25 A During the entire time period from 2003 --



10:53:41 1 excuse my, yeah, 2003 through 2007.

10:53:51 2 Q What figures are you using in your head to  
10:53:54 3 estimate that you have spent 100 to \$150 on Natura  
10:54:00 4 products from 2003 through 2007?

10:54:07 5 A I am -- I do not know the price of the  
10:54:11 6 product off the top of my head. I am assuming a price  
10:54:24 7 of approximately \$150 a can. That was -- that was  
10:54:33 8 silly. Excuse me. \$1.50 a can.

10:54:37 9 MR. NIELD: See, that's pretty pricey pet  
10:54:42 10 food there.

10:54:42 11 A If you were trying to get 150, let me tell  
10:54:44 12 you.

10:54:45 13 Q That might be too expensive.

10:54:47 14 A Yes. I apologize. \$1.50 a can is what I  
10:54:51 15 was thinking. And so, therefore, the number of cans  
10:54:58 16 times that would be approximately -- oh, gees, now I'm  
10:55:11 17 losing my math altogether. I had the math, I swear I  
10:55:14 18 did.

10:55:16 19 Q Let me see if I can ask a question. Is it  
10:55:22 20 correct that you estimate that between 2003, May of  
10:55:29 21 2003 and 2007, you purchased approximately 100 cans of  
10:55:36 22 Natura products?

10:55:37 23 A Thank you. Yes.

10:55:40 24 Q And you estimate that you paid approximately  
10:55:42 25 \$1.50 per can, correct?

10:55:45 1 A Correct. And they may actually be more than  
10:55:49 2 that or less than that, so I'm taking all of that into  
10:55:53 3 account to say a hundred to 150 because Natura did not  
10:55:58 4 get a lot of my business.

10:56:04 5 Q For any particular purchase that you've made  
10:56:06 6 of Natura Pet Products, can you say what the price was  
10:56:12 7 that you paid per can?

10:56:14 8 A No.

10:56:15 9 Q For any particular purchase of Natura Pet  
10:56:18 10 Products, can you say what amount of money you paid  
10:56:24 11 total for that particular purchase, whether it was one  
10:56:26 12 can or ten cans?

10:56:34 13 A No.

10:56:44 14 Q If you were turn with me to plaintiff Murphy  
10:56:48 15 4 in Exhibit 4 that's in front of you.

10:56:51 16 A Yes.

10:56:53 17 Q This is a report from Denton Veterinary  
10:56:56 18 Center, and the top entry is dated April 22nd, 2004.

10:57:02 19 Do you see that entry?

10:57:07 20 A Yes.

10:57:11 21 Q This was -- sorry. The report immediately  
10:57:13 22 below that is dated February 10th, 2004. Do you see  
10:57:17 23 that entry?

10:57:20 24 A Yes.

10:57:21 25 Q And the note for February 10th, 2004

11:45:54 1 Q Can you tell me as a category what these  
11:45:56 2 documents reflect?

11:45:57 3 A They are the health insurance that I've  
11:46:00 4 carried on Ginger.

11:46:01 5 Q Why do you have health insurance on Ginger?

11:46:04 6 A Because she was so ill.

11:46:11 7 Q Is Ginger the first pet that you've had  
11:46:14 8 health insurance for?

11:46:15 9 A No.

11:46:15 10 Q What other pets have you used insurance?

11:46:18 11 A Cocoa.

11:46:26 12 Q Have you submitted claims to National  
11:46:29 13 Casualty Company related to Ginger's care?

11:46:31 14 A For every vet visit.

11:46:44 15 MS. CAVERLY: We'll take a quick break.

11:46:48 16 THE VIDEOGRAPHER: This marks the end of  
11:46:49 17 videotape number 2 in the deposition of Jo-Ann Murphy.

11:46:54 18 We're going off the record and the time is now 11:46  
11:46:57 19 a.m.

11:46:58 20 (A brief recess was taken.)

11:52:58 21 THE VIDEOGRAPHER: We are back on the  
11:52:59 22 record. Here marks the beginning of videotape number  
11:53:02 23 3 in the deposition of Jo-Ann Murphy. The time is now  
11:53:07 24 11:52 a.m.

11:53:10 25 MR. NIELD: Counsel, before we begin, I

11:53:12 1 believe the witness has a clarification for one of  
11:53:16 2 your last few questions that she would like to  
11:53:19 3 provide.

11:53:20 4 MS. CAVERLY: Okay.

11:53:21 5 A When you asked me why we had gotten health  
11:53:26 6 insurance for Ginger, my response was because she was  
11:53:29 7 so ill. And in thinking about it, I don't think  
11:53:33 8 that's a correct answer. We had had health insurance  
11:53:38 9 on Cocoa, and it had proved extremely helpful, and I  
11:53:42 10 believed that when we decided that she was going --  
11:53:45 11 Ginger, excuse me, was going to be ours, we decided  
11:53:49 12 that since the health insurance had come in handy  
11:53:52 13 before, it would be good to get it. And I believe the  
11:53:55 14 Demodex showed up, you know, ten days later or a  
11:53:58 15 couple of weeks later or something like that, because  
11:54:02 16 when we first got her, I thought she was a perfectly  
11:54:05 17 healthy, normal flea-bitten puppy and did not know we  
11:54:13 18 were going to have so many problems several weeks  
11:54:17 19 later.

11:54:22 20 (Discussion off the record.)

11:54:23 21 BY MS. CAVERLY:

11:54:24 22 Q Thank you for clarifying, and is there  
11:54:27 23 anything else from your testimony that we've already  
11:54:29 24 gone through today that you feel you need to clarify  
11:54:31 25 or explain to make it full and complete and truthful?

11:54:35 1 A No.

11:54:38 2 Q Looking at Exhibit 7, this is insurance from  
11:54:41 3 National Casualty Company.

11:54:43 4 A Yes.

11:54:43 5 Q Do you have insurance for your pet Ginger  
11:54:46 6 from any other insurer?

11:54:48 7 A No.

11:54:49 8 (Exhibit 8 was marked for identification and  
11:54:49 9 attached to the deposition transcript.)

11:54:49 10 BY MS. CAVERLY:

11:55:18 11 Q I'll show you what I'm going to mark as  
11:55:19 12 Exhibit 8, a package of documents bearing Bates  
11:55:25 13 numbers plaintiff Murphy 236 through 249. Do you  
11:55:37 14 recognize this package of documents as being insurance  
11:55:42 15 paperwork that you provided in this case?

11:55:44 16 A Yes.

11:55:44 17 (Exhibit 9 was marked for identification and  
11:55:44 18 attached to the deposition transcript.)

11:56:12 19 Q I'm show you what I'm going to mark as  
11:56:14 20 Exhibit 9, a package of documents bearing Bates number  
11:56:28 21 plaintiff Murphy 252 through 315. Do you recognize  
11:56:34 22 this package of documents as insurance documents that  
11:56:38 23 you've provided in this case?

11:56:40 24 A Yes, I do.

11:56:47 25 Q Have any claims that you made to your

11:56:49 1 insurance company for Ginger been denied?

11:56:56 2 A I believe several were denied as being over  
11:57:00 3 the limits of whatever they pay.

11:57:07 4 Q Other than just exceeding your total  
11:57:09 5 coverage, have you ever been denied a claim related to  
11:57:12 6 Ginger's care?

11:57:15 7 A Not that I can recall.

11:57:27 8 Q Have you ever provided any information to  
11:57:30 9 National Casualty Company about the food that Ginger  
11:57:34 10 is being fed?

11:57:35 11 A Not that I recall.

11:57:47 12 Q How did you first learn that there was  
11:57:50 13 something called pet insurance?

11:57:54 14 A I believe when we moved to Texas. I'm not  
11:58:01 15 positive. It may have been before that. But I  
11:58:06 16 believe it was at the veterinarian's office, that they  
11:58:09 17 either mentioned it, provided a brochure or something  
11:58:12 18 of that nature, and I think it was after we moved to  
11:58:16 19 Texas, but I am not positive.

11:58:46 20 Q For any of the pet foods that you've  
11:58:50 21 purchased since July of 2003 through 2007, did you  
11:58:54 22 ever return any of them for a refund?

11:58:57 23 A Yes.

11:59:00 24 Q What foods did you return during that  
11:59:03 25 period?

12:25:12 1 MR. NIELD: Well, lacks foundation, calls  
12:25:17 2 for speculation. May call for a legal opinion, and it  
12:25:19 3 may also call for information protected by the  
12:25:21 4 attorney-client privilege, but if you can respond  
12:25:27 5 without disclosing anything discussed with your  
12:25:29 6 attorneys, please do so.

12:25:31 7 A I can't respond to that.

12:25:35 8 Q Other than what your attorneys have told  
12:25:37 9 you, you don't have any independent information on why  
12:25:40 10 you decided to file a lawsuit in Florida?

12:25:43 11 A Correct.

12:25:46 12 Q You've never purchased pet food in Florida,  
12:25:48 13 have you?

12:25:49 14 A No.

12:25:50 15 Q Have you ever fed a pet food in Florida?

12:25:53 16 A No.

12:25:56 17 Q Have you ever been to Florida?

12:25:57 18 A Once in 1976. I've been promised several  
12:26:06 19 trips to Florida.

12:26:23 20 Q Have you made any agreement with any of the  
12:26:25 21 other plaintiffs as to how you might divide an award  
12:26:28 22 of money in this case?

12:26:30 23 A No.

12:26:32 24 Q Have you made any agreement with your  
12:26:34 25 attorneys on how you would divide an award of money in

# **EXHIBIT C**



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/Class Representatives,

vs.

MARS INC., *et al.*

Defendants.

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**PLAINTIFF CINDY TREGOE'S RESPONSES TO DEFENDANT NATURA PET  
PRODUCT'S SECOND SET OF SPECIAL INTERROGATORIES**

Pursuant to Rule 33(b) of the Federal Rules of Civil Procedure, Plaintiff Cindy Tregoe ("Plaintiff") hereby responds to Defendant Natural Pet Products, Inc. ("Natura") Second Set of Special Interrogatories, as follows:

**GENERAL RESPONSES**

1. Plaintiff's response is made to the best of Plaintiff's present knowledge, information, and belief. The investigation and discovery of Plaintiff's claims are ongoing, and consequently, the parties may learn additional facts presently unknown, or may locate additional documents presently not identified, which may alter or invalidate or require the supplementation of this response. This response is at all times subject to such additional or different information that discovery or further investigation may disclose and, while based on the present state of Plaintiff's recollection, is subject to such refreshing of recollection, and such additional knowledge of facts, as may result from further discovery or investigation.

2. No admission of any nature whatsoever is to be implied or inferred from Plaintiff's response. The fact that this response may contain answers or admissions to certain interrogatories or questions should not be taken as an admission or concession of the existence of any facts set forth or assumed by such interrogatories or questions, or that such response constitutes evidence of any such fact as set forth or assumed.

3. Plaintiff reserves all objections or other questions as to the competency, relevance, materiality, privilege or admissibility as evidence in any subsequent

proceeding in or trial of this or any other action for any purpose whatsoever of this response and any answer or document or thing identified or produced in response to the Natura's special interrogatories.

4. Plaintiff reserves the right to object on any ground at any time to such other or supplemental special interrogatories as the Natura may at any time propound involving or relating to the subject matter of these special interrogatories.

5. Plaintiff will respond to each special interrogatory requesting identification of documents with documents currently in her possession.

### **GENERAL OBJECTIONS**

Plaintiff makes the following general objections, whether or not separately set forth in response to each and every special interrogatory, to each and every definition, and to each and every special interrogatory made in Natura's second set of special interrogatories:

1. Plaintiff objects to all interrogatories insofar as any such interrogatory seeks identification of documents or information protected by the attorney-client privilege and the attorney-client work product doctrine. Such documents or information will not be produced in response to the Natura's interrogatories, and any inadvertent production thereof shall not be deemed a waiver of any privilege with respect to such documents or information or of any work produce doctrine which may attach thereto.

2. Plaintiff objects to all interrogatories to the extent that they are unreasonably cumulative, duplicative and/or disproportionate subjecting Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense.

3. Plaintiff objects to all interrogatories to the extent that they seek identification of all documents, all witnesses or all information in support of Plaintiff's claims at this stage of the litigation of this action subjecting Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense.

4. Plaintiff objects to the introductory definitions and instructions to the Natura's interrogatories to the extent said definitions or instructions purport to enlarge, expand, or alter in any way the plain meaning and scope of any specific interrogatory on the ground that such enlargement, expansion, or alteration renders said interrogatory vague, ambiguous, unintelligible, unduly broad, and uncertain.

5. Plaintiff objects to all instructions, definitions and interrogatories to the extent that they seek identification of documents or information not currently in Plaintiff's possession, custody or control, or refer to persons, entities or events not known to Plaintiff, on the grounds that such instructions, definitions, or interrogatories seek to require more of Plaintiff than any obligation imposed by law, would subject Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense, and would seek to

impose upon Plaintiff an obligation to investigate or discover information or material from third parties or sources who are equally accessible to Natura.

6. Plaintiff objects to all instructions, definitions and interrogatories to the extent they seek identification of documents or information on a continuing basis, on the grounds that such instructions, definitions and interrogatories seek unilaterally to impose an obligation to provide supplemental information greater than the required by the Federal Rules of Civil Procedure, seek information that is beyond the scope of permissible discovery (not relevant to the subject matter or likely to lead to discovery of admissible evidence), and would subject Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense. Therefore, all such instructions, definitions and interrogatories will not be regarded as continuing in nature.

### **GENERAL OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

Without waiving or limiting in any manner any of the foregoing General Responses and General Objections, but rather incorporating them into each of the following responses to the extent applicable, Plaintiff responds to the specific special interrogatories of Natura's second set of special interrogatories as follows:

#### **Special Interrogatory No. 6:**

Describe each way in which you have been damaged by Natura Pet Products, Inc.

#### **Response to Special Interrogatory No. 6:**

Plaintiff objects to this interrogatory on the grounds that it is vague, ambiguous and overly board and that it is cumulative on that it seek information already provided by Plaintiff at her deposition of September 25, 2008. In that regard it has also been asked and answered and is therefore argumentative and harassing. Without waiving these objections, Plaintiff responds as follows:

I incurred the cost of purchasing the various Natura products I used. I may have also incurred vet bills for the illness one of my dogs experienced once he began eating Natura products. I have also experienced damages related to the illness of my dog in the form of loss of his companionship and emotional distress. I am also requesting that the courts make orders that will force Natura to be truthful in its advertising and not omit important information concerning their products necessary of consumers to make informed decisions regarding their pet food purchases. The products Natura products I purchased have been identified an my prior deposition testimony and in response to Interrogatory no. 4, of the first set of interrogatories propounded upon me.

#### **Special Interrogatory No. 7:**

State the amount of money you contend you have lost as a result of acts or omissions by Natura Pet Products, Inc.

#### **Response to Special Interrogatory No. 7:**

Plaintiff objects to this interrogatory on the grounds that it is vague, ambiguous and overly board and that it is cumulative on that it seek information already provided by

Plaintiff at her deposition of September 25, 2008. In that regard it has also been asked and answered and is therefore argumentative and harassing. Without waiving these objections, Plaintiff responds as follows:

The amount of money I spent on the Natura products and the amount of vet bills I incurred for having to take my dog to the vet when he became ill when eating Natura products. The vet expenses can be determined for the vet bills previously produced to defendant.

Dated: November 24, 2008

Law Offices of Edgar R. Nield

A handwritten signature in black ink, appearing to read 'E.R. Nield', written over a horizontal line.

Edgar R. Nield, Esq.  
Attorney for Plaintiffs

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/Class Representatives,

vs.

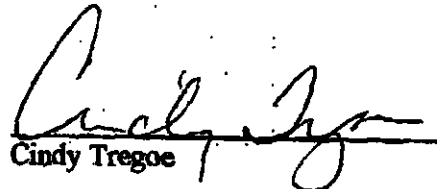
MARS INC., *et al.*

Defendants.

VERIFICATION

I, Cindy Tregoe, declare and state foregoing responses to second set of interrogatories are true and correct under penalty of perjury.

Executed on November 24, 2008.

  
Cindy Tregoe

# **EXHIBIT D**

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/Class Representatives,  
vs.

MARS INC., *et al.*

Defendants.

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**PLAINTIFF JO ANN MURPHY'S RESPONSES TO DEFENDANT NATURA PET  
PRODUCT'S SECOND SET OF SPECIAL INTERROGATORIES**

Pursuant to Rule 33(b) of the Federal Rules of Civil Procedure, Plaintiff Jo Ann Murphy ("Plaintiff") hereby responds to Defendant Natural Pet Products, Inc. ("Natura") Second Set of Special Interrogatories, as follows:

**GENERAL RESPONSES**

1. Plaintiff's response is made to the best of Plaintiff's present knowledge, information, and belief. The investigation and discovery of Plaintiff's claims are ongoing, and consequently, the parties may learn additional facts presently unknown, or may locate additional documents presently not identified, which may alter or invalidate or require the supplementation of this response. This response is at all times subject to such additional or different information that discovery or further investigation may disclose and, while based on the present state of Plaintiff's recollection, is subject to such refreshing of recollection, and such additional knowledge of facts, as may result from further discovery or investigation.

2. No admission of any nature whatsoever is to be implied or inferred from Plaintiff's response. The fact that this response may contain answers or admissions to certain interrogatories or questions should not be taken as an admission or concession of the existence of any facts set forth or assumed by such interrogatories or questions, or that such response constitutes evidence of any such fact as set forth or assumed.

3. Plaintiff reserves all objections or other questions as to the competency, relevance, materiality, privilege or admissibility as evidence in any subsequent

proceeding in or trial of this or any other action for any purpose whatsoever of this response and any answer or document or thing identified or produced in response to the Natura's special interrogatories.

4. Plaintiff reserves the right to object on any ground at any time to such other or supplemental special interrogatories as the Natura may at any time propound involving or relating to the subject matter of these special interrogatories.

5. Plaintiff will respond to each special interrogatory requesting identification of documents with documents currently in her possession.

### **GENERAL OBJECTIONS**

Plaintiff makes the following general objections, whether or not separately set forth in response to each and every special interrogatory, to each and every definition, and to each and every special interrogatory made in Natura's second set of special interrogatories:

1. Plaintiff objects to all interrogatories insofar as any such interrogatory seeks identification of documents or information protected by the attorney-client privilege and the attorney-client work product doctrine. Such documents or information will not be produced in response to the Natura's interrogatories, and any inadvertent production thereof shall not be deemed a waiver of any privilege with respect to such documents or information or of any work produce doctrine which may attach thereto.

2. Plaintiff objects to all interrogatories to the extent that they are unreasonably cumulative, duplicative and/or disproportionate subjecting Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense.

3. Plaintiff objects to all interrogatories to the extent that they seek identification of all documents, all witnesses or all information in support of Plaintiff's claims at this stage of the litigation of this action subjecting Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense.

4. Plaintiff objects to the introductory definitions and instructions to the Natura's interrogatories to the extent said definitions or instructions purport to enlarge, expand, or alter in any way the plain meaning and scope of any specific interrogatory on the ground that such enlargement, expansion, or alteration renders said interrogatory vague, ambiguous, unintelligible, unduly broad, and uncertain.

5. Plaintiff objects to all instructions, definitions and interrogatories to the extent that they seek identification of documents or information not currently in Plaintiff's possession, custody or control, or refer to persons, entities or events not known to Plaintiff, on the grounds that such instructions, definitions, or interrogatories seek to require more of Plaintiff than any obligation imposed by law, would subject Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense, and would seek to



impose upon Plaintiff an obligation to investigate or discover information or material from third parties or sources who are equally accessible to Natura.

6. Plaintiff objects to all instructions, definitions and interrogatories to the extent they seek identification of documents or information on a continuing basis, on the grounds that such instructions, definitions and interrogatories seek unilaterally to impose an obligation to provide supplemental information greater than the required by the Federal Rules of Civil Procedure, seek information that is beyond the scope of permissible discovery (not relevant to the subject matter or likely to lead to discovery of admissible evidence), and would subject Plaintiff to unreasonable and undue annoyance, oppression, burden, and expense. Therefore, all such instructions, definitions and interrogatories will not be regarded as continuing in nature.

### **GENERAL OBJECTIONS & RESPONSES TO SPECIAL INTERROGATORIES**

Without waiving or limiting in any manner any of the foregoing General Responses and General Objections, but rather incorporating them into each of the following responses to the extent applicable, Plaintiff responds to the specific special interrogatories of Natura's second set of special interrogatories as follows:

#### **Special Interrogatory No. 6:**

Describe each way in which you have been damaged by Natura Pet Products, Inc.

#### **Response to Special Interrogatory No. 6:**

Plaintiff objects to this interrogatory on the grounds that it is vague, ambiguous and overly broad and that it is cumulative on that it seeks information already provided by Plaintiff at her deposition of September 27, 2008. In that regard it has been asked and answered and is therefore argumentative and harassing. Without waiving these objections, Plaintiff responds as follows:

I have been damaged in the amount of the cost to purchase the various Natura products as identified in my deposition testimony.

#### **Special Interrogatory No. 7:**

State the amount of money you contend you have lost as a result of acts or omissions by Natura Pet Products, Inc.

**Response to Special Interrogatory No. 7:**

Plaintiff objects to this interrogatory on the grounds that it is vague, ambiguous and overly broad and that it is cumulative in that it seeks information already provided by Plaintiff at her deposition of September 27, 2008. In that regard it has been asked and answered and is therefore argumentative and harassing. Without waiving these objections Plaintiff, responds as follows:

The amount of money I spend on the Natura products, as already set out in my deposition testimony, I estimate to be approximately \$100.00 to \$150.00.

Dated: November 24, 2008

Law Offices of Edgar R. Nield



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Edgar R. Nield, Esq.  
Attorney for Plaintiffs